A REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CA 92408
JANUARY 14, 2020 AT 3:00 P.M.

AGENDA

PUBLIC SESSION

1) Call to Order and Roll Call

2) Election of Board of Commissioners Chair and Vice-Chair

3) Additions or deletions to the agenda

4) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board.

5) Receive Board Building Presentation for January 14, 2020 – History of Housing Authorities. (Page 1)

DISCUSSION CALENDAR

(Public comment is available for each item on the discussion calendar)

6) Discuss and gather feedback on future board building topics. (Page 2)


8) Adopt Resolution No. 75 approving the Bylaws of the Housing Authority of the County of San Bernardino. (Pages 4-12)

9) Approve an Intergovernmental Agreement with the County of San Bernardino for the provision of procured goods and services from January 28, 2020 through January 27, 2023 with two, one year extensions. (Pages 13-19)

10) 1- Award a construction contract, effective January 15, 2020, to Interior Demolition, Inc. for abatement and demolition services for the vacant buildings at Waterman Gardens, Phase IV, in the city of San Bernardino in an amount not to exceed $322,336. (Pages 20-172)

2- Authorize and direct the Executive Director to execute and deliver the contract to Interior Demolition, Inc., and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
11) 1- Award a construction contract, effective January 14, 2020, to U. S National Corp. for exterior painting and stucco repair services at the Barstow Affordable Housing community located in Barstow, CA in an amount not to exceed $348,700. (Pages 173-249)

2- Authorize and direct the Executive Director to execute and deliver the contract to U.S National Corp., and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

12) 1- Award a construction contract, effective January 14, 2020, to Shipley Construction and Plumbing for interior plumbing re-pipe services at the Barstow Affordable Housing community located in Barstow, CA in an amount not to exceed $870,000. (Pages 250-365)

2- Authorize and direct the Executive Director to execute and deliver the contract to Shipley Construction and Plumbing, and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.

13) 1- Adopt Resolution No. 76 revising the Housing Authority of the County of San Bernardino Statement of Procurement Policy as follows: (Pages 366-433)
   a. Increase the Micro-Purchase Threshold to $10,000
   b. Increase the Simplified Acquisition (Small Purchase) Threshold to $250,000
   c. Increase the expenditure and contracting authority of the Executive Director to procure goods, services and construction in an amount not to exceed $250,000; and professional services, consultants, architects and engineers in an amount not to exceed $75,000.
   d. Authorize the Executive Director to approve change orders for Board of Commissioners approved procurements up to 10% of the Board approved amount, not to exceed $250,000.
   e. Delete references to the Board of Governors due to the reorganization of the Housing Authority of the County of San Bernardino.

CONSENT CALENDAR

14) APPROVAL OF CONSENT ITEMS: # 15-16

15) Approve vacated tenant accounts for November 2019 for the Affordable Housing Program to be written off to collection loss. (Pages 434-439)

16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in November 2019. (Pages 440-444)

17) Individual Board member Comments

18) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California,
The agenda, its supporting documents and all writings received by the Board related to these items are generally public records and available for review during regular HACSB business hours. The agenda and its supporting documents can be viewed online at http://www.hacsb.com. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above proposal in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that proposal or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

Due to time constraints and the number of persons wishing to give oral testimony, time restrictions may be placed on oral testimony regarding the above proposals. You may wish to make your comments in writing to assure that you are able to express yourself adequately.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Sylvia Robles at (909) 890-6318 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA Razo, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Board Building Presentation for January 14, 2020

RECOMMENDATION(S)
Receive the board building presentation for January 14, 2020.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT
Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impacts associated with this item.

BACKGROUND INFORMATION
Per the United States Department of Housing and Urban Development’s (HUD) Commissioner Lead the Way Training, a requirement for all Board of Commissioners (Board), board building is required to provide the Board with information regarding ongoing initiatives of HACSB’s strategic plan, Moving to Work (MTW activities, overall agency updates, as well as other initiatives federally regulated by HUD.

This month’s board building presentation will be on the history of Housing Authorities.

PROCUREMENT
Not applicable.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on January 7, 2020
January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Future Board Building Topic Discussion

RECOMMENDATION(S)
Discuss and gather feedback on future board building topics.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT
Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impacts associated with this item.

BACKGROUND INFORMATION
Per the United States Department of Housing and Urban Development’s (HUD) Commissioner Lead the Way Training, a requirement for all Board of Commissioners (Board), board building is required to provide the Board with information regarding ongoing initiatives of HACSB’s strategic plan, Moving to Work (MTW activities, overall agency updates, as well as other initiatives federally regulated by HUD.

The purpose of this item is to discuss and gather feedback on future board building topic presentations.

PROCUREMENT
Not applicable.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on January 8, 2020.
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
BENARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Executive Director’s Report for January 14, 2020

RECOMMENDATION(S)
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT
Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impacts associated with this item.

BACKGROUND INFORMATION
The Executive Director’s report summarizes ongoing initiatives of the HACSB’s strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the United States Department of Housing and Urban Development.

PROCUREMENT
Not applicable.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on January 8, 2020
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Bylaws of the Housing Authority of the County of San Bernardino

RECOMMENDATION(S)
Adopt Resolution No. 75 approving the Bylaws of the Housing Authority of the County of San Bernardino.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
HACSB leaders and supporters are innovative policy makers and influencers of legislation.
HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.
HACSB clients, programs, and properties are embraced by all communities.
HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT
Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impacts associated with this item.

BACKGROUND INFORMATION
On October 22, 2019, the Board of Supervisors (Board) adopted (Item No.15) a resolution re-establishing an independent HACSB governance structure that will consist of a Board appointed seven member Board of Commissioners with five non-tenant commissioners and two tenant commissioners. As a result of the adoption of the resolution the new HACSB governance structure went into effect January 6, 2020. Approval of this item will establish the Bylaws of the HACSB as set forth in Exhibit A to the Resolution.

PROCUREMENT
Not applicable.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 26, 2019.
HOUSING AUTHORITY RESOLUTION NO. 2020-75


RECITALS

WHEREAS, on October 22, 2019, the Board of Supervisors (Board) of the County of San Bernardino adopted a resolution reestablishing the Housing Authority of the County of San Bernardino (HACSB) governance structure that will consist of a Board appointed seven member Board of Commissioners with five non-tenant commissioners and two tenant commissioners; and

WHEREAS, the resolution of the Board took effect on January 6, 2020; and

WHEREAS, the Board of Commissioners find that it is in the best interest of the Commission to approve the Bylaws of the Housing Authority of the County of San Bernardino Bylaws.

OPERATIVE PROVISIONS

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the Bylaws of the Housing Authority of the County of San Bernardino, attached hereto as Exhibit “A” and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss.

I, __________, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, ___, 20__.

Secretary
By

Deputy
ARTICLE I
THE AUTHORITY; OFFICE; SEAL

Section 1. NAME OF AUTHORITY - The name of the organization shall be the Housing Authority of the County of San Bernardino (“Authority”).

Section 2. SEAL AUTHORITY - The official seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

Section 3. PRINCIPAL OFFICE - The principal office of the Authority shall be 715 East Brier Drive, San Bernardino, California, or such other location in the County of San Bernardino as the Authority may from time to time designate.

ARTICLE II
OFFICERS AND PERSONNEL

Section 1. OFFICERS - The officers of the Authority shall be a Chairperson and a Vice Chairperson. The Board of Commissioners of the Authority (“Board”) may establish such other officers as it considers either necessary or convenient to carry out the purposes of the Authority.

Section 2. CHAIRPERSON - The Chairperson of the Board shall preside at all meetings of the Authority. The Chairperson shall sign all contracts, deeds and other instruments made by the Authority, in the name of the Authority, as required by the Department of Housing and Urban Development, the Housing Authorities Law as set forth in Section 34200 et seq. of the California Health and Safety Code, or other applicable federal or state laws. The Chairperson shall be elected at the first meeting of the Authority each calendar year from among the members of the Board, and shall hold office for one (1) year or until the Chairperson’s successor is elected and qualified.

Section 3. VICE-CHAIRPERSON - The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a successor Chairperson. The Vice-Chairperson shall be elected at the first meeting of the Authority each calendar year from among the members of the Board, and shall hold office for one (1) year or until the Vice-Chairperson’s successor is elected and qualified.

Section 4. SECRETARY - The Executive Director of the Authority, who shall serve at the pleasure of the Board, shall be the Secretary. The Secretary shall attend all meetings of the Authority, record all votes, maintain a full and thorough record of all proceedings of the Authority, including all resolutions of the Board, in a journal of proceedings to be kept for such purposes.
The Secretary shall keep all official records of the Authority, maintain custody of the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board, and perform all other duties incident to the Office of Secretary.

Section 5.  TREASURER - The Executive Director of the Authority, who shall serve at the pleasure of the Board, shall be the Treasurer. The Treasurer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Treasurer may sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by resolution of the Board, all such orders and checks shall be countersigned by the Deputy Executive Director or other designated staff during the absence of the Deputy Executive Director. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board on a monthly basis, or more often when requested by any member of the Board, an account of transactions and of the financial condition of the Authority. The Treasurer may delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board.

Section 6.  EXECUTIVE DIRECTOR - The Executive Director shall serve at the pleasure of the Board and shall be responsible, subject to the policies and directions of the Board, for the general supervision over the administration of the business and affairs of the Authority and the execution of the Authority policies. The Executive Director shall be charged with the management of the housing developments owned and/or administered by the Authority. The Executive Director shall sign, on behalf of the Authority, all contracts and other documents approved by the Board unless federal or state regulations require otherwise; appoint, remove, discipline, and supervise the Authority’s personnel; supply the Board with such information and recommendations as necessary or as may be requested by the Board; authorize and certify payrolls, requisitions, and other documents relating to the financial affairs of the Authority; and perform such other duties as may from time to time be prescribed for the Executive Director by the Board. The Executive Director may delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board. The compensation of the Executive Director shall be determined by the Board.

Section 7.  LEGAL COUNSEL – The Board of Commissioners of the Authority shall determine who shall serve as the Legal Counsel for the Authority.

Section 8.  ADDITIONAL DUTIES - The officers and personnel of the Authority shall perform such other duties and functions as may from time to time be required by the Board or the Bylaws.

Section 9.  NUMBER AND APPOINTMENT OF COMMISSIONERS; TERM

(a) Number and Appointment of Commissioners. All appointments to the Board shall be made by the County of San Bernardino Board of Supervisors (“Board of
Supervisors”) which shall appoint seven (7) persons as Commissioners to the Board in accordance with California Health and Safety Code Section 34271. The seven (7) Commissioners to the Board shall consist of five (5) Non-Tenant Commissioners (“Non-Tenant Commissioners”) and two (2) Tenant Commissioners (“Tenant Commissioners”). The two (2) Tenant Commissioners shall be tenants of the Authority, at least one (1) of whom shall also be over sixty-two (62) years of age. A Tenant Commissioner must meet the qualifications of Title 24 Code of Federal Regulations Sections 964.410 and 964.415, as they currently exist or may be amended in the future. A Tenant Commissioner shall have the same powers, duties, privileges, and immunities as any other Commissioner. If a Tenant Commissioner ceases to be an “eligible resident” as required by Federal Regulations, he or she shall be disqualified as Commissioner and another tenant shall be appointed by the Board of Supervisors to fill the unexpired term.

(b) Term. The initial terms of the Non-Tenant Commissioners are staggered in accordance with Health and Safety Code section 34272. The first three Non-Tenant Commissioners appointed by the Board of Supervisors shall be designated to serve for terms of one, two, and three years, respectively, from the date of their appointment. The other two Non-Tenant Commissioners shall be designated to serve for terms of four years from the date of their appointment. Successors of Non-Tenant Commissioners shall be appointed for a term of four years. The initial and successor terms for Tenant Commissioners shall be two years.

Section 10. CONFLICTS OF INTEREST; CODE OF CONDUCT - Commissioners and Authority staff are honored with the public’s trust, and shall conduct all Authority business in an impartial, objective manner not tainted by financial conflicts of interest. Commissioners and Authority staff shall abide by the disclosure and disqualification requirements of the Fair Political Practices Act and implementing regulations, the provisions of California Government Code 1090, conflict of interest requirements of the Federal Government including by the United States Department of Housing and Urban Development, and all other applicable rules regarding conflicts of interest. In addition, Commissioners shall abide by all rules of conduct duly adopted by the Board.

ARTICLE III
MEETINGS

Section 1. PLACE FOR MEETINGS - Meetings of the Board shall be held at the principal office of the Authority, unless another place is stated in the notice of the meeting.

Section 2. ANNUAL MEETING - The annual meeting of the Board shall be held for the purpose of electing officers and the transacting of such other business as may properly be brought before the Board on the second Tuesday of the Month of January of each year, at 3:00 p.m. If the annual meeting time shall be a legal holiday, the annual meeting shall be held on the next succeeding business day.

Section 3. REGULAR MEETINGS - Regular meetings shall be held with notice on the second Tuesday of each month at 3:00 p.m. If the Chairperson deems it expedient, a special meeting of the Board may be called for the purpose of transacting business and/or performing site
visits. If a regular meeting time shall be a legal holiday, that regular meeting shall be held on the next succeeding business day.

Section 4. SPECIAL MEETINGS - The Chairperson or a majority of the Commissioners may call a special meeting of the Board for the purpose of transacting business of the Authority. The notice for a special meeting shall (a) be personally delivered to each member of the Board or mailed, by postal service or electronically, to the business or home address of each member of the Board, at least forty-eight (48) hours prior to the date of such special meeting, and (b) set forth the business to be transacted at the special meeting. At such special meeting, no business shall be considered other than the business designated in the notice.

Section 5. JOINT MEETING WITH THE BOARD OF SUPERVISORS – The Board will attempt to hold an annual joint meeting with the County of San Bernardino Board of Supervisors. One topic at the meeting will be the continued partnerships between the Authority and the County of San Bernardino.

Section 6. QUORUM - The powers of the Authority shall be vested in the Commissioners in office. A majority of the Commissioners empowered to vote shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority, and for all other purposes, but a smaller number may recess or adjourn from time to time until a quorum is obtained.

Section 7. CONDUCT OF MEETINGS - Notwithstanding any other provision in these Bylaws, all regular and special meetings of the Board shall be held in compliance with the requirements of the Housing Authorities Law, the Ralph M. Brown Act as set forth in Section 54950 et seq. of the California Government Code, and acceptable business meeting practices. The Board shall consider all appropriate business matters to come before the Board.

Section 8. MANNER OF VOTING - The voting on all matters coming before the Board shall be by voice vote or roll call, and the ayes and nays shall be entered upon the minutes of such meeting.

Section 9. ATTENDANCE AT MEETINGS - Commissioners shall attend all regular and special meetings of the Board unless there is good cause for the Commissioner’s absence. In the event a Commissioner ceases to discharge the duties of his or her office for the period of three (3) consecutive months, except when prevented from discharging such duties due to sickness, the remaining Commissioners may request that the Board of Supervisors terminate the term of the absent Commissioner for inefficiency or neglect of duty, in accordance with California Health and Safety Code Section 34282.

Section 10. PUBLIC MEETINGS; NOTICES - All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided in the Ralph M. Brown Act and other applicable laws. The Authority shall comply with all public noticing required by the Ralph M. Brown Act and other applicable law.
Section 11.  PUBLIC COMMENT; REASONABLE LIMITATIONS - The Board encourages and welcomes public comment on all items on the Board’s agenda and, during the public comment period, on any matters not on the Board’s agenda but within the subject matter jurisdiction of the Board. For reasons of efficiency, speakers will be limited to three (3) minutes each. No action shall be taken on any item not appearing on the agenda unless otherwise authorized by law.

Section 12.  USE OF TELECONFERENCING FOR MEETINGS

(a) As authorized by Government Code Section 54953(b), as may be amended from time to time, the Board may use teleconferencing in connection with any meeting or proceeding authorized by law and within the subject matter jurisdiction of the Board. Any and all costs associated with facilitating teleconferencing for any meeting or proceeding of the Board authorized by law shall be borne by the Authority. As defined by Government Code Section 54953(b)(4), “teleconference” means “a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.”

(b) In accordance with any provision of applicable Federal or State law or regulation to the contrary, as such may be amended from time to time, teleconferencing is available to all members of the Board so long as a quorum of the members of the Board participate in the Board meeting from the same or different locations within the geographic boundaries of the Authority. As set forth in Government Code Section 54953(b), as may be amended from time to time, each teleconference location must meet all of the following requirements:

(1) Be accessible to the public.

(2) Be identified in the Board meeting notice and agenda.

(3) Be posted with the Board meeting agenda.

(4) Allow members of the public, including but not limited to, residents of the Authority, to address the Board.

(5) Take all Board votes by roll call.

(c) The Board shall conduct teleconference meetings in accordance with the Ralph M. Brown Act and any other applicable provisions of law.

ARTICLE IV
AMENDMENTS

Section 1.  AMENDMENTS TO BYLAWS - The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners empowered to vote at a regular
or a special meeting, but no amendment shall be considered unless at least five (5) days written notice thereof has been previously given to all members of the Board.

ARTICLE V
MISCELLANEOUS

Section 1. INDEMNIFICATION - To the fullest extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a member of the Board, officer, employee or other agent of the Board, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, officer, employee or other agent of the Authority, against expenses, judgments, fines settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Adopted: ___________ Resolution No. ___________
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Intergovernmental Agreement with the County of San Bernardino

RECOMMENDATION(S)
Approve an Intergovernmental Agreement with the County of San Bernardino for the provision of procured goods and services from January 28, 2020 through January 27, 2023 with two, one year extensions.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.
HACSB employees have a high level of morale.

FINANCIAL IMPACT
The Housing Authority of the County of San Bernardino (HACSB) will be invoiced for goods and services provided by the County of San Bernardino (County). Sufficient appropriation for the goods and services are included in HACSB’s federal fiscal year budget and will be included in future recommended budgets.

BACKGROUND INFORMATION
This item will approve an intergovernmental agreement between HACSB and the County to allow HACSB to procure goods and services based on the County’s procurement process and to allow for the provision of services by the County to HACSB through various County departments, such as purchasing, legal services, and fleet services (vehicle fuel and maintenance), etc. HACSB is invoiced for services utilized at the same rates as County departments.

HACSB and the County originally entered into an intergovernmental agreement on October 4, 2016 (Item No. 26), which has expired. On September 12, 2017 (Item No. 29), the County approved an agreement with HACSB for the Fleet Management Department to provide maintenance, repair services and replacement parts for HACSB vehicles and equipment. On October 22, 2019 (Item No. 29), the County and HACSB entered into an agreement to allow HACSB to utilize County purchasing contracts and services. This new agreement will provide complete usage of County provided services.

PROCUREMENT
Consistent with the requirements of Title 2 Code of Federal Regulations section 200.318 General Procurement Standards, and in order to promote efficiency and competition in the procurement of goods and services, HACSB may enter into agreements with other governmental agencies and regional or national intergovernmental purchasing networks or associations. The purpose of a cooperative intergovernmental agreement is to take advantage of a competitive selection process
already conducted by another agency and thus save HACSB the time and expense of conducting its own selection process. In evaluating the use of a cooperative intergovernmental agreement, the contracting officer shall review for reasonableness of the standards in the competitive selection process conducted by the other agency.

**REVIEW BY OTHERS**
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 18, 2019.
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”) is made and entered into this day of January 28, 2020 by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public body, corporate and politic (“Buyer”) and the COUNTY OF SAN BERNARDINO, a public body corporate and politic (“Procuring Party”).

RECITALS

WHEREAS, on September 12, 2017, Buyer and the Procuring Party entered into an agreement to approve the Procuring Party’s Fleet Management Department to provide the Buyer with maintenance, repair services and replacement parts for vehicles and equipment from October 1, 2017 through September 30, 2022, with two – one year extensions; and

WHEREAS, on October 22, 2019, Buyer and Procuring Party entered into an agreement for the provision of procured goods and services based on the Procuring Party’s competitive procurement process and internal service funds; and

WHEREAS, Title 2 of the Code of Federal Regulations, Part 200, section 200.318 provides that “[t]o foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services;” and

WHEREAS, in accordance with Title 2 of the Code of Federal Regulations section 200.318, and other applicable laws and procurement policies, Buyer and Procuring Party desire to enter into a master intergovernmental agreement to allow Buyer to utilize Procuring Party’s Fleet Management Department, competitive procurement process, internal service funds, legal services, and other services desired by Buyer that Procuring Party is willing and able to provide to Buyer; and

WHEREAS, Buyer agrees to accept the responsibility for compliance with any additional or varying laws and regulations governing purchases described herein, and further agree to fully indemnify and hold harmless the Procuring Party for any and all liability that may arise therefrom.

NOW THEREFORE, in consideration of the premises hereof, the mutual benefits and detriments to be had and derived hereunder, and other good and valuable considerations not expressly herein enumerated, the parties agree as follows:

1. Same Terms and Conditions as the County of San Bernardino Contracts. Except as expressly set forth herein or as subsequently determined by the mutual agreement of the parties, with respect to any Procuring Party competitive procurement that contemplates cooperative governmental purchasing, the same general terms and conditions
as the Procuring Party contracts shall apply to this Agreement, with all particulars, including, but not limited to, those described herein, and shall be set forth with specificity in one or more purchase orders to be mutually agreed to by and between the Buyer and Procuring Party, in their sole discretion.

2. **Use of Services Including Professional Services.** Procuring Party shall permit Buyer to utilize the Procuring Party’s contracts to purchase certain services including professional and associated services in accordance with the terms hereof and as set forth in the applicable contract. The pricing shall be as set forth generally in the applicable contract and shall be effected by one or more purchase orders or contracts, as applicable, from Buyer to vendor.

3. **Sale of Goods and Supplies.** Procuring Party shall permit Buyer to utilize the Procuring Party’s competitively-sourced contracts which include a participation clause to purchase goods or supplies in accordance with the terms and pricing hereof and as set forth in the applicable contract. Except as expressly set forth herein or as subsequently determined by the mutual written agreement of the parties, with respect to any Procuring Party competitive procurement that contemplates cooperative governmental purchasing, the same terms, conditions and pricing as the Procuring Party contracts shall apply to this Agreement, with all particulars, including, but not limited to, those described herein, and shall be set forth with specificity in one or more purchase orders or contracts, to be mutually agreed to by and between the Buyer and vendor, in their sole discretion.

4. **Common or Shared Services.** Procuring Party shall permit Buyer to utilize common or shared services performed by Procuring Party’s various departments, including but not limited to, printing services, Fleet Management services, County Counsel, and the Real Estate Services Department, upon agreement by the department to provide the service to Buyer. Buyer shall pay Procuring Party for common or shared services at the same rates as are applied to internal departments of Procuring Party for such services.

5. **Utilization Process.** When Buyer wishes to utilize a specific contract of Procuring Party to purchase goods, supplies or services, Buyer shall deliver written notice of same to the Procuring Party department or division responsible for the procurement. If the contract is through the Procuring Party’s Purchasing Division the notice shall go to the Purchasing Manager responsible for the Purchasing Division. The notice shall identify the specific contract Buyer wishes to utilize and shall include a copy of this Agreement. Buyer shall prepare and send to Procuring Party a quarterly report, in a mutually agreed format, identifying what Buyer has purchased, the line item pricing and total amount of the purchase, for each Purchasing contract that was utilized.

6. **Limitations on Payment; Performance.** The parties hereto agree that Procuring Party shall bear no responsibility for any obligations, liabilities or duties of the Buyer set forth in the Agreement. Notwithstanding the foregoing to the contrary, Procuring Party shall remain responsible for all obligations, liabilities and duties it agrees as set forth in any applicable contract.
7. **Term and Termination.** This Agreement is effective on January 28, 2020 and expires on January 27, 2023 with the option for two, one year extensions. Buyer and Procuring Party each reserve the right to terminate the Agreement, for any reason, with a sixty (60) day written notice of termination.

8. **Indemnities.** Buyer shall indemnify, defend and hold harmless the Procuring Party, and its respective successors or assigns, from and against any claims, suits, damages, liabilities, costs or expenses of whatever kind or nature, including attorney’s fees, related to or arising from the compliance or non-compliance of this Agreement with applicable federal, state and/or local laws governing the procurement policies of a public agency, including, but not limited to 2 CFR 200 et seq., as amended and all laws and regulations pertaining thereto.

9. **Notices.** All notices and other communications required or permitted hereunder, or contemplated hereby, shall be in writing and shall be personally delivered in return for a receipt, e-mail transmission (with original to follow by personal delivery or overnight delivery) or sent by overnight delivery by a national reputable courier service with confirmation of delivery, to the parties at the addresses set forth below. All notices shall be deemed given on the date of receipt if transmitted by e-mail and delivered during normal business hours, personally delivered in return for a receipt, or on the next business day following delivery to a national reputable, overnight courier service with a next-day delivery directive. Any party may change the address and parties to which notices are to be given notice in this manner.

If to Procuring Party:

COUNTY OF SAN BERNARDINO
Chief Executive Officer
County Administrative Office
385 N. Arrowhead Ave., 5th Floor
San Bernardino, CA 92415-0120

If to Buyer:

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
715 East Brier Drive
San Bernardino, CA 92408
Attention: Purchasing Manager
909-890-0644

10. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California without regard to the conflict of laws principles thereof. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract
will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, this agreement has been executed by the parties on the date first above written.

COUNTY OF SAN BERNARDINO

Curt Hagman, Chairman, Board of Supervisors
Dated:
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By ___________________________ Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

Julie Surber, Principal Asst. County Counsel
Date ___________________________

Reviewed for Contract Compliance

Reviewed/Approved by Department

Name ___________________________
(Print or type name of person signing contract)

Title ___________________________
(Print or Type)

Name ___________________________
(Print or type name of corporation, company, contractor, etc.)

By ___________________________
(Authorized signature - sign in blue ink)

Name ___________________________
(Print or type name of person signing contract)

Title ___________________________
(Print or Type)

Name ___________________________
(Print or type name of corporation, company, contractor, etc.)

By ___________________________
(Authorized signature - sign in blue ink)

Name ___________________________
(Print or type name of person signing contract)

Title ___________________________
(Print or Type)

Address ___________________________
715 East Brier Drive
San Bernardino, CA 92408

Date ___________________________
Date ___________________________
Date ___________________________
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
BENARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Construction Contract with Interior Demolition, Inc. for Abatement and Demolition Services for Waterman Gardens Phase IV

RECOMMENDATION(S)
1. Award a construction contract, effective January 15, 2020, to Interior Demolition, Inc. for abatement and demolition services for the vacant buildings at Waterman Gardens, Phase IV, in the city of San Bernardino in an amount not to exceed $322,336.
2. Authorize and direct the Executive Director to execute and deliver the contract to Interior Demolition, Inc., and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.
HACSB is adequately staffed with well trained and fully developed employees.
HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT
The total contract amount is not expected to exceed $322,336 of which is included the Housing Authority of the County of San Bernardino’s (HACSB) Capital Fund Program budget.

BACKGROUND INFORMATION
HACSB is redeveloping the remaining Waterman Gardens Public Housing site located at Waterman and Baseline in the city of San Bernardino. In partnership with National Community Renaissance of California (NCRC), HACSB and NCRC completed and fully occupied two phases to date including 75 affordable housing units at Valencia Vista and 61 affordable housing units at Olive Meadow. The next on-site phase of construction, 184 units at Crestview Terrace, just recently broke ground in October of 2019. Approval of this item will allow the abatement and demolition for the remaining 22 vacant units which have been approved by the United States Department of Housing and Urban Development (HUD) for demolition and abatement of materials containing asbestos and lead paint in 36 vacant units.

Demolition of these units is also being requested to create a safer environment for the neighboring community, including residents of Olive Meadow and the newly opened Head Start Preschool at Arrowhead Grove. The vacant units have led to increased vandalism and other nuisance-related issues. In order to assist with providing a safer living environment, the remaining tenants of the Public Housing units have been relocated off-site. Remaining vacant units will be demolished to deter further security issues during the preparation and planning of future construction phases.
PROCUREMENT
On September 4, 2019, HACSB issued an Invitation for Bid (IFB) PC1130 for Waterman Gardens Phase IV Abatement and Demolition Services which resulted in the receipt of five proposals. Outreach efforts included advertisements in three local newspapers, email invitations to 56 contractor’s, posting on the agency website, and 415 vendor notifications through the agency’s electronic bidding software Planetbids. The proposals were evaluated per the requirements of the IFB in which Interior Demolition, Inc. was the lowest bidder, considered responsive, and determined responsible to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:

<table>
<thead>
<tr>
<th>Contractors Name</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Wrecking, Inc.</td>
<td>El Monte, CA</td>
<td>$365,737</td>
</tr>
<tr>
<td>Bayview Environmental Services, Inc.</td>
<td>Santa Fe Springs, CA</td>
<td>$733,965</td>
</tr>
<tr>
<td>Interior Demolition, Inc.</td>
<td>Montrose, CA</td>
<td>$322,336</td>
</tr>
<tr>
<td>Resource Environmental, Inc.</td>
<td>Long Beach, CA</td>
<td>$345,000</td>
</tr>
<tr>
<td>Vizions West, Inc.</td>
<td>Menifee, CA</td>
<td>$436,730</td>
</tr>
</tbody>
</table>

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends approval to contract for abatement and demolition services with Interior Demolition, Inc. and delegation to the Executive Director the authority to execute the contract and approve non-financial revisions to the contract. Under the proposed revisions to the Procurement Policy that is also on today’s Housing Commission (Board) agenda the Executive Director is authorized to approve change orders on Board approved contracts up to a cumulative total of ten percent of the Board approved amount, not to exceed $250,000.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 19, 2019.
CONTRACT FOR CONSTRUCTION
(FOR CONSTRUCTION CONTRACTS GREATER THAN $150,000)

THIS CONTRACT FOR CONSTRUCTION AGREEMENT PC1130 ("Agreement") is made as of the 15th day of January, 2020 by and between Interior Demolition, Inc., ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

WHEREAS, HACSB is a public entity in San Bernardino County, State of California, committed to provide affordable and safe public housing for low and moderate income families; and

WHEREAS, Contractor has offered to provide certain services to HACSB, and HACSB wishes to retain Contractor for the provision of such services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree as follows:

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Description of Work"). The Work shall be performed in compliance with the plans and specifications described on Exhibit "A", attached hereto and incorporated herein by reference ("Description of Work"). The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 75 working days after the commencement date in the Notice to Proceed including Add Alternate.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the Additional General Provisions (Exhibit "C"). The price shall not exceed $322,336.00 (Base Bid and Alternate #1). This amount is full consideration for this Agreement as written.

ARTICLE 4. Payment. Unless otherwise specified, Payment shall be made in accordance with and in the manner specified in the General Conditions.

ARTICLE 5. Contract Documents. This Agreement incorporates by reference all of the following documents (the "Contract Documents"):

1. General Conditions (form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Work Authorization and Contractor Bid Proposal, attached hereto as Exhibit "D" and incorporated herein by reference
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "E" and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "F" and incorporated herein by reference.
6. Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act. Information relating to the Davis-Bacon Act may be found at http://beta.SAM.gov/. Wage Determination: CA20190017 07/26/2019 MOD4, attached hereto as Exhibit "G" and incorporated herein.
by reference.

7. All agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement, including all documents that are included in the bid package for PC1130.

8. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U.S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at http://www.gpoaccess.gov. State of California regulations may be found at http://www.leginfo.ca.gov. For laws the County of San Bernardino, go to http://www.sblawlibrary.org.

**ARTICLE 6. Best Efforts.** Contractor shall perform its duties on premises approved by HACSB, during HACSB’S regular work days and normal work hours and warrants that it shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the services performed by Contractor and may in its reasonable business discretion, reject such services in writing.

**ARTICLE 7. No Conflicts.** HACSB acknowledges that Contractor has other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude Contractor from devoting time and attention to such business and personal interests. HACSB further acknowledges that Contractor has the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the Work or the obligations of Contractor to HACSB pursuant to this Agreement. In connection with Contractor’s performance of the Work hereunder, Contractor represents that there exists no actual, potential or appearance of conflict arising out of Contractor’s business and financial interests.

**ARTICLE 8. Limit of Engagement.** This Agreement does not and shall not be construed to create any partnership or agency whatsoever beyond the purposes set forth in Article 1 hereof. Contractor shall not be deemed to be a partner, joint venture, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility, on behalf of HACSB or corporations affiliated with HACSB, other than as expressly herein provided.

**ARTICLE 9. Responsibilities of HACSB.** If information, data, or documentation necessary to facilitate Contractor’s performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. Should Contractor determine that a delay in its performance has occurred, which is solely attributable to a failure of HACSB, Contractor will promptly notify HACSB in writing.

**ARTICLE 10. Change Orders.** HACSB shall have the right, from time to time, to make changes to the Work by change order as set forth in the Contract Documents.

10.1 **Add Alternates.** All pricing submitted in sealed bid package including any Add Alternates shall be binding.

**ARTICLE 11. Return of HACSB Property.** All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor’s notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB’s prior written authorization.

**ARTICLE 12. Confidential Information.** HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, “Confidential Information” of HACSB means any nonpublic, proprietary information or technology
used in HACSB’s business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB’s Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

ARTICLE 13. Performance Bond. Contractor certifies that prior to its commencement of Work it shall provide to HACSB a written, fully executed Performance Bond, in substantially the form attached hereto as Exhibit “E”, and incorporated herein by reference.

ARTICLE 14. Indemnity; Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys’ fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB.

ARTICLE 15. Compliance with Contract Documents. Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control.


a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor’s performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

b. Contractor’s warranty in no way supersedes any manufacturer’s warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers’ warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer’s warranty.

c. In the event of Contractor’s failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor’s expense and will honor and pay the costs and charges therefore upon demand.
ARTICLE 17. Superintendence by Contractor. Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.

ARTICLE 18. Accident Prevention. Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 4, as amended) and the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

ARTICLE 19. Removal of Debris, Cleaning. Contractor shall, daily or as directed during the progress of the Work on the Project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.

ARTICLE 20. Designation of Subcontractors.

a. In compliance with the Subletting and Subcontracting Fair Practices Act (Sections 4100 et seq. of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to California Labor Code section 1725.5 of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor’s total bid, and (b) the portion of the Work which will be done by each subcontractor.

b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor’s total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor’s total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.

d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor’s total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

ARTICLE 21. Stipulation of Lien. Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the
Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form attached hereto as Exhibit “F”, and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder’s Office of San Bernardino County, California.

**ARTICLE 22. Assignment.** Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB.

**ARTICLE 23. Rights and Remedies of HACSB for Default.**

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor’s expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.

b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.

c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

**ARTICLE 24. Termination.** In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency. HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor’s obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.
ARTICLE 25. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested. All notices sent pursuant to this Agreement shall be addressed as follows:

If to HACSB:  
Angie Lardapide, Procurement Department  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA  92408-2841  
alardapide@hacsb.com

If to Contractor:  
Maria Molina, Owner/Secretary and Treasurer  
Interior Demolition, Inc.  
2621 Honolulu Avenue  
Montrose, CA 91020  
maria@interiordemolition.net

Notices will be deemed effective upon receipt.

ARTICLE 26. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 27. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 28. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 29. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 30. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

ARTICLE 31. Licensed Contractor. Contractor represents and warrants that it is a licensed contractor in good standing with the California Contractors State License Board.

[END – SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date:

Interior Demolition, Inc.

By: ______________________________ (Affix seal if a corporation)
Name: Maria Molina
Its: Secretary and Treasurer

CERTIFICATE OF CORPORATE AUTHORITY

I, ______________________________ certify that I am the______________________ of the corporation named as Contractor herein; that ______________________________ who signed this Agreement on behalf of Contractor, was then____________________ of said corporation; that said Contract was duly signed for and in behalf of said corporation and its governing body and is within the scope of its corporate powers.

By: ______________________________
Name: ______________________________
Its: ______________________________
Date: ______________________________

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: ______________________________
Name: Maria Razo
Its: Executive Director

Date: ______________________________
EXHIBIT “A”

DESCRIPTION OF WORK

SCOPE OF WORK PER BID PC1130 TO BE INCORPORATED IN BID SPECIFICATIONS.

1. PROCUREMENT AND CONTRACTING REQUIREMENT

1.1 INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation’s most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2,514 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county’s growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone’s use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

1.2 INVITATION FOR BID

The Housing Authority of the County of San Bernardino (HACSB) is accepting sealed bids from licensed and bonded Trade Contractors for the Waterman Gardens – Phase IV to provide demolition, abatement, removal and disposal services in the City of San Bernardino.

PROJECT:
The project consists of demolition of existing public housing duplexes and four-plexes (9 structures, totaling 22 units), abatement of materials containing asbestos and lead paint abatement (15 structures, totaling 36 units). After abatement has been completed, debris, fixtures and appliances are to be removed and the structures are to be demolished.
Buildings/Apartments for Abatement:

<table>
<thead>
<tr>
<th>Building Addresses</th>
<th>Apartments</th>
<th># Bedrooms / Apartment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1163, 1169 N. Crestview Ave</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>1191, 1193 Alder St</td>
<td>2T**</td>
<td>5T**</td>
</tr>
<tr>
<td>1175, 1181, 1189, 1195 N. Crestview Ave</td>
<td>4T**</td>
<td>2T**</td>
</tr>
<tr>
<td>352, 354 E. Orange St</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>361, 363 E. Baseline St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>362, 364 E. Orange St</td>
<td>2</td>
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<tr>
<td>371, 373 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>386, 388, 392, 394 E. Orange St</td>
<td>4T**</td>
<td>2T**</td>
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<tr>
<td>406, 408 E. Orange St</td>
<td>2</td>
<td>3</td>
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<tr>
<td>426, 428 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>440, 442, 444, 446 E. Orange St</td>
<td>4T**</td>
<td>2T**</td>
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<tr>
<td>459, 461 E. Orange St</td>
<td>2</td>
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</tr>
<tr>
<td>462, 464 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>473, 475 E. Orange St</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>476, 478 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td><strong>15 Buildings Total</strong></td>
<td><strong>36 Apartments Total</strong></td>
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</table>

Buildings/Apartments for Demolition:

<table>
<thead>
<tr>
<th>Building Addresses</th>
<th>Apartments</th>
<th># Bedrooms / Apartment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1191, 1193 Alder St</td>
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<td>5T**</td>
</tr>
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<tr>
<td>371, 373 E. Orange St</td>
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<tr>
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<tr>
<td>406, 408 E. Orange St</td>
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<td>3</td>
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<td>426, 428 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>440, 442, 444, 446 E. Orange St</td>
<td>4T**</td>
<td>2T**</td>
</tr>
<tr>
<td><strong>9 Buildings Total</strong></td>
<td><strong>22 Apartments Total</strong></td>
<td></td>
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</tbody>
</table>

*All other buildings are to be protected in place.

**(T) Townhome

**ADD ALTERNATE #1:**

Buildings for Demolition:

<table>
<thead>
<tr>
<th>Building Addresses</th>
<th>Apartments</th>
<th># Bedrooms / Apartment</th>
</tr>
</thead>
<tbody>
<tr>
<td>462, 464 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>476, 478 E. Orange St</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>459, 461 E. Orange St</td>
<td>2</td>
<td>4</td>
</tr>
</tbody>
</table>
Demolition to include:
- housing units
- clothes line frames and wire
- patio shade structures
- carports
- concrete block enclosures
- trees, as marked

Trees, as marked will be cut down, stumps to remain. All foundation, flatwork, streets, curbs, sidewalks, buried conduit, pull boxes, valve caps, hydrants, poles, and vegetation are to be protected in place.

Units are to be demolished “as-is” when Contractor moves onto site.

Connections to gas, cable, electrical and phone shall be removed by Owner, but most of the internal wiring and plumbing remains and must be removed and disposed of appropriately by Contractor. Utilities through the slab will be blocked and plugged with concrete.

Bid includes mobilization, all labor, materials and equipment needed to complete the services, compliance with all regulations, and stabilization of the disturbed soil at the end of the project.

It is the responsibility of the Contractor to review and verify all quantities and existing conditions in the field, in addition to meeting all regulatory requirements, obtain all required permits and documents.

NOTE: Funding for this project is through the United States Department of Housing and Urban Development (HUD) and is subject to all HUD requirements.

Bidders are required pursuant to California Business and Professions Code 7028.15 to hold a valid State Contractor’s License as classified in Public Contract Code Section 3300 at the time the contract is awarded. Bidders shall conform to California Business and Professions Code 7059 for Specialty Contractor’s Licensing Provisions. Certification is contained in the Bid Form. Prime Bidders must possess the following classification(s) of contractor’s license for each Bid Package listed below:

1. A or B License, self performs demo & abatement, holds C-22* license.
2. A or B License
   a. Subcontract all work to licensed trades C-21 & C-22*
3. A or B License, self performs demo, holds C-21 license
   a. Subcontracts abatement work to licensed C-22* contractor.
4. A or B License, self performs abatement, holds C-22* license
   a. Subcontracts demo work to licensed C-21 contractor.

Note:*All C-22 are required to comply with Business & Professions Code, Division 3, Chapter 9. Contractors, Article 4, in regards to Classification Certifications.

Estimate: $ 355,000

The Contractor is responsible for the performance and completion of all items in the Scope of Work. The Contractor shall coordinate all work and shall cooperate with the HACSB Project Manager as necessary to ensure progress and timely completion of the Work.
Estimated duration of the contract is 60 WORKING DAYS. Start date for Project will be given through a Notice to Proceed letter. Working hours for this project will be 7:00am to 6:00pm Monday through Friday. Liquidated damages in the amount of $1,000 per day will be assessed for this project if it is not completed within 60 working days from notice to proceed.

Davis-Bacon Prevailing Wages will be required to be paid for all work performed under this Invitation for Bids. Current Wage Determinations may be obtained directly from the website at http://beta.SAM.gov/. It shall be mandatory upon the Contractor to whom any contract is awarded and upon any Subcontractor under him to pay not less than said specified prevailing rates to all laborers and mechanics employed by them in the execution of the contract.

The Contractor should use the Davis Bacon Wage Rates for trades for pricing their bid. The wage Determination may be found at http://beta.SAM.gov/. The current wage determination is: CA20190017 07/26/2019 MOD4.

This project is subject to compliance monitoring and enforcement by HUD Handbook 1344.1 Chapter 8. Submission of certified payroll will be done through LCP Tracker.

Bids are to be submitted electronically through PlanetBids website: https://www.planetbids.com/portal/portal.cfm?CompanyID=40135

The work shall consist of the provision of all permits, materials, labor and equipment to perform the complete work as identified in the Scope of Work for this bid. Contractor will be responsible for following all items addressed in the Scope of Work, specifications, and all applicable laws, codes, regulations and any manufacturer’s recommendations.

No oral requests for clarification will be accepted. All such requests must be submitted via PlanetBids (Bid PC1130) no later than 10:00am PST on September 26, 2019.

**TIMELINE:**

<table>
<thead>
<tr>
<th>Release of IFB:</th>
<th>September 4, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory Job Walk:</td>
<td>September 18, 2019 @ 9am</td>
</tr>
<tr>
<td>Deadline for Questions:</td>
<td>September 26, 2019 @ 10am</td>
</tr>
<tr>
<td>Answers/Clarifications posted by:</td>
<td>September 30, 2019 @ 4pm</td>
</tr>
<tr>
<td>BIDS DUE:</td>
<td>October 8, 2019 @ 10am</td>
</tr>
</tbody>
</table>

It is the HACSB’s intent to award a single contract to the lowest responsive bidder based on the total bid amount for the scope of all the work.

It is the contractor’s responsibility to submit all necessary documents included with the bid package including the use of the supplied bid bond form. Bid Guarantee (for contracts in excess of $25,000) by the bidder in accordance with policy 2 CFR §200.325 Bonding Requirements, which states: “A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.”

1.3 REQUIRED DOCUMENTS

The following items are statutory requirements for each bidder and those marked with an asterisk are to be submitted with the bid. Signatures, and/or initials, are required. If any of the required items are not submitted, incomplete, or submitted on any other form other than those provided, the bid will be considered non-responsive and will be disqualified. All of these forms are available on the HACSB website at www.hacsb.com on the “Business” page under “Procurement Forms” and attached hereto as attachments and incorporated herein by reference.

1. Instructions to Bidders for Contracts (HUD 5369)
2. Representations, Certifications, and Other Statements of Bidders (HUD5369-A)*
3. General Conditions for Construction Contracts (HUD 5370)
The following items are required of the apparent low bidder once determined:

1. Valid State of California contractor’s License, Class A, B or appropriate specialty contractor’s license
2. Certificate of Worker’s Compensation Insurance
3. Certificate of Liability Insurance, minimum policy coverage of $2,000,000.00 with the HACSB named as an additional insured on the policy. See proposal form for additional coverage requirements.
4. Environmental Liability: $500,000; per occurrence and aggregate; HACSB Additional Insured.
5. Certificate of Automobile Liability Insurance, minimum policy coverage of $1,000,000.00 with the HACSB named as an additional insured on the policy.
7. 100 % Performance/Payment Bond.

Bidders shall inform all proposed subcontractors that they will be required to submit similar items within 72 hours if requested by HACSB.

Bidder’s attention is directed to the provision for Equal Employment Opportunity and payment for all persons of not less than the minimum wages as set forth in the attached Federal Wage Requirements. This is a Davis Bacon project and Federal Regulations will be enforced.

No bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the bids without the consent of the HACSB.

Additional requirements may be imposed as necessary to satisfy all statutory requirements which may attach to the work needed to be performed. The HACSB reserves the right to reject any or all bids, to accept the bid best suited to its needs, or to waive any non-statutory informality in the bidding.

2. GENERAL REQUIREMENTS – PART 1

2.1. SUMMARY OF WORK – DEMOLITION
2.1.1. Demolition of 9 structures totaling 22 apartments and miscellaneous features.
2.1.2. Lead and asbestos abatement
2.1.3. Tree Removal, as marked in field
2.1.4. The successful bidder will submit a Contractor’s Waste Management and Recycling Plan prior to the commencement of the work. All work will be performed in accordance to the Recycling of Waste per City of San Bernardino Municipal Code, and CAL/EPA, Title 22 CCR Disposal and Transportation of Hazardous Waste
2.1.5. Shut off water at street valve and cap for each per building. If existing water shut-off valves are not operable, contractor is responsible to replace valve.
2.1.6. Transportation of waste disposal to appropriate and certified facilities based upon waste type
2.1.7. Site Clean-up
2.1.8. Compliance with Storm Water Pollution Prevention Plan
2.1.9. Site Security

2.2. WORK COVERED BY CONTRACT DOCUMENTS

2.2.1. Installation of security fencing as directed by the HACSB Project Manager and maintenance of security fencing throughout the demolition.

2.2.2. Demolition of designated units – see attached construction plans. Demolition to include the removal of all features above the slab foundation. Slabs, streets, driveways, curbs, gutters and lights are to remain, protected in place. Prior to demolition, abatement work for lead, asbestos, and if present mercury and Freon is required. Demolition for purposes of this contract will include all elements above the slab regardless of nature including utilities, plumbing, electrical wiring, trash, and any other items found.

2.2.3. Miscellaneous demolition of components outside of the building exterior consists of concrete block enclosures, patio shade structures and clothes line frames. Additionally, only marked trees defined within the general boundary of a demolished building will also be removed, providing a clear cut down to the stumps.

2.2.4. Contractor will be responsible for the un-boarding of all units, including the removal of such plywood.

2.2.5. Demolition and removal of other miscellaneous features as directed by the HACSB Project Manager is included.

2.2.6. The demolition includes the removal, transport, and fees of said material to the appropriate waste receiving center or recycling center as determined by the Contractor’s submitted and approved recycling plan.

2.2.7. Sewer and water lines will be capped and plugged, flush with concrete foundation.

2.2.8. Compliance with Regional Water Quality Control Board (RWQCB) and South Coast Air Quality Management District (AQMD) as well as State, Federal, and local regulations and ordinances are required including obtaining SCAQMD Abatement and Demolition permits and fees.

2.2.9. Contractor will follow and abide with local ordinances of the City of San Bernardino.

2.2.10. Removal of lead and asbestos materials – see attached reports for each including guidelines for removal and disposal.

2.2.11. Removal and disposal of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

2.2.12. Manifests or certifications for appropriate disposal and recycling are required for all components disposed of or recycled.

2.2.13. If present, remove and legally dispose of mercury-containing materials including florescent, high pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballast, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCB’s are present.

2.2.14. At no time shall any debris be burned or buried on site or used as backfill.

2.2.15. Contractor shall obtain all necessary permits, and pay applicable fees. Permits shall be on-site prior to starting demolition. Provide copies of the permits to the HACSB.

2.2.16. Provide the HACSB Project Manager with documentation or certification of appropriate disposal from receiving facility.

2.2.17. The Contractor shall develop his own source for temporary water and power as needed in order to perform the work.

2.2.18. San Bernardino County Fire may wish to engage in training exercises in vacant, abated buildings. With advance notice, HACSB will schedule such training exercises with contractor’s schedule.

2.3. PROTECT IN PLACE

2.3.1. Within the demolition footprint, the following features are to be protected and to remain in place:

2.3.1.1. Foundation slab of each structure
2.3.1.2. Patio slabs
2.3.1.3. Driveways, streets and curbs
2.3.1.4. Existing vegetation
2.3.1.5. Any item not listed for demolition including buried facilities and buried utilities.
2.3.1.6 Exterior common area lighting

2.4 WORK BY HACSB
2.4.1. Provide current WDID and EPA ID numbers
2.4.2. Provide address list, construction plans for existing units, demolition plans, specifications, asbestos reports, lead reports, and storm water pollution prevention plans.
2.4.3. Ensure work area is vacated of all residents.
2.4.4. Ensure all utility wires to the buildings have been removed.
2.4.5. Current security lighting is made available to the Contractor.
2.4.6. Provide third party monitor per abatement requirements.
2.4.7. Provide adequate access to the site for demolition, mobilization, and Contractor employee parking.

2.5 AUTHORITY OF THE HACSB PROJECT MANAGER
2.5.1. All questions that should arise as to the quality or acceptability of materials and work performed and as to the manner of performance and rate of progress of the work will be decided by the HACSB Project Manager. All questions which may arise as to the interpretation of the plans and specifications, as to the acceptable fulfillment of the contract on the part of the Contractor, and as to the compensation shall be decided by the HACSB Project Manager whose decision is final.

2.6 CONSTRUCTION PLANS AND REPORTS
2.6.1. The construction plans and reports furnished consist of general information and details to give a comprehensive idea of the construction contemplated.
2.6.2. The project site is in an “existing condition” and therefore it is prudent and required upon the Contractor to compare the “existing condition” to the construction plans and implement a demolition plan accordingly.

2.7 INTENT OF PLANS AND SPECIFICATIONS
2.7.1. The intent of the plans and specifications is to prescribe the details for the demolition and completion of the work which the Contractor undertakes to perform in accordance to the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete details, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

2.8 RISK OF LOSS
2.8.1. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The HACSB assumes no responsibility for the condition of existing buildings, structures and other property within the demolition area, or the condition of the property before or after the solicitation of proposals. No adjustment of proposal price or allowance for any change in conditions that occurred after the acceptance of the lowest responsible, responsive proposal will be allowed.

2.9 ORDER OF THE WORK
2.9.1. Deliver all notifications as required.
2.9.2. Obtain all permits, including, prepare and submit to the City of San Bernardino for approval the Construction & Demolition and Recycling Plan (CDRP Plan).
2.9.3. Provide copies of all permits to HACSB Project Manager’s prior to beginning any demolition.
2.9.4. Prepare and submit to HACSB Project Manager a Safety Plan for the project.
2.9.5. Owner reserves the right to dictate order and progression of work.
2.9.6. Include a project schedule in Microsoft Project, including weekly updates.

2.10 SUPERINTENDENCE AND INSPECTION
2.10.1. The Contractor shall designate in writing before starting work, an authorized representative who shall
have the authority to represent and act for the Contractor. This representative shall be proficient in speaking and writing English.

2.10.2. The authorized representative **shall be present** on the site, at all times while the work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the HACSB Project Manager shall be made for any emergency work which may be required.

2.10.3. The HACSB Project Manager or his / her representative shall at all times, have safe access to the work for the purposes of inspection. The HACSB’s inspection of the work does not relieve the Contractor of any of the Contractor’s obligations to fulfill the contract.

2.10.4. If any subcontractor or person employed by the Contractor appear noncompliant with the contract documents or the safety plan, the HACSB’s Project Manager or representative shall have the right to discharge that subcontractor or person immediately and that subcontractor or person shall not be employed again for the remaining performance of this contract.

### 2.11 APPLICABLE LAWS, RULES, AND REGULATIONS

2.11.1. The following laws, rules, and regulations listed herein are for the Contractor’s reference. Nothing within the contract documents shall relieve the Contractor of his responsibilities to be in full compliance with all applicable laws, rules, and regulations whether specifically mentioned or not mentioned.

2.11.1.1. California Occupational Safety and Health Act (CAL/OSHA) Title 8, California Code of Regulations (CCR)

2.11.1.2. California Air Resources Board Ambient Air Quality Standard, Title 24

2.11.1.3. California Department of Public Health, Title 17 CCR

2.11.1.4. CAL/EPA, Title 22 CCR Disposal and Transportation of Hazardous Waste

2.11.1.5. HUD – Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992

2.11.1.6. HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards as published in the 2nd Edition July 2012

2.11.1.7. California Labor Code, Division 5, Part 1 as it pertains to safety in employment and with the applicable provisions of the Title 8, CCR as it pertains to the Occupational Safety and Health in the work place.


### 2.12 PERMITS

2.12.1. The following list of permits are listed for the Contractor’s reference. The Contractor shall obtain all permits necessary to legally perform the contracted scope of work.

2.12.1.1. Demolition Permit from the City of San Bernardino.

2.12.1.2. CAL/OSHA permit and CAL/OSHA notification prior to the start of any work.

2.12.1.3. Proof of notification of the South Coast Air Quality Management District.

### 2.13 SUBMITTALS

2.13.1. The Contractor shall submit the following forms and applications to the appropriate authorities and shall provide copies to the HACSB Project Manager upon approval. These applications and forms shall be submitted and approved prior to the Contractor beginning any demolition work.

2.13.1.1. Per “City of San Bernardino Waste Enclosure Ordinance”, the Contractor shall submit for review and approval a complete CDRP.

2.13.1.2. City of San Bernardino Application for Demo Permit – Approved Route for Trucks.

2.13.1.3. South Coast Air Quality Management District “Rule 1403 Form Notification of Demolition or Asbestos Removal”. Note: This form must be filled out separately for each activity of demolition and asbestos removal.

2.13.2. Per the approved Storm Water Pollution Prevention Plan, the Contractor shall comply with all submittal requirements.
2.13.3. Landfill record reporting via receipt or acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

2.13.4. Contractor shall prepare at his own expense a CDRP for the City of San Bernardino approval. The components of this plan shall include but not be limited to:

2.13.4.1. Schedule of demolition activities which indicate a detailed sequence of the selective demolition and removal work with starting and ending dates for each activity.

2.13.4.2. Indicate how the Contractor proposes to recycle at least 65% of the construction and demolition wastes for reuse.

2.13.4.3. Indicate a list of reuse facilities, recycling facilities and processing facilities that will be receiving the recovered materials including re-sale.

2.13.4.4. If some of the materials will be donated or sold, describe the process and identify the organizations that may receive the materials.

2.13.4.5. Identify the materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations) and explain why the materials are not recovered.

2.13.4.6. List the permitted landfill, or other permitted disposal facilities that will be accepting the disposed waste materials.

2.13.4.7. Indicate instances or situations where compliance with the requirements of this specification do not apply or do not appear to be possible.

2.13.4.8. Prepare a worker safety plan, assessment of building condition and all potential hazards.

2.13.4.9. Provide a final accounting of recovered materials upon completion of the project.

2.13.4.10. Provide the HACSB Project Manager with delivery receipts for the recycled / disposed materials and waste sent to permitted recycling facilities, processing facilities, or landfill with the following information:

2.13.4.10.1. Name of firm accepting the recovered materials or waste disposed materials.

2.13.4.10.2. Specify type of facility (retail facility, recycler, processor, Class III landfill, MRF)

2.13.4.10.3. Location of the facility

2.13.4.10.4. Type of Materials

2.13.4.10.5. Date of Delivery

2.14 ACCESSIBLE AREAS

2.14.1. The Contractor shall have full site of the demolition area as shown on the attached plans.

2.14.2. The Contractor’s access to the demolition area shall be via Orange Street and Crestview Avenue.

2.14.3. The Contractor, subcontractors, and all employees shall not interact with or enter into the resident area of the Waterman Gardens complex. This area is further described as being bounded by Waterman Avenue on the west, Baseline Street on the north, La Junta Street on the east, and Olive Street on the south.

2.15 EXISTING CONDITIONS

2.15.1. The existing buildings are in varying degrees of condition and damages including some fire damage.

2.15.2. The miscellaneous components to be removed from each unit vary in composition and quantity.

2.16 LITTERING AND HOUSEKEEPING

2.16.1. The Contractor shall be responsible for keeping the site clean on a daily basis and for removing any demolition debris, litter, or other loose material resulting from the execution of the demolition work. Any cost incurred by the HACSB to keep the site clean shall be charged to the Contractor and deducted from the funds due for the work.

2.16.2. Littering of the site shall not be permitted

2.16.3. All waste will be stored on site in an acceptable container appropriate for the type of waste or hauled off the site daily.

2.17 PUBLIC PATHS AND TRAVEL WAYS

2.17.1. Units listed in DEMO V (shown in green on the demo map) will REMAIN OCCUPIED THROUGHOUT
2.17.2. Full street access and pedestrian circulation shall be provided to the residents.
2.17.3. Existing sidewalks shall be open at all times during construction.

2.18 PROTECTION OF PUBLIC FACILITIES
2.18.1. The Contractor shall take all necessary precautions to avoid any damage to streets within the right of way including abutting sidewalks, and ADA ramps. Any intentional damage to these facilities will be repaired by the Contractor at no additional cost to the HACSB. The repairs will return said facilities to their pre-damaged condition.
2.18.2. The Contractor shall take all necessary precautions to avoid any damage to existing public utilities such as fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, underground utilities or other appurtenances in the vicinity of the demolition site.
2.18.3. The Contractor shall pay for temporary relocation of utilities as necessary, which are relocated at the Contractor’s request for his convenience.
2.18.4. Existing property line block walls to remain protected in place.

2.19 SITE SECURITY
2.19.1. Full site security is the responsibility of the Contractor and the Contractor shall assume whatever means are necessary to ensure site security and safety. This may require the Contractor to install necessary fencing before any demolition work and not remove said fencing until the completion of all demolition.
2.19.2. Until the acceptance of the contract, the Contractor shall have the charge and care of the work and all materials and equipment used therein for the contract. The Contractor shall bear full risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work of the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof.
2.19.3. Where necessary to protect the work or materials from damage, the Contractor shall, at the Contractor’s expense, provide suitable precautions to protect the work or materials from damage. The suspension of the work from any cause whatever shall not relieve the Contractor of the responsibility for the work and materials as herein specified.

2.20 NOISE POLLUTION
2.20.1. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City of San Bernardino, South Coast Air Quality Management District (AQMD), and California Air Resource Board (CARB).

2.21 AIR POLLUTION
2.21.1. The Contractor shall comply with applicable air pollution control requirements of the AQMD and CARB. The Contractor shall take appropriate actions to minimize atmospheric pollution and prevent particulate matter from becoming airborne. Such reasonable precautions shall include but not limited to:
2.21.1.1. The use of water or chemicals for control of dusts in the demolition of existing buildings, structures, miscellaneous demolition, construction operations, and clearing or removal of debris.
2.21.1.2. Transports trucks shall be covered when moving to prevent loss of debris or dust.

2.22 FIRE PREVENTION AND HAZARDS
2.22.1. Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
2.22.2. The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguishers on site. A fire extinguisher shall be provided every 50’.
2.22.3. When a cutting torch or other equipment that might cause a fire is being used, a fire blanket and fire
extinguisher shall be placed close at hand for instant use.

2.22.4. No fires of any kind will be permitted on the HACSB property or demolition site.

2.22.5. The Contractor shall arrange for access to and use of during working hours one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The Contractor’s Superintendent and all personnel on site shall be adequately trained as to the location, use of, and have access to the phone for the purposes of reporting emergencies.

2.23 PRODUCTS – NOT APPLICABLE

2.24 EXECUTION

2.24.1 DEMOLITION NOTICE

2.24.1.1 The Contractor shall be responsible for providing to the HACSB’s Project Manager with a minimum of 72 hours advance notification prior to beginning the execution of demolition of any structure. All requirements are to be completed before starting work or demolition.

2.24.2 SALVATION OF DEMOLITION MATERIALS

2.24.2.1 All buildings, building materials, and components within buildings, and all other designated elements for demolition shall become the property of the Contractor and shall be removed from the premises at once. Salvaged materials shall be removed immediately from the premises.

2.24.2.2 The Contractor is to submit a CDRP which shows compliance with City of San Bernardino and State of California standards. A recycling minimum of 65% is required for this contract. The Contractor shall obtain such documentation to demonstrated recycling and submit said documentation consisting of manifests, weight tickets, or receipts to the HACSB Project Manager.

2.24.3 DEMOLITION AND REMOVALS

2.24.3.1 No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means of methods which will ensure safety and minimize dust, noise and other nuisance.

2.24.3.2 Any part of the building, whether structural, collateral, or accessory which has become unstable through removal of other parts, shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day’s work.

2.24.3.3 The foundation floors, slabs, driveways, and elements comprising the streets such as the street, curbs and gutters, street lighting, roadway signs, underground utilities, and any other miscellaneous street component are to be protected in place. If any protected element is damaged, the Contractor shall repair said element to its pre-damaged condition.

2.24.3.4 The Contractor shall remove miscellaneous contents of the duplexes as well as miscellaneous features on the exterior of the duplexes. These miscellaneous components consist of:

i. Appliances which may or may not contain refrigerant
ii. Thermostats which may or may not contain mercury
iii. Concrete block enclosures
iv. Patio shade structures
v. Carports
vi. Clothes line frames and wiring
vii. Selected tree removal. Stumps shall be left in place.
viii. Plumbing, electrical, and mechanical components typical of a housing unit that may still be present.

2.24.3.5 Some objects may be partially buried. Objects listed in “D” above which are partially buried will be removed in their entirety including all portions below ground. The remaining void shall be filled with native soil and compacted in place.

2.24.3.6 In addition to tree cutting and clearing, the Contractor shall remove all dead branches, limbs, leaves, trash, loose vegetation material, and other debris whether fallen or not. This section is for the purposes of clearing the site and leaving the site clean at the end of the demolition. This section is not intended for vegetation removal consistent of vegetation clearing.

2.24.3.7 Fasteners and connections between the walls and the foundation shall be removed or cut flush with the foundation slab. Vertical appurtenances shall not be left in place.
2.24.4 **UTILITY PLUGGING**  
2.24.4.1 Prior to commencing any demolition work, the Contractor shall verify that all utilities have been disconnected.
2.24.4.2 The sewer lines are to be capped flush with the slab foundation. HACSB representative will approve cap material / method.
2.24.4.3 Water lines are to be shut-off, per building at valves located at street and lines capped. If existing valves are found not be operable, contractor is to replace shut-off valve.

2.24.5 **DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE**  
2.24.5.1 All materials, rubbish, and trash shall be removed from the demolition area leaving the site free of debris. Any cost incurred by the HACSB to perform such cleaning up of debris or materials left behind shall be deducted from the funds due to the Contractor under this contract.
2.24.5.2 Waste may or may not include the disposal of tires.
2.24.5.3 All debris and solid waste shall be delivered by the Contractor to a designated disposal facility, or to an approved disposal facility licensed in accordance with the state and / or local regulations, laws, and zoning. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the HACSB’s Project Manager copies of all disposal tickets for each element or component demolished. The cost of disposal fees shall be considered incidental to the demolition.

2.24.6 **ASBESTOS ABATEMENT**  
2.24.6.1 The handling of asbestos material is subject to all applicable state and federal mandates. Asbestos removal will be removed by a licensed abatement Contractor.

2.24.7 **LEAD ABATEMENT**  
2.24.7.1 The handling of Lead material is subject to all applicable state and federal mandates. Lead removal will be removed by a licensed abatement Contractor.

2.24.8 **FREON REMOVAL AND DISPOSAL**  
2.24.8.1 The handling of Freon containing appliances, if present, is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the identification, and removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

2.24.9 **PCB AND MERCURY REMOVAL AND DISPOSAL**  
2.24.9.1 The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

2.24.10 **BACK FILL AND CLEAN UP**  
2.24.10.1 All excavations shall be backfilled with acceptable material free of debris and organic material. Compaction should be at a rate to minimize settling of the backfilled area.
2.24.10.2 The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site of any debris.
2.24.10.3 Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on the property, and leave construction site neat and presentable condition.
2.24.10.4 Contractor is to prevent erosive runoff and sediment transport from the project site using the approved Storm Water Pollution Prevention Plan.
2.24.10.5 Final cleanup is subject to the approval of the HACSB Project Manager.

2.24.11 **SAFETY AND FENCING**  
2.24.11.1 The Contractor shall comply with all applicable current federal, state, and local safety and health regulations.
2.24.11.2 Contractor to provide temporary fencing, while taking reasonable precautions to ensure safety.
2.24.11.3 The safety fencing shall remain in place until the contract completion has been accepted by the HACSB’s Project Manager.
2.24.11.4 The Contractor shall make any repairs, modifications, or changes to the site fencing at the
direction of the HACSB Project Manager. Such repairs, modifications, or changes are considered incidental to the cost of demolition and no separate payment shall be made.

2.24.11.5 Contractor shall ensure that all required signage is posted and visible on fencing.

2.24.12 REQUIRED POSTINGS

2.24.12.1 The Contractor shall post the State of California Health and Human Services Agency Department of Public Health Abatement of Lead Hazard Notification Form 8551 and all other required notices at entrances to work area and structures at all times.

3. GENERAL REQUIREMENTS – PART 2

3.1 SUMMARY OF WORK – ASBESTOS ABATEMENT SECTION I

3.1.1 DESCRIPTION

Work included - Base Bid: Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Asbestos-Containing Material, Asbestos-Containing Construction Material and Asbestos-Containing Waste Material), and equipment which is specified, shown, or reasonably implied for the following Asbestos Abatement activities:

NOTE: IT IS THE RESPONSIBILITY OF THE ABATEMENT CONTRACTOR TO VERIFY ALL QUANTITIES AND CONDITIONS IN THE FIELD PRIOR TO BIDDING.

3.1.1.1 The removal and disposal, of the following friable Asbestos-Containing Floor tile mastic and Roof Penetration mastic as non-hazardous waste with no replacement of removed material(s):

3.1.1.1.1 All interior plaster (See Survey Report)
3.1.1.1.2 All interior 12x12 and 9x9 vinyl floor tile and mastic. (See Survey Report)
3.1.1.1.3 All various roof products (flashing and penetration mastic materials.) (See Survey Report)
3.1.1.1.4 All Transite Pipe (See survey report)

3.1.1.2 Submit unit pricing for the removal and disposal of any other additional friable and non-friable Asbestos-Containing Materials as may be required by the general contractor.

3.1.2 WORK NOT INCLUDED IN THE CONTRACT DOCUMENTS

3.1.2.1 Area air monitoring for Owner, a.k.a. HACSB, by Observing Service.

3.1.3 EXISTING CONDITIONS

3.1.3.1 Existing conditions are reflected correctly to the best of Owner’s knowledge. Should minor conditions be encountered which are not exactly as indicated, modification to new work shall be made as required at no additional expense to Owner.

3.1.3.2 Observation Service and Owner make no representation, warranty, or guarantee that the conditions indicated by the test reports either are representative of those conditions existing throughout the area, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated may not exist.

3.1.3.3 Contractor is advised that the locations of all asbestos-containing materials may not be clearly known and that he shall proceed with caution in all phases of the Work. Additional asbestos-containing material may be uncovered during the course of the Work and Contractor may be directed by Owner to include this material in the Work at an agreed upon price.

3.1.4 PHASING

3.1.4.1 Will be at the direction of the HACSB or their Designated Representative.

3.1.5 STORAGE

3.1.5.1 Hazardous waste and equipment shall be stored at all times in a covered, secured and
labeled containers located at a place onsite identified by the HACSB.

3.1.6 BUILDING OCCUPANCY AND ACCESS RESTRICTIONS
3.1.6.1 HACSB may occupy other portions of the facility and shall conduct normal business operations during the abatement operations. Coordinate work with Owner and conduct activities so as to minimize disruption to the building occupants.

3.1.6.2 No abatement work will be performed in occupied buildings unless directed by HACSB.

3.1.7 WORKING DAYS AND HOURS
3.1.7.1 All work hours shall be approved by HACSB prior to project starting. (Monday through Friday 0700 Hrs. to 1800 Hrs.)
3.1.7.2 Asbestos abatement work will be performed as pre-approved by HACSB.
3.1.7.3 Asbestos-free work will be allowed during normal facility hours when approved by the Owner. Asbestos-free related work is work that will not disturb the asbestos material or debris in the Work Area.
3.1.7.4 If Contractor elects to perform removal operations in excess of the aforementioned work hours and days and HACSB approves, Contractor shall pay for monitoring performed by Observation Service and his Consultant, associated with the additional hours, including testing, laboratory analysis and project related expenses.
3.1.7.5 Obtain approval from Owner prior to altering work schedule.

3.1.8 PARKING
3.1.8.1 Park in areas designated by Owner.

3.1.9 BUILDING SECURITY
3.1.9.1 Maintain personnel on the site at all times when any portion of the work area(s), is open or not properly secured including at hazardous waste transport vehicle. Secure work areas completely at the end of each working day.

3.1.10 SEGREGATION OF WORK AREAS
3.1.10.1 Segregate all work areas from the surrounding occupied or unoccupied areas.

3.1.11 PRE-JOB DAMAGE SURVEY OF FACILITY
3.1.11.1 Perform a thorough survey of property and all affected areas of the building with Observation Service and Owner prior to starting the Work in order to document existing damage. Items identified on this list will not be the responsibility of the Contractor unless further damaged by Contractor during execution of Project.

3.1.12 OBSERVATIONS
3.1.12.1 Observation Service will observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents.

3.1.13 SIGN-IN/OUT LOG
3.1.13.1 All Contractor personnel and Project Site visitors shall Sign-In/Out with the Observation Service on a daily basis for the duration of the project.

3.1.14 UTILITIES
3.1.14.1 Contractor may temporarily connect to existing permanent utilities during execution of the Work. All temporary utility connections will be made by fully licensed electrical and plumbing personnel and coordinated with the Owner. Remove connections and all extensions of utilities at Project completion. The cost of water and power consumed will be paid by owner.

3.1.15 SALVAGEABLE MATERIALS
3.1.15.1 Consider all asbestos free materials and contaminated items demolished or removed in the execution of the Work unsalvageable unless specifically noted otherwise in the Specifications or Drawings.

3.1.16 FUTURE WORK

3.1.16.1 Coordinate and schedule the Work of these Contract Documents in a manner that will expedite the transition to future work by others under separate Contracts.

3.1.17 OWNER RULES

3.1.17.1 The Contractor shall abide by the HACSB security rules and regulations.

3.2 SUMMARY OF WORK – ASBESTOS ABATEMENT SECTION II

3.2.1 DESCRIPTION

3.2.1.1 Work included: Contractor shall furnish all labor, materials, services, permits, insurance (specifically covering the handling and transportation of Asbestos-Containing Material, Asbestos-Containing Construction Material and Asbestos-Containing Waste Material), and equipment which is specified, shown, or reasonably implied for Asbestos Abatement activities specified in Section I.

3.2.1.2 Related Work:

3.2.1.2.1 Section I Asbestos Abatement

3.2.1.3 Applicable Publications: The publications listed below form a part of these Specifications to the extent referenced. The publications are referred to in the text by the basic designation only.

3.2.1.3.1 Code of Federal Regulations (CFR) Publications:

- 29 CFR 1910.1001 Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite
- 29 CFR 1926.1101 Asbestos
- 29 CFR 1910.1200 Hazard Communication
- 29 CFR 1910.20 Access to Employee Exposure and Medical Records
- 29 CFR 1910.132 General Requirements - Personal Protective Equipment
- 29 CFR 1910.133 Eye and Face Protection
- 29 CFR 1910.134 Respiratory Protection
- 29 CFR 1910.145 Specifications for Accident Prevention, Signs & Tags
- 40 CFR 61, Subpart A General Conditions
- 40 CFR 61, Subpart M National Emission Standards for Asbestos
- 40 CFR Part 763, Appendix A of (AHERA)

3.2.1.3.2 American National Standard Institute (ANSI) Publications:

- Z9.2-1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems

3.2.1.3.3 National Fire Protection Association (NFPA):

- Standard 90A Installation of Air Conditioning and Ventilation Systems.

3.2.1.3.4 U. S. Environmental Protection Agency (EPA):

600/4-85-049 Measuring Airborne Asbestos Following an Abatement Action

3.2.1.3.5 American Society for Testing Materials (ASTM) Publications:
E 849-82 Safety and Health Requirements Relating to Occupational Exposures to Asbestos
P-189 Specifications for Encapsulates for Friable Asbestos-Containing Materials

3.2.1.3.6 National Institute of Occupational Safety and Health (NIOSH) Publications:
Physical and Chemical Analysis Method (P&CAM):
Method 239 Asbestos Fibers in Air
Method 7400 Fibers (N1, 3rd Ed., Vol. 1.)

3.2.1.3.7 Underwriters Laboratories, Inc. (UL) Publications:
586-77 Test Performance of High Efficiency, Particulate, Air Filter Units

3.2.1.3.8 Title 8 California Code of Regulations (CCR):
Section 1529 Asbestos
Section 5208 General Industry Safety Orders
Section 5144 Respirator Regulations

3.2.1.3.9 South Coast Air Quality Management District: Amended Rule 1403 Asbestos Emissions from Renovation/Demolition Activities

3.2.1.3.10 Los Angeles Fire Department: Rule 68

3.2.2 DEFINITIONS
3.2.2.1 Owner: Housing Authority of the County of San Bernardino (HACSB)
3.2.2.3 Abatement: Procedures to control fiber release from Asbestos-Containing building materials. Includes removal, encapsulation, and enclosure.
3.2.2.4 Air Lock: A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area. (See Decontamination Enclosure System Plan in the Drawing section of this Project Manual)
3.2.2.5 Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time.
3.2.2.6 Air Sampling Professional: The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in Worker protection equipment and procedures during both planning and on-site phases of an Abatement Project. Acceptable Air Sampling Professionals include Industrial Hygienists, Environmental Engineers and Environmental Scientists with equivalent experience in Asbestos air monitoring and Worker protection.
3.2.2.7 Amended Water: Water to which a surfactant has been added.
3.2.2.8 Area Monitoring: Sampling of airborne fiber concentrations within the Asbestos Work Area and outside the Asbestos Work Area which are representative of the airborne concentrations of Asbestos fibers which may reach the breathingzone.
3.2.2.9 Asbestos: (29 CFR 1926.1101 Definitions) Includes Chrysotile, Amosite, Crocidolite, Tremolite asbestos, and any of these minerals that has been chemically treated and/or altered.
3.2.2.10 Asbestos (California Code of Regulations definitions): Means fibrous forms of various hydrated minerals including Chrysotile, (fibrous serpentine), Crocidolite (fibrous Riebeckite), Amosite (fibrous Cummingtonite-Grunerite), Fibrous Tremolite, fibrous Actinolite, and fibrous Anthophyllite.
3.2.2.11 Asbestos-Containing Material (ACM) EPA definition: Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or nonfibrous materials.
3.2.2.12 Asbestos-Containing Construction Material (California definition): Means any manufactured construction material which contains more than 1/10th of 1% asbestos by weight.
3.2.2.13 Asbestos-Containing Waste Material: Means friable asbestos waste and asbestos waste from
control devices (Pollution Control Devices).

3.2.2.14 **Asbestos Fibers**: Asbestos fibers having an aspect ratio of at least 3:1 and 5 micrometers in length.

3.2.2.15 **Authorized Visitor**: The Owner’s Project Team members, the Owner’s Representative, Observation Service and any representative of a regulatory or other agency having jurisdiction over the Project.

3.2.2.16 **Clean Room**: An uncontaminated area or room which is a part of the Worker Decontamination Enclosure with provisions for storage of Workers' street clothes and protective equipment.

3.2.2.17 **Contained Work Area**: A Work Area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System.

3.2.2.18 **Curtained Doorway**: A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway (see detail on Decontamination Enclosure System Plan in the Drawing section of this Project Manual.)

3.2.2.19 **Decontamination Enclosure System**: A series of connected rooms, with Air Locks or Curtained Doorways between any two adjacent rooms, for the decontamination of Workers and of materials and equipment. A Decontamination Enclosure System always contains at least one Air Lock to the Work Area (see standard Decontamination Enclosure System Plan in the Drawing section of this Project Manual.)

3.2.2.20 **Encapsulant** (sealant): A liquid material which can be applied to Asbestos-Containing material and which controls the possible release of Asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).

3.2.2.21 **Encapsulation**: All herein-specified procedures necessary to apply an encapsulant to Asbestos-Containing building materials to control the possible release of Asbestos fibers into the ambient air.

3.2.2.22 **Enclosure**: All herein-specified procedures necessary to enclose completely Asbestos-Containing Material behind airtight, impermeable, permanent barriers.

3.2.2.23 **Excursion Limit**: An exposure of airborne concentrations of Asbestos fibers of one fiber per cubic centimeter of air (1f/cc) as averaged over a sampling period of thirty (30) minutes.

3.2.2.24 **Equipment Room**: A contaminated area or room which is part of the Worker Decontamination Enclosure with provisions for storage of contaminated clothing and equipment.

3.2.2.25 **Equipment Decontamination Enclosure**: That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a Washroom and a Holding Area.

3.2.2.26 **Friable Asbestos Material** (40 CFR, Subpart M Definition): Material that contains more than one percent (1%) Asbestos by weight that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.

3.2.2.27 **Fixed Object**: A unit of equipment or furniture or other building component which cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.

3.2.2.28 **Glovebag Method**: A method with limited applications for removing small amounts of friable Asbestos-Containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other nonplanar surfaces in an Isolated (noncontained) Work Area. The glovebag (typically constructed of six [6] mil transparent Regulite plastic) has two inward-projecting longsleeve rubber gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for Asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all Asbestos fibers released during the removal process. All Workers who are permitted to use the Glovebag Method must be highly trained, experienced, and skilled in this method.

3.2.2.29 **HEPA Filter**: A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles (Asbestos fibers) equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

3.2.2.30 **HEPA Vacuum Equipment**: Vacuuming equipment with a HEPA filter system.

3.2.2.31 **Holding Area**: A room in the Equipment Decontamination Enclosure located between the Washroom...
and an uncontaminated area. The Holding Area comprises an Air Lock.

3.2.2.32 **Isolation**: The sealing of all openings into a Work Area.

3.2.2.33 **Isolated (noncontained) Work Area**: A Work Area which is Isolated, but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.

3.2.2.34 **Movable Object**: A unit of equipment, furniture or other building component which is detached or can be detached from the building without destructive methods or results.

3.2.2.35 **Negative Air Pressure Equipment**: A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.

3.2.2.36 **Nonfriable Asbestos-Containing Material**: Material that contains more than one (1) percent Asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the Asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.

3.2.2.37 **Observation Service**: The agent of the Owner or the Owner's Representative who shall observe the Work, perform tests, verify that abatement methods and procedures specified by the Contract Documents are being complied with, and reports all observations and test results to the Owner or the Owner's Representative.

3.2.2.38 **Permissible Exposure Limit (PEL)**: An airborne concentration of asbestos, Tremolite, Anthophyllite, Actinolite, or a combination of these minerals in excess of 0.1 fibers per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by the method prescribed in Appendix A of Section Five, Part 1925(amended) §1926.1101 (c).CFR.

3.2.2.39 **Personal Monitoring**: Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.

3.2.2.40 **Plasticize**: To cover floors, walls and other structural elements of a Work Area with plastic sheeting as herein specified with all seams securely taped.

3.2.2.41 **Removal**: All herein-specified procedures necessary to remove Asbestos-Containing materials from the designated areas and to dispose of these materials at an acceptable site.

3.2.2.42 **Shower Room**: A room between the Clean Room and the Equipment Room in the Worker Decontamination Enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination. The Shower Room comprises an Air Lock between contaminated and clean areas.

3.2.2.43 **Surfactant**: A chemical wetting agent added to water to reduce surface tension and improve penetration.

3.2.2.44 **Washroom**: A room between the Work Area and the Holding Area in the Equipment Decontamination Enclosure System where equipment and waste containers are decontaminated. The Washroom comprises an Air Lock.

3.2.2.45 **Wet Cleaning**: The process of eliminating Asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as Asbestos-contaminated waste.

3.2.2.46 **Work Area** (Also known as "Regulated Area"): Designated rooms, spaces, or areas of the Project in which Asbestos Abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A Contained Work Area is a Work Area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System. An Isolated (noncontained) Work Area is a Work Area which is Isolated, but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.

3.2.2.47 **Worker Decontamination Enclosure System**: That portion of a Decontamination Enclosure System designed for controlled passage of Workers, and other personnel and Authorized Visitors, typically consisting of a Clean Room, a Shower Room, and an Equipment Room.

### QUALITY CONTROL

3.2.3.1 **Safety Compliance**: In addition to detailed requirements of this Specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of Asbestos Waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting
the Work. Where the requirements of this Specification and referenced documents vary, the most stringent requirements shall apply.

3.2.3.2 Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site.

3.2.3.3 Before the commencement of any work at the site, the Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the Work Area to comply with EPA and OSHA regulations.

3.2.3.4 Area Monitoring shall be performed by the Observation Service, which will conduct air sampling of the Abatement Project (1) outside the building, (2) immediately outside the Work Area, and (3) for Work Area Clearance Testing after decontamination operations.

3.2.3.5 Personal Monitoring and other monitoring, which are required by law, or considered necessary by the Contractor for Worker protection shall be the responsibility of the Contractor.

3.2.4 SUBMITTALS AND NOTIFICATIONS

3.2.4.1 Personnel Training: At the Pre-construction Meeting, Contractor shall submit (1) declaration certifying that all Contractor's employees have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization. When certified or other formal worker training is required by state or local agencies, Contractor may submit a photocopy of the employee's Asbestos Worker Certification card in lieu of training certificates.

3.2.4.2 Respirators: Submit at Pre-construction Meeting manufacturer's certification that the respirators to be used in this Project comply with government agency requirements. Contractor's certifications for each employee must clearly state that each employee has been fit tested and properly trained for respirators.

3.2.4.3 Medical Examinations: Submit proof that all persons providing labor and/or professional services who will be entering contaminated areas have had current (less than one year prior to the date of their participation on the Project) medical examinations. Furnish physician's interpretation of said examinations to the Owner on the Certificate of Medical Compliance form provided in the Supplementary General Conditions section of these Construction Documents at the Pre-construction Meeting, or prior to that person's commencing work on this Project, and for each person subsequently providing labor and/or professional services at the job site for whom a certificate was not initially furnished. Refer to Article 2.5, A. NOTE: In lieu of the above certificate, current medicals will be acceptable providing that a statement in the medical exam declares that the worker can wear a negative pressure respirator while performing their work. Contractor shall resubmit physician's interpretation of medical examination for each worker or professional employed by him whose physician or regulatory required annual or employment termination examination becomes due while said worker or professional is participating in the Project. This requirement can be waived or modified only by the Owner in writing or verbally, followed up in writing.

3.2.4.4 Product Submittals and Substitutions: Comply with pertinent provisions of Section 01340.

3.2.4.5 Abatement Product Data: Within ten (10) days after Contractor has received the Owner's Notice of Award, submit manufacturer's catalogue, samples, Material Data Safety Sheets, (MSDS) and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner, Owner's Representative or Observation Service.

Submittals are required if the following materials are proposed (not necessarily a complete list.) Do not submit data on products not proposed for this project:

3.2.4.5.1 Encapsulate
3.2.4.5.2 Surfactant
3.2.4.5.3 Protective packaging
3.2.4.5.4 Lagging adhesive
3.2.4.5.5 Glove bags
3.2.4.5.6 Restaurant
3.2.4.5.7 Solvents
3.2.4.6 **Permits:** Submit at Pre-construction Meeting proof satisfactory to the Owner, Owner’s Representative or Observation Service that all required permits have been obtained. If no permits are required, submit notarized letter stating such.

3.2.4.7 **Waste Transportation:** Submit at Pre-construction Meeting the method of transport of Hazardous Waste, including the name, address, EPA ID number, and telephone number of the Transporter(s).

3.2.4.8 **Hazardous Waste Disposal Facility:** Submit for approval at the Pre-construction Meeting the name, address, EPA ID number, and telephone number of the Hazardous Waste Disposal Facility(s) to be used.

3.2.4.9 **Contractor’s Work Plan:** Submit at the Pre-construction Meeting for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of materials containing Asbestos. Such a plan shall include:

- **3.2.4.9.1** Location of Asbestos Work Areas.
- **3.2.4.9.2** Layout and construction details of Decontamination Enclosure Systems.
- **3.2.4.9.3** Project schedule including important milestones, critical paths and interface of trades involved in the Work.
- **3.2.4.9.4** Personal air monitoring procedures.
- **3.2.4.9.5** Detailed description of the method to be employed in order to control pollution, including negative air equipment calculations.
- **3.2.4.9.6** Names of Superintendent, Foremen, Project Manager and other key personnel, and their day-time and emergency telephone numbers.
- **3.2.4.9.7** Security Plan including sketches necessary to clearly describe the plan.
- **3.2.4.9.8** Emergency evacuation plan for injured workers, compressor failure, fire and other emergencies.
- **3.2.4.9.9** Firewatch Plan including any sketches necessary to clearly describe the plan.
- **3.2.4.9.10** A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breech in the Work area containment barrier, the opening of stairwell doors, breakage of the building’s exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by office employees and other building users.
- **3.2.4.9.11** The Asbestos Plan must be approved in writing by the Owner and Observation Service before the start of any work.

3.2.4.10 **Equipment Certification:** Submit at Pre-construction Meeting manufacturers’ certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979. All negative air pressure equipment Permit to Operate issued by the South Coast Air Quality Management District.

3.2.4.11 **Rental Equipment:** When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be signed by the rental company and submitted to the Observation Service at the Pre-construction Meeting.

3.2.4.12 **Notifications:** Contact the following government agencies in writing by certified/registered mail or overnight mail service, postmarked or delivered at least ten (10) working days prior to Project commencement:

- **3.2.3.1.1** EPA Regional Asbestos Coordinator
- **3.2.3.1.2** Occupational Safety and Health Administration
- **3.2.3.1.3** South Coast Air Quality Management District
- **3.2.3.1.4** Check with local Fire Authority for their Notification Requirements

ALL NOTIFICATIONS SHALL CONTAIN AS A MINIMUM THE FOLLOWING INFORMATION:

1. Name, address and telephone number of the Owner including the contact person.
2. Name, address, EPA numbers, license number and telephone number of the Contractor including the contact person.
3. Name, address and description of the building, including size, age, and prior use of building.
4. The type and quantity of friable Asbestos material involved and the description of the
Work.
5. Scheduled starting and completion dates for Abatement Work.
6. Procedures that shall be employed to comply with the regulations.
7. The name, address, EPA number and telephone number of the Transporter.
8. The name and address of the Hazardous Waste Disposal Facility where the Asbestos
Waste shall be deposited.

Copies of all government agency correspondence and proof of delivery shall be delivered to the Observation
Service at the Pre-construction Meeting.

NOTE: No work shall commence until verification of required notifications is made by the Observation Service.

3.2.4.13 Certificate of Worker’s Release: The Contractor shall have any person providing labor and
professional services at the Project site sign a Certificate of Worker’s Release, on the form provided in
the Supplementary General Conditions section of these Construction Documents, before commencing
work on this Project. Contractor shall furnish the notarized original of such Certificate of Worker’s
Release for each such person at the Pre-construction Meeting or before that person’s
commencement of Work, and for each person subsequently providing labor or professional services
at the job site for whom a Certificate was not initially furnished. This requirement can be waived or
modified only by the Owner, in writing or verbally, followed in writing.
3.2.4.14 Provide proof of Contractor’s License and Asbestos Certification from the Contractor Licensing Board,
and proof of registration with the Division of Occupational Safety and Health in accordance with
California Labor Code, Section 6501. Submit proof with Bid.
3.2.4.15 Encapsulant manufacturer’s certification (when required) that the Contractor is an approved
applicant of the encapsulants to be used on this project
3.2.4.16 Scaffolding: Submit to the Owner’s Representative or Observation Service prior to abatement work,
certification from a licensed Civil or Structural Engineer that the scaffolding design and installation is
safe and adequate for the purpose for which it will be used. Submit copy of scaffolding permit when
required by local regulatory agencies.

3.2.5 ADMINISTRATION OF THE CONTRACT
3.2.5.1 All Work is to be performed under the observation of the Observation Service and the Owner’s
Representative, who shall be free to enter and review all Work.

3.2.6 SAFETY
3.2.6.1 Submit at the Pre-construction Meeting written procedures for evacuation of injured Workers. Aid for
seriously injured Workers shall not be delayed in order to comply with standard decontamination
procedures. It is the responsibility of the Contractor to decide if the seriousness of the injury warrants
noncompliance with the standard decontamination procedures.

3.3 WORKER PROTECTION
3.3.1 TRAINING PROGRAM
3.3.1.1 Each employee shall receive training in the proper handling of materials that contain Asbestos,
including all aspects of work procedures and protective measures, use of protective clothing and
respiratory protection, use of showers, entry and exit procedures from Work Areas and in OSHA
regulations. All workers who are scheduled to use the Glovebag Method must be highly trained,
experienced and skilled in this method. Each employee shall also understand the health
implications and risks involved, including the illness possible from exposure to airborne Asbestos
fibers and the increased risk of lung cancer associated with smoking cigarettes and Asbestos
exposure, understand the use and limits of the respiratory equipment to be used, and understand
the purpose of medical surveillance and the monitoring of airborne quantities of Asbestos as
related to health and respiratory equipment. The training program shall comply with federal,
state or local regulatory requirements.
3.3.1.2 Emergency evacuation procedures to be followed in the event of Worker injury.
3.3.2 DRESS AND EQUIPMENT
3.3.2.1 Work clothes shall consist of disposable full-body coveralls, head covers, boots, and rubber gloves. Sleeves at wrists and cuffs at ankles shall be secured. Fire retardant full-body coveralls are required in areas of open flame, or where required by local regulations.
3.3.2.2 Eye protection and hard hats shall be required at all times by applicable safety regulations.
3.3.2.3 Provide Authorized Visitors with suitable protective clothing, headgear, eye protection, and footwear whenever they are required to enter the Work Area.

3.3.3 RESPIRATORS
3.3.3.1 Respiratory protective equipment shall be MSHA/NIOSH approved in accordance with the provisions of 30 CFR Part 11 unless superseded by local regulations with more stringent requirements. Respiratory instructions shall be posted in the Clean Room.
3.3.3.2 Half-mask or full-face air-purifying respirators with HEPA filters may be worn during the preparation of the Work Area, performance of repair work, use of glovebag techniques, removal of floor tile and mastic, and decontamination work, provided Work Area fiber concentrations are less than 0.1 f/cc.
3.3.3.3 Workers shall always wear a respirator, properly fitted on the face, in the Work Area, from the initiation of abatement work until all areas have been given written clearance by the Observation Service.

3.3.4 WORKER PROTECTION PROCEDURES – TO BE POSTED IN CLEAN ROOM
Bilingual (English and other appropriate language[s]) Worker Protection Procedures must be posted in the Clean Room. If the first language of all Workers is English, the bilingual procedures are excepted.
3.3.4.1 Each Worker and Authorized Visitor shall, upon entering the job site: remove street clothes in the Clean Room and put on a respirator and clean protective clothing before entering the Equipment Room or the Work Area.
3.3.4.2 All Workers shall, each time they leave the Work Area: remove gross contamination from clothing before leaving the Work Area; proceed to the Equipment Room and remove all clothing except respirators; When Friable ACM has been abated, still wearing the respirator, proceed naked to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves.
3.3.4.3 Following showering and drying off, each Worker shall proceed directly to the Clean Room and dress in their personal clothing. Before reentering the Work Area, each Worker and Authorized Visitor shall put on a clean respirator and shall dress in clean protective clothing.
3.3.4.4 Contaminated protective clothing and work footwear shall be stored in the Equipment Room when not in use in the Work Area. At appropriate times or upon completion of Asbestos Abatement, dispose of protective clothing and footwear as contaminated waste, or launder in accordance with government regulations.
3.3.4.5 Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the Holding Area from outside wearing a respirator and dressed in clean disposable coveralls. No Worker shall use this system as a means to leave or enter the Washroom or the Work Area.
3.3.4.6 The disposable clothing worn outside the Work Area shall be of different color or markings from the disposable clothing worn inside the Work Area.
3.3.4.7 Workers shall not eat, drink, smoke, or chew gum or tobacco while in the Work Area.
3.3.4.8 Workers and Authorized Visitors with beards or who are unshaven shall not enter the Work Area.

3.3.5 MEDICAL EXAMINATIONS AND HISTORIES
3.3.5.1 Before exposure to airborne Asbestos, the Contractor will provide each employee providing labor or professional services at the Project site with a current comprehensive medical exam, including a history of respiratory and gastrointestinal diseases, meeting the general definition outlined in 29 CFR 1910.1001, 29 CFR 1910.134, 29 CFR 1926.1101 and California Administrative Code Title 8, CAC Section 5208, page 442.2.1 part (1). Contractor shall submit the signed original "Certificate of Medical Compliance" form provided in these Contract documents as proof of compliance with
regulatory medical requirements. In lieu of the above form, a current Medical Examination report will be accepted. The medical report shall contain a statement from the examining physician that the employee can (or cannot) function normally wearing a respirator or that the safety or health of the employee or other employees will or will not be impaired by his use of a respirator. Submission of medicals or completed Certificates of Medical Compliance is not required when local jurisdictions (New York City, Massachusetts, etc.) require proof of current medical examination before issuance or renewal of Asbestos Worker Certificates. No employee will be allowed to enter the Work Area without having first provided the completed Certificate of Medical Compliance form, or a copy of their Medical Examination, to the Owner’s Representative and until the submitted form or medical has been approved by the Observation Service. Local medical requirements shall apply if they are more stringent.

3.3.6 EMPLOYEE IDENTIFICATION
3.3.6.1 The Contractor shall furnish an employee roster to the Owner’s Representative for each work shift. Each employee entering the Work Area shall have in his possession a plastic-coated identification tag with the employee’s photograph, name, age, height, weight, and eye color. Each employee shall bring to the job at least two forms of identification, one of which has his/her photograph.

3.4 PRODUCTS
3.4.1 GENERAL
3.4.1.1 Contractor shall furnish, provide and utilize the following products in the Work as specified.

3.4.2 PROTECTIVE COVERING (PLASTIC)
3.4.2.1 Ten (10) mil, six (6) mil, and four (4) mil polyethylene sheets in sizes to minimize the frequency of joints.

3.4.3 TAPE
3.4.3.1 Duct Tape 2" or wider, or equal, and capable of sealing joints of adjacent sheets of plastic, and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of amended water.

3.4.4 PROTECTIVE PACKAGING
3.4.4.1 Appropriately labeled clear, double six (6) mil sealable polyethylene bags as a minimum.
3.4.4.2 Appropriately labeled, sealable, impermeable drum containers.
3.4.4.3 Bilingual labels (English and other appropriate language[s]) on containment glovebags, waste packages, contaminated material packages and other containers shall be in accordance with EPA or OSHA standards.

3.4.5 WARNING LABELS AND SIGNS
3.4.5.1 As required by 29 CFR 1910.1001, 29 CFR 1910.1200, 29 CFR 1926.1101 and other pertinent state and local regulations, whichever is the most stringent.

3.4.6 SURFACTANT
3.4.6.1 Surfactant, or wetting agent, for amending water will be 50 percent polyoxyethylene polyglycol ester and 50 percent polyoxyethylene ether, or equivalent, at a concentration of one (1) ounce per five (5) gallons of water.

3.4.7 ENCAPSULATING SEALER
3.4.7.1 Shall be a penetrating or bridging type, pollution-free, nontoxic, with a Class A fire classification as specified herein. Encapsulants with the ingredient Methylene Chloride are not acceptable unless the contractor can prove to the Owner’s satisfaction that equal substitute materials are not available. If substitutes are not used, the Contractor shall submit with the Asbestos Plan, for Owner approval, respiratory protection and negative air discharge procedures to protect workers, authorized personnel
and the public from Methylene Chloride exposure. Material shall be flexible when cured, resistant to weathering, oxidation, aging and abuse. The following encapsulating materials are approved by LAISD: Asbestos protective Coatings Corp. ABS-100, Certified Technologies Corp. Certain 2000, International Protective Coatings Corp. Serpiflex. No substitutions will be considered.

3.4.7.2 Shall be a water-dispensed coating, insoluble in water when cured.
3.4.7.3 Shall be used undiluted.
3.4.7.4 Shall have a written certification from the manufacturer that the encapsulant is compatible with the replacement material and will safely withstand temperatures of all surfaces on which the encapsulation will be applied.
3.4.7.5 The Owner’s Representative may at any time take random samples of encapsulant from open containers or spray equipment for testing to insure product quality and compliance with the Specifications.
3.4.7.6 Encapsulant found not to be in conformance with requirements of these Specifications shall be removed from the site immediately. All areas where the defective encapsulant has been applied shall be re-sprayed with approved encapsulant or remedied in a manner, including the possibility of removal and replacement of the subject Asbestos-Containing Material, acceptable to the Owner. Re-encapsulation expense shall be borne by the Contractor.
3.4.7.7 Encapsulate to be applied to structural members before reapplication of spray-applied or trowel-applied fireproofing must be a component of the fireproofing system when it was tested and rated by the underwriters’ laboratory (UL), American Society for Testing Materials (ASTM), Factory Mutual (FM) or other building code approved testing agencies.

3.4.8 LAGGING ADHESIVE
3.4.8.1 Shall meet NFPA 90A Code, such as Arabol, Childers CP52, Insul-Coustic 102, or approved equal.

3.4.9 GLOVEBAGS
3.4.9.1 The glovebag (typically constructed of six [6] mil transparent regulated plastic) has two (2) inward-projecting longsleeve rubber gloves, one (1) inward-projecting waterwand sleeve, an internal tool pouch, and an attached labeled receptacle for Asbestos Waste.

3.4.10 TOOLS AND EQUIPMENT
3.4.10.1 Provide suitable tools for Asbestos removal and encapsulation.
3.4.10.2 Negative air pressure equipment: High-efficiency particulate air (HEPA) filtration systems shall have filtration equipment in compliance with ANSI Z9.2-1979, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the Work Area.
3.4.10.3 Manometer:
3.4.10.3.1 Shall have a built-in alarm. Continuous hard copy readout optional.
3.4.10.4 HEPA Vacuums:
3.4.10.4.1 Shall comply with ANSI Z9.2-1979.

3.4.11 RESTAURANT (Standard Roofing Product):
3.4.11.1 Asphalt cut back with solvent, fillers and plasticizers added, low melt type, shall make up 65-76% of the restaurant. Thinner shall be a blend of mineral spirits and naphtha making up 30-35% of the restaurant covers. The fillers shall consist of plasticizing oils, wetting agents to aid in penetration, thickeners to add body and control flow (Bentonite clay).

3.4.12 LUMBER
3.4.12.1 Shall be flame retardant and carrying markings certifying such properties.

3.4.13 SOLVENTS
3.4.13.1 No petroleum or citrus based materials shall be applied to floors for any purpose. Other solvents if approved by Owner shall be non-toxic, non-carcinogenic, nonflammable (flash- point in excess of 200° F.), nonreactive with or damaging to materials it will come in contact with and approved
for indoor use by regulatory agencies. Provide ventilation of Work Area as required by manufacturer. Vent exhaust to the exterior of the building and in a manner that will not result in adverse effects to other areas of the facility, adjacent facilities or public areas. Solvents shall not be used in areas where foods are stored.

3.5 **EXECUTION**

3.5.1 **WORK AREA PREPARATION**

3.5.1.1 **Preparation Procedures for: The removal of resilient floor tile, resilient sheet flooring, flooring mastic:**

3.5.1.1.1 The above removal shall be executed in an Isolated Work Area.

3.5.1.1.2 Contractor shall isolate the Work Area for the duration of the Project, completely sealing all openings, including but not limited to, HVAC ducts, diffusers and grilles, skylights, doorways and windows, with six (6) mil polyethylene sheet plastic securely taped to a clean surface. Cover all wall surfaces up to six (6) feet from floor level with a minimum of one (1) layer of 6-mil polyethylene sheeting if NO Mechanical equipment will be used to remove the ACM Floor tile and ACM Mastic. If using Mechanical means for removal, than full containment (walls and ceilings) shall be implemented.

3.5.1.1.3 Curtained Doorway: Contractor shall construct a Curtained Doorway of clear plastic sheeting, using six (6) mil polyethylene plastic, at entrances and exits to the Work Area.

3.5.1.1.4 The Contractor shall check regularly (at the beginning, middle and end of each shift as a minimum) all polyethylene isolation barriers for punctures, loose seals, and contact with heat-generating devices, etc. Problem areas shall be repaired or mended immediately.

3.5.1.1.5 The Contractor shall install and maintain Negative Air Pressure Equipment during the abatement and decontamination phases of the Project until the Clearance Test has passed. In unoccupied facilities a sufficient amount of air shall be exhausted by the unit(s) to create a pressure of -0.02 inches of water within the Work Area with respect to the area outside the Work Area. If only one unit is necessary to provide the specified negative air pressure in a Work Area, the Contractor shall have a backup unit in place should the first unit fail and for filter changes. When the "Mini Containment" option is utilized the Contractor may substitute a HEPA vacuum to create the specified negative air pressure within the Work Area when standard Negative Air Pressure Equipment volumes are too great.

3.5.1.1.6 Maintain existing emergency exits from the building. Maintain a minimum of two (2) exits from the Work Area where possible. The first exit shall be the Worker Decontamination Enclosure system. The second exit, when possible, shall be a second door, window, or other appropriate opening with a rip cord emergency only exit seal. Exits, where possible, shall be on opposite ends of the Work Area. All exits shall be labeled in bright letters or signage. The second exit shall be labeled "Emergency Exit Only." Establish alternative exits satisfactory to fire officials when existing building Work Area emergency exits are unavoidably blocked by activities of this project.

3.5.1.1.7 Provide and maintain appropriate "ABC" type fire extinguishers in the Work Area. The size and number of extinguishers shall be as required by local fire officials, but shall not be less than one (1) fire extinguisher inside and outside the Work Area.

3.5.1.1.8 Provide temporary emergency lighting with battery backup power in all Work Areas where none exists. Work Areas with natural lighting, and no night work to be performed, are exempt from this requirement. [Temporary emergency lighting in the following Work Area(s) is optional if the Contractor provides flashlights to workers. NOTE: Flashlights must be in the possession of the Worker at all times while in Work Areas.

3.5.1.1.9 Notify the Observation Service twenty-four (24) hours in advance of when preparatory steps will be completed. Asbestos Abatement Work shall not commence until: all preparation requirements have been completed; all tools, equipment, and materials are on hand; all required submittals, notices and permits have been approved, and until the Observation Service authorizes in writing that Work is to commence.
3.5.1.2 Preparation procedures for removal of non-friable Asbestos-Containing roofing mastic:

3.5.1.2.1 Remove all non-stationary objects from the work area and store in an area that is not subject to contamination by subsequent roofing removal.

3.5.1.2.2 Cover all stationary objects and surfaces not intended for removal or stripping of asbestos containing materials. Cover and render air tight with a minimum 6-mil polyethylene sheeting all air passage ways such as doors, windows and vents that are immediately adjacent or contiguous to the work area surface. This does not include the openings at the sides and ends of the building.

3.5.1.2.3 It is the responsibility of the Abatement Contractor to ensure that all windows and doors are closed and locked during the removal procedures. Use an airless sprayer to wet materials prior, during and after removal procedures.

3.5.2 DECONTAMINATION ENCLOSURE SYSTEMS

3.5.2.1 Decontamination Enclosure Systems (Worker and Equipment) general requirements:

3.5.2.1.1 Build suitable wood, metal or PVC framing as described herein and as approved by the Observation Service at the shop drawing submittal stage. Framed walls susceptible to damage or which also form a security barrier between Work Areas and public areas shall be sheathed with 3/8" min. plywood. Paint public facing side of plywood (color to be selected by Owner). Portable prefab units, if utilized, must be submitted for review and approval by the Observation Service before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying with the schematic layouts bound herein, showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets, etc.

3.5.2.2 Decontamination Enclosure System for asbestos abatement work in "Contained" Work Areas:

3.5.2.2.1 Construct a Workers' Decontamination Enclosure System contiguous to the Work Area consisting of three totally enclosed chambers to conform with standard drawings bound herein as follows:

3.5.2.2.1.1 An Equipment Room with an Air Lock to the Work Area and a Curtained Doorway to the Shower Room.

3.5.2.2.1.2 A Shower Room with two Curtained Doorways, one to the Equipment Room and one to the Clean Room. Plastic on Shower Room and adjoining Equipment and Clean Rooms shall be opaque. The Shower Room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of soap and disposable towels at all times in the Shower Room.

3.5.2.2.1.3 A Clean Room with one Curtained Doorway into the shower and one entrance or exit to noncontaminated areas of the building. The Clean Room shall have sufficient space for storage of the Workers' street clothes, towels, and other noncontaminated items. Joint use of this space for other functions, such as offices, storage of equipment, materials, or tools, shall be prohibited.

3.5.2.2.2 Construct an Equipment Decontamination Enclosure System consisting of two totally enclosed chambers as follows:

3.5.2.2.2.1 A Washroom with an Air Lock to a designated staging area of the Work Area and a Curtained Doorway to the Holding Room.

3.5.2.2.2.2 A Holding Room with a Curtained Doorway to the Washroom and a doorway to an uncontaminated area.

3.5.2.2.3 Decontamination Enclosure System for non-friable Roof Asbestos-Containing materials:

3.5.2.2.3.1 None required. However, workers shall HEPA vacuum work clothes and wet wipe respirator with amended water.

3.5.3 ASBESTOS REMOVAL

3.5.3.1 Before removal, Asbestos materials shall be sprayed with Amended Water. The Asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent emission of airborne fibers, at any time, in excess of Maximum Acceptable Level. Spray materials repeatedly during the work process to maintain a wet condition. If the materials are not easily saturated, then the Work Area shall
be constantly misted to keep fiber emission minimal.

3.5.3.2 Asbestos material shall be removed in manageable sections by a multi-person team, some of whom are wetting and the remainder removing and cleaning. Material shall not be allowed to dry out. Before a second area can be started, removed material shall be packed into approved and labeled packaging while it is still wet and removed from the work area. All work areas will be left in a clean condition at the end of each work shift. The outside of all containers shall be clean before leaving the Work Area. Move containers to the Washroom (Shower Room when Equipment Decontamination System is not required), wet-clean each container thoroughly, and move to Holding Area pending removal to uncontaminated areas.

3.5.3.3 Asbestos material applied to concrete, steel decks, beams, columns, pipes, tanks, and other nonporous surfaces shall be wet-cleaned to a degree that no traces of debris or residue are visible.

3.5.3.4 Asbestos material debris, drippings, splatters, and overspray on surfaces within accessible cavities and other accessible areas shall be removed in the same manner and cleaned to the degree as specified above.

3.5.3.5 The Work Area shall be kept orderly, clean and clear of work materials, polyethylene sheeting, tape, cleaning material, and clothing, and all other disposable material or items used in the Work Area shall be packed into properly labeled protective packaging and removed from the Work Area.

3.5.3.6 Protective packages and drums containing Asbestos materials shall be cleaned and stored in the isolated Holding Area until that time when the materials are to be loaded and hauled to the Hazardous Waste Disposal Facility for burial. The packages and drums shall be stored in piles no higher than four (4) feet, and in a manner that will not result in damage to the packages or drums. Transport bags in covered drums or carts from the Holding Area to the transport.

3.5.3.7 Equipment removal procedures: Clean surfaces of contaminated equipment thoroughly by wet-sponging or wiping before moving such items into the Washroom (Shower Room when Equipment Decontamination System is not required) for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the Equipment Decontamination Enclosure.

3.5.3.8 Do not bag water used during abatement activities. Properly filter and drain water into building sanitary drain unless prohibited by local regulations. Filter shall have a maximum pore size of 1.0 micron.

3.5.3.9 Nonfriable materials:

3.5.3.9.1 Floor Tile and Friable Mastic: Remove floor tile and mastic with wet methods and in a manner that will not create friable debris. Mechanical equipment or tools used with water/chemicals are permissible providing that friable debris will not be generated. Mechanical equipment or tools used without the use of water will be allowed only if they are the dustless type and if the equipment has a self-contained bagging system and HEPA filtration or under a “full containment.” Remove tile mastic until no residue is visible other than that which is embedded in the pores, cracks, or other voids below the surface of the floor substrate. Package floor tile and mastic in unlabeled double six (6) mil lined containers or bags, or in accordance with the disposal facilities requirements.

3.5.3.9.2 Roofing Mastic Materials (Flashing and Penetration mastics):

3.5.3.9.2.1 Use removal methods that will keep the tearing and fraying of the roof membrane to a minimum. If sawing tools are used, they must be factory equipped with HEPA filtering devices, or perform in a manner that will not release visible dust emissions. Roofing debris made friable shall be misted with an asphalt restaurant before transportation to dumpsters. Do not use water. Do not use excessive amounts of restaurant that may result in leakage into the building.

3.5.3.9.2.2 Off-load roofing debris into dumpster by means of chutes, cranes or hand to hand. Use dust control methods as required to hold dust generation to a minimum.

3.5.3.9.2.3 The work area shall be kept orderly, clean and clear of work materials. Package roofing mastic materials in unlabeled double six (6) mil lined containers (bins) or bags.

3.5.4 DECONTAMINATION OF WORK AREA

3.5.4.1 Decontaminated procedures for "Contained" Work Areas, excluding Asbestos-Containing Material encapsulation work:

3.5.4.1.1 Remove all visible accumulations of Asbestos material and debris. Wet-clean all surfaces within
the Work Area to remove Asbestos residue.

3.5.4.1.2 After cleaning, the Contractor shall perform a complete visual inspection of the Work Area to ensure that the Work Area is free of any visible debris or residue.

3.5.4.1.3 Upon completion of his visual inspection, the Contractor shall notify the Observation Service in advance that the Work Area is ready for Initial Review.

3.5.4.1.4 Upon proper notification, the Observation Service will review the Work Area for general conformance with the Specifications. Any nonconformance of the Work shall be remedied by the Contractor until the Work Area is in compliance, and at the Contractor’s expense.

3.5.4.1.5 Upon successful compliance with the Initial Review by the Observation Service and after written notification, the Contractor shall encapsulate surfaces where Asbestos materials have been removed. Unless specified otherwise encapsulate those portions of the items where the Asbestos-Containing material was missing prior to the start of this Contract.

3.5.4.1.6 Upon proper notification, the Observation Service will review the encapsulated surfaces for general conformance with the Specifications. Any nonconformance of the Work shall be remedied by the Contractor until the Work is in compliance and at the Contractor’s expense.

3.5.4.1.7 Sealed drums and bags, and all equipment used in the Work Area, shall be included in the cleanup and shall be removed from the Work Area via the Equipment Decontamination Enclosure System, at the appropriate time in the cleaning sequence.

3.5.4.1.8 Contractor shall notify the Observation Service twenty-four (24) hours in advance that the Work Area is ready for Pretesting Review and Clearance Testing. Refer to appropriate Article on Air Monitoring in this Section for Clearance Testing standards. Contamination found during the Pre-testing Review shall be remedied by the Contractor, at his expense, prior to clearance testing.

3.5.4.1.9 Upon written notification from the Observation Service that the Work Area has passed the standard for Clearance Testing, the Contractor shall apply, when included in the Contract, the Asbestos-free replacement materials and re-establish objects and systems as specified in these specifications. The inner plastic layer and isolation barriers may be removed by the Contractor at any time after written notification.

3.5.4.1.10 Upon completion of the application of replacement materials, or if no replacement materials are required, after the removal of the inner plastic layer, isolation barriers and the re-establishment of objects and systems the Contractor shall notify the Observation Service and/or Owner’s Representative twenty-four (24) hours in advance that the Work Area is ready for Pre-final Review.

3.5.4.1.11 Upon notification, the Observation Service and Owner’s Representative will review the Work Area. Improper application of replacement materials, unapproved damage to the facility or its contents, or improper re-establishment of objects and systems discovered during the Pre-final Review shall be itemized on a Punch List for correction by the Contractor at his expense. If no deficiencies are discovered the Contract or this portion of the Contract shall be approved in writing by the Observation Service and Owner’s Representative as complete. If deficiencies are noted, continue with the subsequent procedures. NOTE: If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work shall be specified in writing by the Observation Service and the Owner’s Representative Substantially Complete.

3.5.4.1.12 Upon correction of Punch List deficiencies the Contractor shall notify the Observation Service and Owner’s Representative in advance that the Work Area is ready for Final Review.

3.5.4.1.13 Upon notification the Observation Service and Owner’s Representative will review the corrected Punch List deficiencies. If all deficiencies have been corrected, the Contract, or this portion of the Contract, shall be approved in writing by the Observation Service and Owner’s Representative as complete. If deficiencies have not been properly corrected the Contractor shall repeat, at his expense, procedures 15 and 16 until all deficiencies have been corrected and approved. NOTE: If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work, the Contract or this portion of the Contract shall be specified in writing by the Observation Service and the Owner’s Representative Substantially Complete.
3.5.5 Asbestos Disposal

3.5.5.1 Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging.

3.5.5.2 Containers removed from the Holding Area must be removed by Workers who have entered from uncontaminated areas dressed in clean coveralls. Workers must not enter from uncontaminated areas into the Washroom or the Work Area; contaminated Workers must not exit the Work Area through the Equipment Decontamination Enclosure System.

3.5.5.3 Contractor shall deliver Asbestos-Containing Waste Materials to the predesignated Hazardous Waste Disposal Facility in accordance with the guidelines of the EPA.

3.5.5.4 The Contractor shall notify the Observation Service twenty-four (24) hours, in advance, when Asbestos-Containing Waste Materials are to be removed from the site. The Observation Service must be present during the removal of Asbestos-Containing Waste Materials from the Work Area. A copy of the Uniform Hazardous Waste Manifest, or other document required by State or Local agencies, shall be submitted to the Observation Service for review and signature prior to transporting Asbestos-Containing Waste Materials to the disposal facility.

3.5.5.5 At the conclusion of Work, the Contractor shall provide evidence (such as a "Bill of Lading" or "Hazardous Waste Manifest") that the Asbestos-Containing Waste Material was disposed of at the approved EPA Hazardous Waste Disposal Facility. The evidence shall be submitted with the final request for payment, the Contractor shall indicate on the "Bill of Lading" or "Hazardous Waste Manifest" the weight, in tons, of the Asbestos-Containing Waste Material generated from the Project. This weight amount must be confirmed by a party independent from the Contractor.

3.5.5.6 The Contractor shall be responsible for the safe handling and transportation of all Hazardous Waste, generated by the Project of this Contract, to the designated Hazardous Waste Disposal Facility. The Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against the Owner or the Observation Service, including but not limited to attorney’s fees rising out of, or resulting from, Asbestos spills on the site or spills en-route to the Hazardous Waste Disposal Facility.

3.5.5.7 Nonfriable Debris Disposal: Resilient floor tiles, and other Nonfriable Asbestos-Containing Materials will not be required to be disposed of as hazardous waste, unless they are made friable during demolition (see definitions for description of friability). Friability will be determined by the Observation Service, Owner’s Representative or a representative of a regulatory agency. Originally, nonfriable materials determined friable by a representative of a regulatory agency, the Observation Service or Owner’s Representative, will be considered a "Change in the Work," providing the Contractor cannot control the friability of the materials when following the removal procedures specified earlier in this Section. Additional handling and disposal costs, due to a "Change in the Work," will be adjusted in accordance with the Contract Documents.

3.5.6 Air Monitoring and Testing

3.5.6.1 Area Air Monitoring:

3.5.6.1.1 Throughout removal, encapsulation, and cleaning operations, Area Air Monitoring shall be conducted by the Observation Service to ensure that the Contractor’s engineering controls and work practices are minimizing worker and public exposures to airborne asbestos fibers. In accordance with applicable codes, regulations, and ordinances, Fiber counting shall be done by the PCM Method No. 7400 established by NIOSH, with the following minimum samplings recommended by the EPA:

<table>
<thead>
<tr>
<th>Areas To Be Sampled</th>
<th>Minimum No of Samples</th>
<th>Minimum Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benchmark</td>
<td>1/work area</td>
<td>1200L</td>
</tr>
<tr>
<td>Work Area</td>
<td>1/work shift</td>
<td>800L</td>
</tr>
<tr>
<td>Outside of Building</td>
<td>1/week</td>
<td>1200L</td>
</tr>
<tr>
<td>Adjacent to Work Area</td>
<td>3/work shift</td>
<td>1200L</td>
</tr>
<tr>
<td>At Negative Air Equipment</td>
<td>1/work shift</td>
<td>1200L</td>
</tr>
</tbody>
</table>
3.5.6.1.2 The Observation Service shall report the Area Air Monitoring results to the Contractor on the following day. If Area Air Monitoring results are unsatisfactory, the Contractor shall make changes in his engineering controls and work practices to assure compliance with the following standards. Unsatisfactory results are fiber counts within the Work Area in excess of the Maximum Acceptable Level or fiber counts outside the Work Area in excess of the Benchmark.

3.5.6.1.3 Personal Air Monitoring:
3.5.6.1.3.1 Initial and periodic eight (8) hour TWA and thirty (30) minute excursion limit air monitoring of Worker exposures to airborne concentrations of Asbestos fibers shall be in accordance with OSHA (CFR 1926.1101) requirements.

3.5.6.1.3.2 Once OSHA sampling requirements are satisfied the Contractor shall conduct, as a requirement of this Contract, not less than one (1) personal air sample, twice per calendar week, to determine 8-hour time-weighted average (TWA) exposures and thirty (30) minute Excursion Limit exposures of workers operating in each Work Area. Samples shall be collected within the Workers' breathing zones. Samples shall be taken for each ten (10) workers from the time preparation work is started until the Work Area has passed Clearance Testing. NOTE: Contract required personal sampling is not necessary while the Contractor is conducting OSHA required sampling or when Type C Respirators are in use.

3.5.6.1.3.3 The Contractor shall report Personal Monitoring results to the Observation Service within 48 hours from the end of the work shift. Worker exposures to airborne Asbestos concentrations shall not exceed the Permissible Exposure Limit (PEL) of 8-hour time-weighted average (TWA) of 0.1 fibers (longer than 5 micrometers) per cubic centimeter of air, or the 1f/cc 30 minute period Excursion Limit.

3.5.6.1.4 Clearance Testing:
3.5.6.1.4.1 PCM air sampling protocol will be required for the abatement of ACBM greater than small scale short duration work, more than or equal to 160 square feet or 260 linear feet.

3.5.6.1.4.2 Contained Work Areas: The Contractor should not be released until final inspection and air testing are performed using Phase Contrast Microscopy (PCM) Methods in accordance with the guidelines set forth in Sections 6.4 and Appendix M of EPA Document 560/5-85-024 Guidance for Controlling Asbestos-Containing Materials in Buildings and with the exception that only one (1) air sample be taken for each Work Area and that 1,200 liters of air is required.

3.5.6.1.4.3 Isolated and Nonprepared Work Area: The Observation Service shall take a minimum of one (1) nonaggressive air sample of 1,200 liters, upon completion of each Work Area. The "Clearance" sample will be analyzed by PCM Method No. 7400 and determined "clean" before removal of isolation material from the Work Area.

3.5.6.1.4.4 If the tests show that the Work Area has not been decontaminated, the Contractor shall repeat the cleaning and/or encapsulation application until the Work Area is in compliance. For the purpose of this Project, decontamination for clearance testing by PCM Method No. 7400 shall be defined as air samples showing less than 0.01 fibers/cc. If the tests show that the Work Area has not been decontaminated, the Contractor shall repeat the cleaning and/or encapsulation application until the Work Area is in compliance.

NOTE: Air sample volumes for Area and Clearance Monitoring (PCM analysis) may be adjusted in accordance with the quality assurance data of the microscopist and project conditions. Inside the Work Area, sample volumes shall, when project conditions allow, be sufficient to yield between 100 and 1,300 fibers per square millimeter on the membrane filter.

3.5.7 REIMBURSEMENT OF COSTS OF THE OWNER OR THE OBSERVATION SERVICE
3.5.7.1 In the event that reviews and/or Clearance Testing by the Observation Service or regulatory agencies shows that the Work Area or any portion of the Work Area is not decontaminated or if the Work is not in conformance with the Contract Documents, the Owner, Observation
Service and his Consultants will record all time, tests and project related expenses expended to monitor the Work until the work is in compliance. All time, and expenses recorded by the Owner, Observation Service and his Consultants to monitor the above work, and all time, tests and project related expenses incurred by the Owner and Observation Service and his Consultants outside the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Contractor. The Contractor, promptly upon receipt of the billing from the Owner, or the Observation Service, shall reimburse the Owner at the normal billing rate of the Owner or the Observation Service and his Consultants, or the Owner is authorized to withhold funds from the Contract Sum, for all time spent by the Owner, Observation Service and his Consultants for reviews, testing, and other project related expenses when any of the above conditions occur.

3.5.8 STOPPING THE WORK

3.5.8.1 If, at any time, the Observation Service decides that Work Practices are violating pertinent regulations, these Specifications or, in his opinion, endangering Workers or the public, he will immediately notify the Contractor (followed up in writing) that operations shall cease until corrective action is taken, and the Contractor shall take such corrective action before proceeding with the Work. Loss or Damages due to a Stop Work Order shall be borne by the Contractor.

3.5.9 CLEAN UP

3.5.9.1 Contractor shall maintain a clean Project site during and upon completion of the Project. Cleaning shall be in accordance with the General Conditions.

4. LEAD ABATEMENT AND LEAD RELATED CONSTRUCTION WORK

4.1 GENERAL SUMMARY

4.1.1 SUMMARY

4.1.1.1 Section Includes:

4.1.1.1.1 Abatement, Lead Related Construction Work of Lead-Based Glaze Coatings.
4.1.1.1.2 Removal and transportation and disposal of Lead-Based components.
4.1.1.1.3 Removal and disposal of Lead-Glazed Tubs as whole components.

4.1.1.2 Regulatory Requirements shall include, but not be limited to:

4.1.1.2.1 Cal/OSHA Title 8, California Code of Regulations (CCR)
4.1.1.2.2 California Air Resources Board Ambient Air Quality Standard, Title 24 CCR
4.1.1.2.3 California Department of Public Health, Title 17, CCR – Form 8551
4.1.1.2.4 Cal/EPA, Title 22 CCR Disposal and Transportation of Hazardous Waste
4.1.1.2.5 California Labor Code, Division 5, Part 1, as it pertains to safety in employment and with the applicable provisions of the Title 8, CCR as it pertains to Occupational Safety and Health in the work place.
4.1.1.2.6 HUD – Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992
4.1.1.2.7 HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards as published in the 2nd Edition July 2012

4.1.2 DESCRIPTION

4.1.2.1 Work included: Contractor shall furnish all labor, materials, service, permits, insurance (specifically covering the handling and transportation of Lead Containing Materials and Lead Containing Waste Materials), and equipment which is specified, shown, or reasonably implied for the following Lead Abatement activities:

4.1.2.1.1 The removal and disposal of Lead-Based Paint Components and Lead-Based Glaze Coating Ceramic Wall Tile with no replacement of removed materials per Cal/EPA Title 22 CCR disposal and transportation of hazardous materials. Following are the areas that will need to be abated:
4.1.2.1.1 Restroom Wall Tiles – 92 Units
4.1.2.1.2 Interior Door Jambs/Frames – 92 Units
4.1.2.1.3 Windows (Entire Components) – 92 Units
4.1.2.1.4 Exterior Fascia and Eaves – 92 Units
4.1.2.1.5 Removal and disposal of Lead-Glazed Tubs and sinks as whole components from the Duplex’.

4.1.2.1.2 Submit unit pricing for the removal and disposal of any other additional Lead-Based or Lead-Containing materials as may be required by the owner of the property.

NOTE: *It is the responsibility of the abatement Contractor to verify all quantities and conditions in the field prior to bidding.

4.1.3 SECTION DEFINITIONS AND ACRONYMS
4.1.3.1 AAS - Atomic Absorption Spectrophotometry used for lead paint chip and dust wipe sample analysis.
4.1.3.2 Abatement – Any set of measures designed to reduce or eliminate lead hazards or Lead Based Paint for public and residential buildings, but does not include containment or cleaning. Procedures to reduce or eliminate lead hazards or lead-based paint for public and residential buildings.
4.1.3.3 Action Level – Means the Action Level as defined in Title 8, California Code of Regulations, Section 1532.1.
4.1.3.4 ANSI – American National Standards Institute
4.1.3.5 ASTM – American Society for Testing and Materials
4.1.3.6 Building ID number or code – A six digit alphanumeric identification code assigned to each building on an Owner site, also referred to as the insurance code, ID number or similar terms.
4.1.3.7 Certificate – Means the document issued by CDPH to an individual meeting the certification requirements as described in CCR Title 17, Sections 35083, 35085, 35087, 35089, or 35091.
4.1.3.8 Clean Room – An uncontaminated area or room which is a part of the worker Decontamination Enclosure System with provisions for storage of worker’s street clothes and clean protective equipment.
4.1.3.9 Clearance Inspection – Means visual examination and, as applicable, collection of environmental samples upon completion of the Work of this section.
4.1.3.10 Component – Means a structural element or fixture, including but not limited to, walls, floors, ceilings, doors, window molding, trim, trestles, tanks, stairs, railings, cabinets, gutters, or downspouts.
4.1.3.11 Curtained doorway – A device to allow ingress and egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Other effective designs may be submitted for review.
4.1.3.12 Decontamination – The process of eliminating lead contamination from building surfaces, and property by cloths, mops, or other utensils dampened with water and disposed of as lead contaminated waste.
4.1.3.13 Decontamination Enclosure System Unit – A minimum a two-stage Decontamination unit consisting of a compartment for Decontamination, and a Clean Room. Unless otherwise specified, it shall be adjacent to the Abatement area.

4.1.3.14 Demolition – The wrecking or taking out of any load supporting structural member of a facility together with any related handling operations. The wrecking or removal of a facility, in whole or in part, along with any related debris handling operations.

4.1.3.15 Deteriorated Lead Based Paint – Means Lead Based Paint or a surface coating that is cracking, chalking, flaking, chipping, peeling, non-intact, failed, or otherwise separating from the substrate to which it is applied to.

4.1.3.16 CDPH – California Department of Public Health

4.1.3.17 CDPH-Approved Course – Means any lead-related construction course that satisfies the requirements specified in CCR Title 17, Sections 35056, 35061, 35066, or 35067 as determined by CDPHS pursuant to Sections 35076 and 35078.

4.1.3.18 DOSH – California Division of Occupational Safety & Health or Cal/OSHA.

4.1.3.19 DOT – Department of Transportation

4.1.3.20 DTSC – California Department of Toxic Substances Control

4.1.3.21 Encapsulating Material – Are coatings or rigid materials adhesively applied to Lead Based Painted surfaces in the Encapsulation process.

4.1.3.22 Encapsulation – The application of an Encapsulating Material to Lead Based Paint to provide a barrier between the Lead Based Paint and the environment.

4.1.3.23 Enclosure – A rigid durable barrier mechanically attached to building Component, with all edges and seams sealed with caulk or other sealant.

4.1.3.24 Fixed Object – A piece of equipment, furniture, or improvement in the Work Area, which cannot be removed from the Work Area.

4.1.3.25 Hazardous Waste – Means any waste stream determined by an Owner approved laboratory to exceed the regulatory thresholds for lead hazardous waste.

4.1.3.26 HEPA Filter – Means a filtering system capable of trapping and retaining at least 99.97% of all mono-dispersed particles 0.3 micrometers in diameter or larger.

4.1.3.27 HEPA Vacuum – A vacuum system furnished with HEPA filtration.

4.1.3.28 HUD – United States Department of Housing and Urban Development

4.1.3.29 HVAC – Heating, Ventilation, and Air Conditioning system.

4.1.3.30 ICP-AES – Means Inductively Coupled Plasma-Atomic Emission Spectroscopy used for heavy metal analysis, including lead.

4.1.3.31 Lead Based Paint – Means paint or other surface coatings that contain an amount of lead equal to or greater than 0.7 milligrams per square centimeter (0.7 mg/cm²) or equal to or greater than 0.5% by weight.

4.1.3.32 Lead Containing Paint – Means paint or other surface coatings that contain lead in an amount equal to or greater than 0.06% lead dry weight (600 ppm) but does not meet the definition of Lead Based Paint. In the absence of paint chip or surface coating bulk sample results, any surface coating shall be assumed to be above 0.06% lead dry weight (600 ppm) until surface coating samples are collected and analyzed that indicate otherwise. Lead concentration shall be determined by a method that has an accuracy of not less than plus or minus 25% at 0.06% lead dry weight, to a confidence level of 95%.

4.1.3.33 Lead Contaminated Dust – Means dust that contains an amount of lead equal to or greater than forty micrograms per square foot (40μg/ft²) on floors, two hundred and fifty micrograms per square foot (250μg/ft²) on interior window sills, and four hundred micrograms per square foot (400μg/ft²) on exterior floor and exterior horizontal window surfaces.

4.1.3.34 Lead Contaminated Soil – Means bare soil that contains an amount of lead equal to, or greater than, four hundred parts per million (400 ppm) in children’s play areas or one thousand parts per million (1000 ppm) in all other areas.
4.1.3.35 Lead Hazard – Means deteriorated Lead Based Paint, Lead Contaminated Dust, Lead Contaminated Soil, the disturbance of Lead Based Paint or Presumed Lead Based Paint without containment, or any other operation that may result in persistent and quantifiable lead exposure.

4.1.3.36 Lead Inspection – Means a surface by surface investigation to determine the presence of Lead Based Paint as described in Chapter 7: Lead Based Paint Inspection, “Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing,” U.S. Department of Housing and Urban Development, 1997 Revision.

4.1.3.37 Lead Related Construction Work – Means any construction, alteration, painting, Demolition, salvage, Renovation, repair, or maintenance of any residential or public building, including preparation and cleanup that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead.

4.1.3.38 Lead Safe Schools Program – Means the training program for lead safe working practices as developed by the Labor Occupational Health Program at U.C. Berkley.

4.1.3.39 Location Code – Refers to a unique four digit numeric code assigned by the Owner to each of its Project sites.

4.1.3.40 Member – A Component part of a structure complete in itself.

4.1.3.41 Movable Object – A piece of portable equipment or furniture in the Work Area, which can be removed from the Work Area.


4.1.3.43 NIOSH – The National Institute for Occupational Safety and Health

4.1.3.44 Owner Consultant (OC) – Refers to the firm, company or individual designated by the Owner.

4.1.3.45 Painting Contract – For purposes of this section, a painting contract is a Contract with the Owner to perform painting on existing facilities where Lead Based Paint, Lead Containing Paint, Presumed Lead Based or Presumed Lead Containing Paint will be disturbed or abated.

4.1.3.46 P.E.L. – Means permissible exposure limits as defined in Title 8, California Code of Regulations, Section 1532.1.

4.1.3.47 Plasticize – To cover floors, walls, and equipment with plastic sheeting as specified herein.

4.1.3.48 Portable Mechanical Ventilation System – A portable exhaust system furnished with HEPA filtration and capable of providing a constant air flow into regulated Work Area from adjacent areas and exhausted outside the regulated area.

4.1.3.49 Presumed Lead Based Paint – Means paint or surface coating affixed to a Component in or on a structure, excluding paint or surface coating affixed to a Component in or on a residential dwelling constructed on or after January 1, 1979, or a school constructed on or after January 1, 1993.

4.1.3.50 Removal – Means all operations where Lead Based Paint is removed or stripped from structures or substrates including demolition.

4.1.3.51 Renovation – Means the modifying of any existing structure, facility, or portion thereof.

4.1.3.52 Replacement – Means Removal of an entire building Component coated with Lead Based Paint and replacing it with a lead free Component.

4.1.3.53 SCAQMD – South Coast Air Quality Management District

4.1.3.54 STLCP – Means Soluble Threshold Limit Concentration used in the State of California in conjunction with TTLC to determine lead hazardous waste limits. If the STLCP result is equal to or exceeds 5 mg/L the waste is deemed to be hazardous.

4.1.3.55 Surfactant - A chemical wetting agent added to water.

4.1.3.56 TCLP – Means Toxicity Characteristic Leaching Procedure used to determine the federal Resources Conservation Recovery Act (RCRA) lead hazardous waste limits. If the results equal or exceed 5 mg/L the waste is deemed to be hazardous.

4.1.3.57 TTLC – Means Total Threshold Limit Concentration used in the State of California in conjunction with STLCP to determine lead hazardous waste limits. If the results are equal to or exceeds 1000 mg/kg, the waste is deemed to be hazardous.

4.1.3.58 Visible Emissions – Any emissions from a known or suspected lead-containing material that is visually discernible.

4.1.3.59 Wet Cleaning – The process of eliminating lead contamination from building surfaces and/or objects by cloths, mops, or other utensils dampened with amended water and afterwards being disposed of as hazardous waste.

4.1.3.60 Work Area – Means an area where known or Presumed Lead Based Paint is disturbed or Abatement is conducted.

4.1.3.61 X-Ray Fluorescence (XRF) Analyzer – Means a direct reading instrument that determines the lead content of the surface coatings in milligrams per square centimeter (mg/cm²) using the principle of x-ray fluorescence.

4.1.4 POLICIES AND PROCEDURES

4.1.4.1 The Owner has a zero-tolerance policy for uncontrolled lead releases during Lead Related Construction Work,
Lead Containing Paint disturbance, or Abatement activities. A lead release requiring an emergency response is any disturbance resulting in the uncontrolled release of lead containing materials. Upon observation of any visual emissions, immediately stop the Work, vacate the Work Area, and provide written notification to the Owner Consultant.

4.1.4.2 Pre-qualified Abatement Subcontractors are not permitted to subcontract any Abatement Work to a lower tier Subcontractor without the prior written approval of the Owner.

4.1.4.3 Do not furnish a reduced pressurization and filtration system in violation of, or in infringement upon, any patent.

4.1.4.4 Owner Consultant shall provide oversight for all Projects that have the potential to disturb Lead-Based Glaze Coatings or Paint. Prior to the commencement of such Work, provide written notification to the Owner Consultant.

4.1.5 COORDINATION

4.1.5.1 Coordinate the Work of this section directly with the Owner and/or Owner Consultant.

4.1.6 SITE SECURITY

4.1.6.1 The Work Area is restricted to authorized, trained, and protected personnel. A list of authorized personnel shall be established and posted at the entrance of the Work Area by the Owner Consultant prior to commencement of the Work.

4.1.6.2 Report to the Owner Consultant any unauthorized entry into the Work Area. Following notification, a written report of the incident shall be provided to the Owner Consultant.

4.1.6.3 A logbook shall be maintained at the entrance of the Work Area. All persons entering the Work Area shall record name, company affiliation, time in, and time out for each entry and exit.

4.1.6.4 Access to the Abatement Work Area shall be through the assigned work area perimeter entrance for each specified area. All other means of access shall be blocked or locked so as to prevent entry to or exit from the Work Area. Emergency exits shall be operable from inside the Work Area.

4.1.6.5 Maintain Work Area security during Abatement and/or Lead Related Construction Work.

4.1.6.6 Remove all barriers upon the completion of the Work of this section.

4.1.7 EMERGENCY PLANNING

4.1.7.1 Emergency planning and procedures shall be developed, submitted, reviewed, and agreed to by the Owner Consultant prior to the commencement of lead-related construction and/or Abatement Work.

4.1.7.2 Emergency procedures shall be provided in the written languages understood by all employees working on the Project and shall be prominently posted at the entrance of the Decontamination Enclosure System. Prior to entering the Work Area, all parties must read and sign these procedures to acknowledge receipt and understanding of the work area layout, location of emergency exits, and emergency procedures.

4.1.7.3 Emergency planning shall consider the effects of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Develop and provide written procedures and training to all employees.

4.1.7.4 Employees shall be trained in evacuation procedures in the event of workplace emergencies.

4.1.7.5 In the event of non-life threatening situations requiring medical treatment, injured or otherwise incapacitated employees shall decontaminate following normal procedures with assistance from fellow workers if necessary, before exiting the Work Area.

4.1.7.6 In the event of life threatening injury or illness requiring immediate medical treatment, worker Decontamination shall be given minimum priority. Provide all measures to stabilize the injured worker, remove them from the Work Area and secure proper medical treatment.

4.1.7.7 Telephone numbers of all emergency response personnel shall be prominently posted at the entrance of the work area perimeter along with the location of the nearest telephone. In addition to the 911 emergency number, post the address and telephone number of the nearest emergency medical services provider.

4.1.7.8 Provide at least one (1) employee on the Project site at all times during progress of the Work that is trained and certified in first aid and cardiopulmonary resuscitation (CPR). This employee shall be identified by name and proof of training shall be provided to the Owner Consultant prior to the commencement of the Work of this section.

4.1.7.9 Provide at least one (1) 4A/60BC dry chemical extinguisher in the Decontamination compartment. All workers shall be trained in the proper operation of fire extinguishers.
4.1.7.10 Emergency exits shall be provided and clearly marked with arrows or other clearly visible markings to permit easy identification from anywhere within the work area. Exits shall be secured to prevent access from uncontaminated areas while still permitting emergency egress.

4.1.8 LICENSING
4.1.8.1 The Work of this section shall be performed by an entity duly licensed in the State of California in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code, as amended.

4.1.9 QUALIFICATIONS
4.1.9.1 Before any workers perform abatement work or work of this section where the P.E.L. is exceeded, submit proof of CDPH training and certification. No Work shall be performed until the Owner Consultant has reviewed and approved CDPH training and certifications.

4.1.9.2 All workers shall be in personal possession of a wallet CDPH certification card at all times while they are performing Abatement Work on the Project site.

4.1.9.3 All workers performing lead Abatement, Lead Related Construction Work, or disturbance of Lead Containing Paint where the exposure level exceeds the P.E.L. shall possess current CDPH certification and at least one CDPH Certified supervisor shall be assigned to the project as required by Title 17, CCR subsection 36100 AND ON-SITE AT ALL TIMES DURING THE ENTIRE ABATEMENT PROCESS.

4.1.10 TRAINING
4.1.10.1 Lead Related Construction Work shall be performed by personnel with the following training, as applicable:

4.1.10.1.1 The Lead Related Construction Work, specified herein, shall be performed by individuals trained and qualified in the techniques of lead-related construction, handling, disposal of lead-based and Lead Containing Paint, and the subsequent cleaning of contaminated areas. These individuals must comply with all applicable Federal, State, and Local regulations including, but not limited to, CDPH accredited training and certification, and must be capable of and willing to perform the Work of this section.

4.1.10.1.2 Training specific to the performance of Lead Related Construction Work shall be provided to employees prior to performing the Work of this section.

4.1.11 EXPOSURE ASSESSMENT
4.1.11.1 Disturbance of Lead Containing Paint, as defined in this Specification, disturbed by tasks not included in Title 8, CCR Section 1532.1, Subsection (d)(2), shall require worker-exposure monitoring upon initiation of the Work. The workers performing these tasks shall be trained in accordance with the Hazard Communications Standard, Section 5194, including but not limited to, the requirements concerning warning signs and labels, Material Safety Data Sheets (MSDS), and employee information and training.

4.1.11.2 Provide an exposure assessment where the workers are performing Lead Related Construction Work. If historical data, collected within the 12 months prior to the work performed, indicates worker exposure is below the P.E.L., and the Work being performed closely resembles the process, type of material, control methods, work practices, and environmental conditions, additional exposure assessment is not required.

4.1.11.3 For Lead Related Construction Work where there is objective data or an exposure assessment demonstrating that the Lead Based Paint, or a specific process, operation or activity other than Abatement involving lead cannot result in employee exposure to lead at or above the P.E.L. during the specific process or handling, employees trained as required by Title 8, CCR Section 1532.1, including the training topics of the Lead-Safe Schools Program, may perform the Lead Related Construction Work.

4.1.11.4 Where Work being performed indicates an exposure above the Action Level, each employee is required to have current blood lead level and zinc protoporphyrin testing, medical clearance for negative pressure respirator use, and respirator fitting testing.

4.1.11.5 If there is no objective data or a negative exposure assessment fulfilling the above requirements, all Lead Related Construction Work identified as a trigger task by Title 8, CCR 1532.1 shall be performed by workers who have received training as required by Title 8 CCR, Section 1532.1. This training shall, at a minimum, include the training topics of the Lead Safe Schools Program. An exposure assessment is required to be performed upon initiation of Work.

4.1.11.6 The required exposure assessment shall not exceed 12 months from the date the samples were collected to the date the Lead Related Construction Work or disturbance of Lead Containing Paint is performed.

4.1.11.7 The submission and review by the Owner Consultant of the objective data or exposure assessment is required prior to performing Lead Related Construction Work.
4.1.12 SUBMITTALS

4.1.12.1 Prior to performing the Work of this section, submit the following procedures to the Owner Consultant:

4.1.12.1.1 An Abatement plan including, but not limited to:

4.1.12.1.1.1 A detailed written description of the measures and management procedures, including the containment that will be utilized during Abatement to prevent exposure to lead hazards. Shop Drawings shall indicate the containment locations.

4.1.12.1.1.2 A detailed written description of the Abatement, including methods of Abatement, locations of rooms and building Component where Abatement is planned.

4.1.12.1.2 Required air monitoring procedures (Cal/OSHA mandatory and SCAQMD permits for air filtering equipment).

4.1.12.1.3 Decontamination procedures for personnel, work area, and equipment.

4.1.12.1.4 Procedures for handling and disposing of waste materials, including disposalfacility.

4.1.12.1.5 Provide the procedures to be used for capturing debris while disturbing overhead materials. This procedure requires approval by the Owner Consultant before proceeding with the Work.

4.1.12.1.6 Procedures for final Decontamination and cleanup.

4.1.12.1.7 Procedures for dealing with heat stress during Abatement.

4.1.12.1.8 Emergency procedures during Abatement.

4.1.12.2 Prior to performing Abatement Work of this section, submit the following Shop Drawings to the Owner Consultant:

4.1.12.2.1 Preparation of Work Area.

4.1.12.2.2 Layout and construction of Decontamination Enclosure System and barriers for isolation of the Work Area described in this Specification and required by applicable regulations.

4.1.12.3 Prior to performing the Work of this section, submit the following Product Data to the Owner Consultant:

4.1.12.3.1 Product Data relative to personal protective equipment including respiratory protection and protective clothing.

4.1.12.3.2 Material safety data sheets and technical specifications for proposed materials.

4.1.12.4 Prior to performing the Work of this section, submit the following notifications to the Owner Consultant:

4.1.12.4.1 Evidence of notification to Cal/OSHA as required by Title 8 CCR, Section 1532.1, where applicable.

4.1.12.4.2 Notify CPDH no less than five days in advance of Abatement by submitting an Abatement of Lead Hazard Notification, CPDH Form 8551.

4.1.12.5 Prior to performing the Work of this section, submit the following documentation to the Owner Consultant:

4.1.12.5.1 A list of employees who will participate in the Project, including delineation of experience, training, and assigned responsibilities during the Project.

4.1.12.5.2 Submit proof satisfactory to the Owner Consultant that required permits, site location, and arrangements for transport and disposal of lead containing waste has been performed in accordance with Federal, State, and local regulations.

4.1.12.5.3 Submit proof of training for each worker who will perform Abatement or Lead Related Construction Work.

4.1.12.5.4 Submit manufacturer’s certification that HEPA Vacuums, air filtration units and other local exhaust ventilation equipment conform to ANSI Z9.2-79, as applicable.

4.1.12.5.5 Provide the current SCAQMD permit for each HEPA Vacuum and Portable Mechanical Ventilation System before they are brought onto the Project site.

4.1.12.5.6 Where biological monitoring is required, submit test result documentation verifying all employees have completed blood lead level and zinc protoporphyrin tests in accordance with Title 8 CCR, Section 1532.1.

4.1.12.6 Prior to performing the Work of this section, submit the following schedule to the Owner Consultant:

4.1.12.6.1 An intended sequence of Work and construction schedule. Coordinate both the sequence and durations with the Owner.

4.1.12.7 During the performance of the Work of this section, submit the following documentation to the Owner Consultant:

4.1.12.7.1 Submit documentation from a physician certifying that all employees who wear a negative pressure respirator are medically cleared to do so without suffering adverse health effects as required by DOSH
regulations. The certification shall state that the employee or agent may perform Lead Related
Construction Work and wear a negative pressure respirator without restrictions. Provide information
to the examining physician about unusual conditions in the workplace environment that may impact
the employee's ability to perform Work activities.

4.1.12.7.2 During the performance of the Work of this section, and before additional supervisors or workers are
permitted to perform the Work of this section, submit proof of CPDH training and certification, where
applicable. No additional supervisors or workers are permitted upon the Project site until the Owner
Consultant has approved the DHS training and certifications, when required.

4.1.12.7.3 Submit weekly job progress reports detailing Abatement and/or Lead Related Construction Work
activities for Projects that will exceed thirty (30) days. Include review of progress with respect to
previously established Milestones and schedules, major problems and action taken, injury reports,
equipment breakdown, and air and/or wipe sampling results.

4.1.12.7.4 Within five (5) workdays of transport and/or disposal, submit copies of all transport manifests,
disposal receipts, analytical data, and weight certificates for all hazardous waste removed from the
Work Area during the Lead Related Construction Work and/or Abatement Work. Weight certificates
shall indicate by pounds the net weight of waste disposed of from the Project site as indicated on the
associated manifest.

4.1.12.7.5 Submit results of air and/or wipe sampling data (as applicable) collected during the course of the
Abatement and/or Lead Related Construction Work including DOSH compliance air monitoring
results.

4.2 PRODUCTS
4.2.1 MATERIALS AND EQUIPMENT
4.2.1.1 Materials:

4.2.1.1.1 Deliver all materials in the original sealed packages, containers, or bundles bearing the name of
the manufacturer and brand name.

4.2.1.1.2 Store all materials, subject to damage off the ground, away from wet or damp surfaces, and
under cover sufficient enough to prevent damage or contamination. Replacement materials shall
be stored outside of the Work Area until area is cleared for normal occupancy.

4.2.1.1.3 Damaged, deteriorating, or previously used materials shall not be furnished and shall be
removed from the Project site and legally disposed of.

4.2.1.1.4 A sufficient supply of disposable mops, rags, and sponges for Work Area Decontamination shall
be provided.

4.2.1.1.5 Unless otherwise specified, the Owner will provide water for construction purposes. Connect to
existing system as required.

4.2.1.1.6 All products brought onto the Project site shall be accompanied by their respective Material
Safety Data Sheet, which shall be maintained on the Project site.

4.2.1.1.7 All plastic, polyethylene sheeting or Visqueen shall be a fire retardant type. Provide
documentation from the manufacturer verifying compliance with this requirement.

4.2.1.1.8 Polyethylene sheeting furnished for the Decontamination Enclosure System shall be opaque
white or black in color and shall be a minimum of 6-mil thick.

4.2.1.1.9 Surfactant (wetting agent) shall be a material that, when tested, demonstrates a surface tension
of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56-
"Surface and Interfacial Tension of Solutions of Surface Active Agents." Where Work Area
temperature may cause freezing of the Amended Water solution, the addition of approved
antifreeze in a manufacturer recommended amount is permitted.

4.2.1.2 Equipment:

4.2.1.2.1 Disposal bags shall be of 6-mil polyethylene, pre-printed with labels as required by applicable
Cal/OSHA and DOT requirements.

4.2.1.2.2 Provide labels as per DOT requirements for disposal containers.

4.2.1.2.3 Provide warning signs as required by Cal/OSHA.

4.2.1.2.4 Disposal containers shall meet requirements of Title 22, CCR.

4.2.1.2.5 Provide a sufficient supply of scaffolds, ladders, lifts, and hand tools, as needed to complete the
4.2.1.2.6 Provide sprayers with pumps capable of providing amended water in sufficient quantity to adequately wet the material to be abated or for Lead Related Construction Work.

4.2.1.2.7 Provide a sufficient supply of HEPA filtered vacuums to maintain a clean environment in compliance with this section.

4.2.1.2.8 When an enclosure requiring negative pressure is specified, a sufficient quantity of air-filtration ventilation units furnished with HEPA filtration and operated in accordance with ANSI Z9.2-79 and EPA guidance documents shall be utilized to provide one workplace air change every 15 minutes and creating a pressure differential of -0.02 inches of water everywhere within the enclosure when compared to the area outside the enclosure. A log documenting the filter change history of each unit shall be required before use, and any unit without this log shall have all filters changed and the unit decontaminated.

4.2.1.2.9 When rental equipment is to be used in Abatement areas or to transport lead contaminated waste, a written notification concerning the intended use of the rental equipment shall be provided to the rental agency with a copy submitted to the Owner.

4.2.1.2.10 When performing chemical Removal, provide portable eyewash station(s) that meet ANSI standards and are accessible to workers within 10 seconds.

4.2.1.2.11 Additional safety equipment, as necessary, shall be provided to all workers and authorized visitors.

4.2.1.2.12 All equipment delivered to the Project site shall be free of all debris suspect of containing lead. No equipment with suspect debris in or on it shall be permitted on Owner properties and/or the Project site.

4.2.1.2.13 Lighting shall be provided in an amount sufficient to illuminate the Work Area for the purpose of safe visual working conditions and to permit examination of all surfaces where Work is performed.

4.2.2 EMPLOYEE PERSONAL PROTECTIVE EQUIPMENT

4.2.2.1 Respiratory Protection:

4.2.2.1.1 Submit NIOSH approvals for all respiratory protective devices utilized on the Project site. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters. Filter cartridges shall be furnished with the NIOSH P-100 designation.

4.2.2.1.2 Provide respiratory protection to all employees in compliance with CCR Title 8, Sections 1532.1 and 5144, as determined by the employee exposure assessment.

4.2.2.1.3 In the absence of an exposure assessment, base respiratory protection on the requirements of Title 8, CCR Section 1532.1, specifically subsection (d).

4.2.2.1.4 In addition to P-100 filters, provide the appropriate respirator filter cartridges for exposure to other airborne contaminants generated during the Abatement process.

4.2.2.2 Fit Testing:

4.2.2.2.1 Perform fit testing in accordance with Title 8 CCR, Section 5144.

4.2.2.2.2 Submit documentation of respirator fit testing for all individuals entering the Work Area.

4.2.2.2.3 Maintain and submit to the Owner a copy of the written respiratory protection program.

4.2.2.3 Personal Protective Clothing and Equipment:

4.2.2.3.1 Provide eye protection to employees sufficient to protect employees from debris during Work progress when full-face respirators are not being utilized.

4.2.2.3.2 Provide and require the use of eye protection when employees are working with a material that may splash or fragment, as specified by the Material Safety Data Sheet for a given product, or as required by Title 8, CCR.

4.2.2.3.3 Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full-face piece respirators. Provide respirators that have been tested and approved by the National Institute of Occupational Safety and Health for use in lead-contaminated atmospheres.

4.2.2.3.4 Provide full-body disposable protective clothing, including head, body, and foot coverings to all workers and authorized visitors who enter the Work Area, in sizes adequate to accommodate movement without tearing. A new suit shall be provided and donned for each separate entry.
4.2.2.3.5 If washable clothing is to be worn underneath disposable protective clothing, it shall be provided to all Abatement workers.

4.2.2.3.6 Provide a clean staging area for workers and others to store street clothes and personal protective equipment.

4.2.2.3.7 Disposal suits shall be collected in an appropriate disposal container at the entrance of the Abatement Work Area.

4.2.2.3.8 Abatement workers are required to wear nonskid footwear sufficient to protect them from workplace hazards. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

4.2.2.3.9 Hand protection shall be provided, and workers shall be required to use lotion sufficient quantities to protect the worker when chemicals or other physical hazards exist.

4.2.2.3.10 As required by the Work site and applicable safety regulations, provide head protection and require the use thereof.

4.2.2.3.11 All worker protection equipment shall be ANSI approved.

4.3 EXECUTION

4.3.1 LEAD RELATED CONSTRUCTION WORK

4.3.1.1 Work Area Preparation and Work Practices:

4.3.1.1.1 Where exposure monitoring indicates Worker exposure is below the P.E.L. comply with the requirements of this section and the “Monitoring” section of this Specification.

4.3.1.1.2 All disturbance of lead containing materials shall be performed using wet methods.

4.3.1.1.3 Work requiring overhead disturbances shall require a means of capturing debris, thus preventing an uncontrolled release on the worker or the surfaces below.

4.3.1.1.4 For disturbances utilizing local exhaust dust collection devices the equipment shall be designed and furnished with a HEPA filtered vacuum attachment approved by the manufacturer.

4.3.1.1.5 Where Components are to be removed, all loose Lead Based Paint and Lead Containing Paint shall be removed by manual means using wet methods and Stabilized prior to removal.

4.3.1.1.6 Where a Component is attached and painted onto another surface and the Component is to be removed from the adjoining surface the paint shall be cut with a razor knife to reduce the potential of paint chip debris during Component removal.

4.3.1.1.7 If a Component being removed will be disposed of rather than reinstalled, manually cut the Component into manageable sections for disposal using wet methods or mechanically cut using a manufactured approved HEPA filtered local exhaust dust collector.

4.3.1.1.8 If a Component is to be reused, loose paint or rough edges may require scraping or sanding. All scraping or sanding must be performed manually using wet methods or mechanically with a manufactured approved HEPA filtered local exhaust attachment.

4.3.1.2 Clean Up Procedures:

4.3.1.2.1 During the entire process of Lead Related Construction Work, clean all debris generated using wet methods and/or HEPA Vacuuming.

4.3.1.2.2 At the completion of the Lead Related Construction Work, clean all surfaces within the impacted Work Area.

4.3.1.2.3 When HEPA filtered Vacuums are utilized, vacuum from the area of impact to the outer perimeter of the polyethylene sheeting to remove all visible debris. If vacuuming cannot remove all visible debris, wet wiping will also be required.
4.3.1.2.4 When wet wiping the Work Area, wipe from the area of impact to the outer perimeter of the polyethylene sheeting to remove all visible debris.

4.3.1.2.5 All tools and equipment utilized in the Work Area shall be thoroughly wet wiped to remove visible debris.

4.3.2 ABATEMENT

4.3.2.1 Work Area Preparation:

4.3.2.1.1 Clean areas to be isolated by HEPA Vacuum prior to installation of polyethylene sheeting.

4.3.2.1.2 Install a minimum of one (1) layer of 6 mil thick polyethylene sheets on floors, fastened by waterproof tape and other means as necessary to secure the sheeting.

4.3.2.1.3 The covering on windows, exterior doors, and vents shall be installed from the inside to facilitate Work on them from the outside.

4.3.2.2 Decontamination Enclosure System:

4.3.2.2.1 At a minimum a two-stage Decontamination Enclosure System consisting of a compartment for Decontamination and a Clean Room shall be constructed and used.

4.3.2.2.2 Unless otherwise specified, the Decontamination Enclosure System shall be adjacent to the Abatement area.

4.3.2.2.3 Other enclosure methods may be used if submitted and approved by the Owner Consultant.

4.3.2.3 Removal of all Lead-Based Glaze Coating Wall Tile:

4.3.2.3.1 All manual or mechanical removal will be performed using wet methods.

4.3.2.3.2 Machine Chippers can only be used within a negative pressure enclosure system.

4.3.2.3.3 Protect adjacent surfaces from damage from machine chipping. Repair and/or replace all damaged surfaces.

4.3.2.4 ALTERNATE PROCEDURES

4.3.2.4.1 If specified procedures cannot be utilized, a request must be made in writing to the Owner Consultant establishing details of the problem encountered and recommended alternatives.

4.3.2.4.2 Alternate procedures shall provide equivalent or greater protection than procedures that they replace.

4.3.2.4.3 Prior to implementation, all alternative procedures shall be submitted and approved in writing by the Owner Consultant.

4.3.2.5 CLEAN-UP PROCEDURES

4.3.2.5.1 During the entire process of the Work of this section, perform continuous cleaning of all debris generated using wet methods and/or HEPA filtered vacuuming.

4.3.2.5.2 At the completion of the Work of this section, clean all surfaces within the impacted Work Area, including but not limited to, all tools, equipment, and polyethylene sheeting to remove visible debris from the Work Area.

4.3.2.5.3 All tools and equipment utilized in the Work Area shall be thoroughly cleaned. All non- electrical tools and equipment shall be cleaned monthly and before Removal from the Work Area by HEPA vaccumung and washing using a lead specific detergent or other suitable cleaning agent.

4.3.2.5.4 Electrical tools and equipment shall be HEPA vacuumed and cleaned by wet wiping limiting the amount of water used to avoid electrical hazards.

4.3.2.5.5 Remove polyethylene sheeting, except for critical barriers, by folding it into itself beginning with the higher level polyethylene first.

4.3.2.5.6 Following Removal of polyethylene sheeting a final cleaning of all surfaces in the Abatement workspace shall be performed by HEPA vacuuming, wet wiping, and a final HEPA vacuuming.
4.3.2.5.7 Refer to the waste handling and transportation section of this Specification for disposal of waste generated by this process.

4.3.3 WASTE HANDLING AND TRANSPORTATION:

4.3.3.1 Characterization of Waste:

4.3.3.1.1 Until analytical results are available, all waste materials (including water) shall be treated as hazardous.

4.3.3.1.2 Characterize all waste streams as follows:

- **4.3.3.1.2.1** Collect a representative sample of the waste material.
- **4.3.3.1.2.2** For a pile of waste take one sample of a proportionate combination of Component in the pile. If a large quantity of waste is generated no less than four samples may be required.
- **4.3.3.1.2.3** For large wood Component, such as windows, doors, etc., a representative sample of each Component of similar characteristics, paint history, etc., shall be collected and tested. A full depth core sample, not less than one (1) inch diameter, of the Component is to be collected. The core sample shall include the substrate and paint coatings on both sides of the Component, as applicable.

4.3.3.1.3 Analysis for the waste characterization samples shall be performed as follows:

- **4.3.3.1.3.1** Waste generated by chemical stripping shall, in addition to the requirements for determining the solid and soluble lead concentrations, shall be tested for corrosiveness and other contaminants, as applicable, resulting from the chemical stripping process.

4.3.3.1.3.2 Analyze samples for Total Threshold Limit Concentration (TTLC):

- **4.3.3.1.3.2.1** If results are less than 50 mg/kg (milligrams/kilogram) the waste is not hazardous and shall be disposed as general construction waste at a class III disposal site.
- **4.3.3.1.3.2.2** If sample results are 50 mg/kg or greater, the waste shall be tested for Soluble Threshold Limit Concentration (STLC).

4.3.3.1.3.3 Where waste is required to be tested for STLC the following shall apply:

- **4.3.3.1.3.3.1** If the STLC result is less than 5 mg/L (milligrams/liter) the material shall be disposed at a Class II waste landfill. Evidence of such results of the STLC testing will be required by the landfill before waste is accepted. No further testing is required.
- **4.3.3.1.3.3.2** If the STLC results are 5 mg/L or greater, the waste is a California regulated waste and the material shall be tested using the federally mandated Toxicity Characterization Leaching Procedure (TCLP).

4.3.3.1.3.4 Where waste is required to be tested by TCLP the following shall apply:

- **4.3.3.1.3.4.1** If the TCLP is less than 5 mg/L, the waste is a California regulated hazardous solid waste (non-RCRA). This material shall be disposed in a Class I hazardous waste landfill.
- **4.3.3.1.3.4.2** If the TCLP is equal to or greater than 5 mg/L, the waste is a federally regulated hazardous waste solid (RCRA). The waste shall then be disposed in a Class I hazardous waste landfill.

4.3.3.1.3.5 Personal and commercial wash water with lead contamination shall be handled as follows:

- **4.3.3.1.3.5.1** Filter the waste water through cheesecloth, or other similar filtering media, to remove the gross debris. Separate the waste streams and characterize these in compliance with this Specification.
- **4.3.3.1.3.5.2** If the waste water is identified as a RCRA or California regulated hazardous waste (Non-RCRA) by STLC and TCLP, filter the waste water by power pumping it through a 20 micron pore size filter. The filtered water shall be tested as described for waste in this Specification.
4.3.3.1.3.5.3 If test results categorize the filtered water as non-hazardous, it may be disposed of in the sewer system.

4.3.3.1.3.5.4 Wastewater, filtered or otherwise, shall not be discharged in storm drains, gutters or allowed to sheet flow over the surface of the ground.

4.3.3.2 Waste Handling:

4.3.3.2.1 All waste, hazardous and non-hazardous, shall be disposed of at an authorized site in accordance with all provisions of this Specification and applicable Federal, State, and local laws.

4.3.3.2.2 Any waste determined to be hazardous, through analytical testing, shall be kept in a secured area or lockable container that is inaccessible to all persons other than authorized personnel working on the Project. All hazardous waste containers shall be labeled “Hazardous Waste – Contains Lead” and labeled with the date waste collection commenced.

4.3.3.2.3 Hazardous waste shall not remain on the Project site beyond 90 days of the date it was generated. It shall be removed from the Project site and transported to an approved landfill before the 90 days has elapsed.

4.3.3.2.4 Once hazardous waste is removed from the Project site, ensure it is disposed of in an approved landfill within 6 days. The waste shall not be transported to another site for commingling of waste from a source other than the site of original generation. This requirement shall be documented by the proper execution of a Uniform Hazardous Waste Manifest signed by the landfill operator.

4.3.3.2.5 All hazardous and non-hazardous waste shall be kept in different containers and stored in separate locations. Commingling of waste is not permitted.

4.3.3.2.6 As the Work progresses, to prevent exceeding available storage capacity on the Project site, sealed and labeled containers of lead waste shall be removed and transported to the prearranged disposal location.

4.3.3.2.7 Containers used for hazardous waste shall meet the requirements of EPA and DOT for hazardous waste storage and transport. At a minimum, disposal packaging of Lead Based Paint fragments, dust, and debris shall be in 6-mil polyethylene (plastic) bags that are airtight and puncture resistant.

4.3.3.2.8 Any debris or residue observed on containers or surfaces outside of the Work Area resulting from clean up or disposal activities shall immediately be cleaned using HEPA filtered vacuum equipment and/or wet methods as appropriate.

4.3.3.2.9 Materials not contained in bags or other appropriate disposal containers shall not be placed in lead waste storage containers, nor shall storage containers be used for non-lead waste. To avoid damage, all packaged waste shall be placed, not thrown, into the storage containers.

4.3.3.3 Transportation of Non-Hazardous Waste:

4.3.3.3.1 All receipts from the disposal facility, trip tickets, transportation manifests, weight certificates or other documentation of disposal shall be delivered to the Owner Consultant within 48 hours of disposal. The waste manifest shall be signed by the generator, the transporter(s), and the disposal site operator each time the waste material is transferred. If a separate hauler is employed, the name, address, and signature of the transporter shall also appear on the manifest.

4.3.3.4 Transportation of Hazardous Waste:

4.3.3.4.1 All hazardous waste shall be transported by a RCRA/DOT/EPA certified hazardous waste transporter. Provide evidence that the hazardous waste transporter meets the requirements of this Specification.

4.3.3.4.2 The Work of this section includes responsibility for all actions of the hazardous waste transporter as it pertains to waste Removal and disposal related to the Work of this Specification.
4.3.3.4.3 Identify the facility to which the waste generated by this Specification will be taken. Evidence shall be provided verifying the facility is licensed/permitted to receive and handle non-hazardous lead containing waste and/or hazardous lead containing waste as applicable.

4.3.3.4.4 All waste disposed as hazardous shall be transported under a Uniform Hazardous Waste Manifest. The generator copy of this manifest shall be submitted to the Owner Consultant within five (5) days of transport.

4.3.3.4.5 All dump receipts, trip tickets, transportation manifests, weight certificates or other documentation of disposal shall be delivered to the Owner Consultant within 48 hours of disposal. The Uniform Hazardous Waste Manifest shall be signed by the generator (or designee), the transporter(s), and the disposal site operator each time the responsibility for the waste material is transferred. If a separate hauler is employed, the name, address, U.S.E.P.A. ID number and signature of the transporter shall also appear on the manifest.

4.3.3.4.6 The enclosed cargo area of trucks or containers shall be free of debris and lined with 6-mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the walls. Wall sheeting shall be overlapped and taped into place.

4.3.3.4.7 During transport, drums and other containers shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural Component shall be secured to prevent shifting and bags placed on top.

4.3.4 MONITORING

4.3.4.1 Project Management and Inspection:

4.3.4.1.1 Owner has the right to perform air, wipe, and visual monitoring at any time.

4.3.4.1.2 Owner shall proceed in accordance with the terms and conditions of the Contract Documents whenever the Work or protective measures are not in compliance with applicable governmental regulations, Contract requirements, and/or threatens the adjoining environment with lead contamination.

4.3.4.1.3 Where exposure monitoring indicates exposures is at or above the P.E.L., complies with Title 8, CCR Section 1532.1 (e) through (n).

4.3.4.2 Employee – Personal Air Monitoring:

4.3.4.2.1 Provide air monitoring as required by Title 8 CCR, Section 1532.1. Results shall be provided within ten working days of sampling. If the intent is to utilize such as exposure assessment documentation, and Work is to commence earlier than ten working days, submit results 24 hours in advance of the start of Work.

4.3.4.3 Clearance Inspection:

4.3.4.3.1 Clearance Inspection for Lead Related Construction Work shall include:

4.3.4.3.1.1 A visual inspection of the Work Area by the Owner Consultant prior to occupancy for normal activity.

4.3.4.3.1.2 Do not remove barriers designating a regulated Work Area until a written release from the Owner Consultant is provided.

4.3.4.3.1.3 The Owner Consultant has the right to collect wipe samples as part of the Clearance Inspection.

4.3.4.3.2 Clearance Inspection for Abatement shall include:

4.3.4.3.2.1 A visual inspection of the Work Area by the Owner Consultant prior to collection of environmental samples (dust, wipe, and/or soil samples)

4.3.4.3.2.2 Owner Consultant shall collect environmental samples.

4.3.4.3.2.3 Results of samples shall comply with Title 17, CCR before the Work Area is released for normal occupancy.
4.3.4.3.4 Where samples fail to meet regulated clearance levels of Title 17, CCR, clean the Work Area as required for final cleaning in the Clean Up Procedures section of this Specification.

4.3.4.3.5 Following cleaning, the visual inspection and environmental sampling will be repeated as described above. This process shall continue until the clearance level of Title 17, CCR is provided.

4.3.5 RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS

4.3.5.1 Re-establishment of the Work Area shall only occur following the completion of clean-up procedures and after a Clearance Inspection has been performed and documented to the satisfaction of the Owner Consultant.

4.3.5.2 Re-secure Moveable Objects removed from their former positions during area preparation activities.

4.3.5.3 Relocate Moveable Objects that were removed to temporary locations back to their original positions.

4.3.5.4 Repair all areas of damage that occurred as a result of Abatement or Lead Related Construction Work.

4.3.6 PROJECT COMPLETION DOCUMENTATION

4.3.6.1 Provide to the Owner Consultant all of the following close-out documentation:

- Filter change logs for all air filtration units, water filtration units and respirators
- Foreman’s daily job reports
- Employee entry/exit logs for all Work Areas
- Visitor entry/exit logs for all Work Area
- Air sample results for personnel
- Copies of all hazardous and non-hazardous waste manifest
- All hazardous waste weight tickets
- Analytical data and chain of custody for waste characterization
- All signed Daily Personnel Report Forms

5. STORMWATER

5.1 GENERAL – PART 1

5.1.1 DESCRIPTION

Work included – Contractor shall furnish all labor, materials, services, permits, insurance, and equipment which is specified, shown or reasonably implied for the compliance with the following laws and regulations. In addition, contractor is responsible to haul away ALL straw waddle on entire site.


5.1.1.3 Stormwater Pollution Prevention Plan. “SWPPP Ludwig Engineering Waterman Gardens Abatement & Demo 02-05-18”.

5.1.2 DEFINITION

5.1.2.1 active area: Area where soil-disturbing work activities have occurred at least once within 15 days.

5.1.2.2 construction phase: Phase that includes the (1) demolition work being done on this site, including abatement, demolition of buildings, accessories and removal of trees; (2) waste or debris removal; (3) mulching for final stabilization, and (4) the suspension phase for suspension of work activities or a winter shutdown. The construction phase starts at the start of job site activities and ends at Contract acceptance.

5.1.2.3 inactive area: Area where soil-disturbing work activities have not occurred within 15 days.

5.1.2.4 qualifying rain event: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

5.1.2.5 run-on: Water that originates off-site and flows onto the job site.
5.1.2.6 **storm event**: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

5.1.3 **SUBMITTALS**

5.1.3.1 Training: For all employees and subcontractors who will be working at the job site, submit Stormwater pollution training records as informational submittals. The records must include the training subjects and dates for the initial training, ongoing training, and tailgate meetings. Submit records for:

5.1.3.1.1 Existing employees within 5 business days of Contract approval.
5.1.3.1.2 New employees within 5 business days of receiving the training.
5.1.3.1.3 Subcontractors’ employees at least 5 business days before a subcontractor starts work.

5.1.3.2 Materials: Submit manufacturer’s information on materials used for the erosion control devices (BMP’s) within 5 business days of Contract approval.

5.1.3.3 Forms: Submit inspection report forms within 5 business days of Contract approval or use the current CASQA forms for monitoring reports.

5.1.3.4 Other reports and forms, including REAP, forecasts, inspection reports, etc. shall be submitted to Owner routinely throughout contract.

5.1.3.5 Name of Laboratory to be used for testing.

5.2 **MONITORING – PART 2**

5.2.1 Contractor’s Water Quality Monitor

- Within 7 days after Contract approval, submit the name and qualifications of your water quality monitor. Include the monitor’s training and experience in collecting and analyzing water quality samples.

5.2.2 Monitoring Required

5.2.2.1 Weather Forecasts – Check weather daily. Submit weather forecasts weekly. The WQM should daily consult the National Oceanographic and Atmospheric Administration (NOAA) for the weather forecasts. These forecasts can be obtained at http://www.srh.noaa.gov/. Submit forecasts to Owner weekly.

5.2.2.2 Rain Event Action Plan – Prepare and submit a rain event action plan (REAP) at least 48 hours before a forecasted storm event if the NOAA predicts a storm event with at least a 50 percent probability of precipitation within 72 hours. REAP includes:

5.2.2.2.1 Site Address;
5.2.2.2.2 Risk Level - 2;
5.2.2.2.3 Site Stormwater Manager Information including the name, company and 24-hour emergency telephone number;
5.2.2.2.4 Erosion and Sediment Control Provider information including the name, company and 24-hour emergency telephone number;
5.2.2.2.5 Stormwater Sampling Agent information including the name, company, and 24-hour emergency telephone number;
5.2.2.2.6 Activities associated with each construction phase;
5.2.2.2.7 Trades active on the construction site during each construction phase;
5.2.2.2.8 Trade contractor information; and
5.2.2.2.9 Recommended actions for each project phase.
Contractor shall have the REAP at the job site at least 24 hours before a forecasted storm event. For a project that requires a REAP, implement the plan, including crew mobilization, at least 24 hours before precipitation occurs.

Contractor shall retain a printed copy of each REAP at the job site as part of the SWPPP. Submit REAP to Owner least 24 hours before a forecasted storm event.

5.2.2.3 Weekly, Pre-, During and Post-Storm Inspections – Complete inspections and submit reports routinely. Pre- Storm Inspections shall be done within 24 hours of forecasted qualifying event. During Storm Inspections shall be done daily during qualifying events. Post- Storm Inspections shall be completed within 24 hours of the end of a qualifying event. Inspections required include:

- Visual inspections of Best Management Practices (BMP's);
- Visual monitoring of the site related to qualifying storm events;
- Visual monitoring of the site for non-stormwater discharges;
- Sampling and analysis of construction site runoff for pH and turbidity;
- Sampling and analysis of construction site runoff for non-visible pollutants when applicable; and
- Sampling and analysis of non-stormwater discharges when applicable. Submit signed inspection forms to Owner within 48 hours of inspection.

5.2.2.4 Daily Inspections – Check for:
- Oil, gas or other leaks from equipment
- Leaks at connection to water source
- Dust or litter on streets
- Waste bins and stockpiles covered at end of each work shift.

5.2.2.5 Notification – Notify the Owner within 6 hours whenever:
- Discharges into receiving waters or drainage systems are causing or could cause water pollution.
- A written notice or order for the project from the RWQCB or any other regulatory agency is received.

5.3 NUMERIC ACTION LEVEL (NALs) – PART 3

5.3.1 Numeric Action Levels

For a risk level 2 test discharges to the receiving water under the test methods and at the detection limits for the NALs shown in the following table:

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<th>Quality characteristic</th>
<th>Test method</th>
<th>Detection limit (min)</th>
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<td>Turbidity (max, NTU)</td>
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<td>pH</td>
<td>Field test with calibrated portable instrument</td>
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5.3.2 Sampling

- See Sampling Plan in Section 600 of SWPPP.
- Assign trained personnel to collect water quality samples. The personnel must comply with the equipment manufacturer's instructions for the collection of samples, analytical methods, and equipment calibration.
5.3.2.3 Samples taken for laboratory analysis must comply with water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants.

5.3.2.4 For a risk level 2 or risk level 3 project, take samples for pH and turbidity from representative and accessible locations upstream and downstream of the discharge point. For multiple discharge points, obtain samples from a single upstream and a single downstream location.

5.3.3 Exceedance Reports - If a NAL is exceeded, notify the Owner and submit an exceedance report within 48 hours after the conclusion of a storm event. The report must include:

5.3.3.1 Field sampling results and inspections, including:
   5.3.3.1.1 Analytical methods, reporting units, and detection limits
   5.3.3.1.2 Date, location, time of sampling, visual observations, and measurements
   5.3.3.1.3 Quantity of precipitation from the storm event
   5.3.3.1.4 Description of WPC practices and corrective actions taken to manage exceedance of the NAL

5.4 TRAINING – PART 4

5.4.1 Employees must receive initial WPC training before starting work at the jobsite.

5.4.2 Contractors’ project managers, supervisory personnel, subcontractors, and employees involved in WPC work:
   5.4.2.1 Provide stormwater training in the following subjects:
      5.4.2.1.1 WPC rules and regulations
      5.4.2.1.2 Implementation and maintenance of: 5.4.2.1.2.1 Temporary soil stabilization 5.4.2.1.2.2 Temporary sediment control 5.4.2.1.2.3 Tracking control
      5.4.2.1.2.4 Wind erosion control
      5.4.2.1.2.5 Material pollution prevention and control 5.4.2.1.2.6 Waste management
      5.4.2.1.2.7 Nonstormwater management
   5.4.2.2 Conduct weekly training meetings covering:
      5.4.2.2.1 Deficiencies and corrective actions for WPC practices
      5.4.2.2.2 WPC practices required for work activities during the week
      5.4.2.2.3 Spill prevention and control
      5.4.2.2.4 Material delivery, storage, usage, and disposal
      5.4.2.2.5 Waste management
      5.4.2.2.6 Nonstormwater management procedures

5.4.3 Training for personnel who collect water quality samples must include:
   5.4.3.1 Review of the sampling and analysis plan.
   5.4.3.2 Health and safety review
   5.4.3.3 Sampling simulations

File copies of training and sign-in sheets in Appendix I of the SWPPP.

5.5 IMPLEMENTATION – PART 5

5.5.1 Manage work activities to prevent or reduce the discharge of pollutants offsite.

5.5.2 Contract to assign a Water Pollution Control Manager (WPC Manager) to implement SWPPP.
   5.5.2.1 Qualifications – WPC Manager must be a QSD or QSP.
   5.5.2.2 Responsibilities – The WPC Manager must:
      5.5.2.2.1 Be the primary contact responsible for WPC work
      5.5.2.2.2 Oversee WPC work, including:
         5.5.2.2.2.1 Maintenance of WPC practices
         5.5.2.2.2.2 Inspections of WPC practices identified in the SWPPP or WPCP
         5.5.2.2.2.4 Inspections and reports for visual monitoring
         5.5.2.2.2.5 Preparation and implementation of the REAPs.
5.5.2.2.6 Sampling and analysis and preparation and submittal of NAL exceedance reports
5.5.2.2.7 Submittal of notice of discharge forms
5.5.2.2.3 Oversee and enforce hazardous waste management practices including spill prevention and control measures
5.5.2.2.4 Have the authority to:
   5.5.2.2.4.1 Mobilize crews to make immediate repairs to WPC practices
   5.5.2.2.4.2 Stop construction activities damaging WPC practices or causing water pollution
5.5.2.2.5 Ensure that all employees have current WPC training and provide training if collecting water quality samples is delegated
5.5.2.2.6 Implement the authorized SWPPP or WPCP
5.5.2.2.7 Revise the SWPPP or WPCP if required
5.5.2.2.8 Be at the job site within 2 hours of being contacted

5.5.3 Rain Gauge
5.5.3.1 Install – Contractor shall install 1 rain gauge on the project site.
   5.5.3.1.1 Locate the gauge in an open area away from obstructions such as trees or overhangs.
   5.5.3.1.2 Mount the gauge on a post at a height of 3 to 5 feet with the gauge extending several inches beyond the post.
   5.5.3.1.3 Make sure that the top of the gauge is level.
   5.5.3.1.4 Make sure the post is not in an area where rainwater can indirectly splash from sheds, equipment, trailers, etc.
5.5.3.2 Read and Record
   5.5.3.2.1 The rain gauge(s) shall be read daily during normal site scheduled hours. The rain gauge should be read at approximately the same time every day and the date and time of each reading recorded. Follow the rain gauge instructions to obtain accurate measurements.
   5.5.3.2.2 Log rain gauge readings on approved form or CASQA form. Submit form to Owner weekly.
   5.5.3.2.3 Once the rain gauge reading has been recorded, accumulated rain shall be emptied and the gauge reset, unless an automated recording rain gauge is used. If automated recording rain gauge is used, follow rain gauge instructions.

5.5.4 Sampling and Analysis Plan - See SWPPP Section for sampling locations and sampling plan.
5.5.4.1 This project is not required to collect samples or conduct visual observations (inspections) under the following conditions:
   5.5.4.1.1 During dangerous weather conditions such as flooding and electrical storms.
   5.5.4.1.2 Outside of scheduled site business hours.
5.5.4.2 The most effective way to avoid sampling and analysis requirements is to avoid the exposure of demolition materials to precipitation and stormwater run-off or run-on. A clean site is critical to limiting exposure.

5.5.5 Water Sampling – Collect water samples:
5.5.5.1 During a storm event for:
   5.5.5.1.1 Each nonvisible pollutant source and a corresponding uncontaminated control sample
   5.5.5.1.2 All locations identified on the REAP.
5.5.5.2 During a qualifying rain event for:
5.5.5.2.1 Each nonvisible pollutant source and a corresponding uncontaminated control sample
5.5.5.2.2 Turbidity, pH, and other constituents as required
5.5.5.2.3 All locations identified on the REAP.
Collect at least 3 samples for each day of a qualifying rain event.
Collect samples during (1) normal working hours and (2) the first 2 hours of each storm event.
If a downstream sample shows an increased level of turbidity, pH, or other constituent, assess WPC practices, site conditions, and surrounding influences to determine the probable cause for the increase.

5.5.6 Record Keeping – See SWPPP Section 600 for requirements.

6. ATTACHMENTS – Attached as separate documents (posted)

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Attachment Description</th>
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<tbody>
<tr>
<td>A</td>
<td>Instructions to Bidders for Contracts (HUD 5369)</td>
</tr>
<tr>
<td>B</td>
<td>Representations, Certifications, and Other Statements of Bidders (HUD 5369A)</td>
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<td>C</td>
<td>General Conditions for Construction Contracts (HUD 5370)</td>
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<td>Statement of Bidder’s Qualifications</td>
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<td>F</td>
<td>Certification for Business Concerns Seeking Section 3 Preference</td>
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<td>G</td>
<td>Certification of Bidder Regarding Equal Employment Opportunity</td>
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<td>Corporate Certification</td>
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<td>Non-Collusion Affidavit</td>
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<td>J</td>
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Addendum #3
IFB PC1130 WATERMAN GARDENS PHASE IV ABATEMENT AND DEMOLITION SERVICES

The following addendum to this Invitation for Bid is hereby incorporated into the bid process. Should you have any questions regarding this Addendum, or any other part of this IFB process, please e-mail Claudia Nunez at cnunez@hacsbc.com.

Clarifications:

- The quantities for all of the abatement have been revised below, for a total of 34,962 sq feet.
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GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
PUBLIC HOUSING PROGRAMS
(form HUD – 5370)
Applicability. This form is applicable to any construction/development contract greater than $150,000.

This form includes those clauses required by OMB’s common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.
1. Definitions

(a) “Architect” means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.

(b) “Contract” means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) “Contracting Officer” means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) “Contractor” means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) “Drawings” means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) “HUD” means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) “Project” means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) “PHA” means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(j) “Specifications” means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) “Work” means materials, workmanship, and manufacture and fabrication of components.

2. Contractor’s Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed portion of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor’s responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect’s Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
4. Other Contracts

The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect’s duties and responsibilities may include but shall not be limited to:

1. Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;
2. Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
3. Reviewing and making recommendations with respect to: (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor’s price breakdown and progress payment estimates; and,
4. Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor’s right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is
reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(c) Where "as shown", "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is to the drawings accompanying this contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(d) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

8. Differing Site Conditions

(a) The Contractor shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown", "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is to the drawings accompanying this contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be
required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. “As-built drawings” shall be synonymous with “Record drawings.”

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer’s approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor’s expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor’s name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any
waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled "Changes herein to conform to the code or regulation."

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
   (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
   (2) Protect the lives, health, and safety of other persons;
   (3) Prevent damage to property, materials, supplies, and equipment; and, (4) Avoid work interruptions.
(b) For these purposes, the Contractor shall:
   (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1910. If the Contractor fails to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
   (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor’s representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
(e) The Contractor shall be responsible for its subcontractors’ compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third-party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor’s right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA’s right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA’s possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA’s possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor’s expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor’s expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor’s failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warrants that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor’s warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor’s, manufacturer’s or supplier’s warranty.
(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA’s rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

This contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.


In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: __________________________

Title: __________________________

Date: __________________________

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor’s performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor’s performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.
Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA’s interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(b) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor’s claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA’s approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
1. In the specifications (including drawings and designs);
2. In the method or manner of performance of the work;
3. PHA-furnished facilities, equipment, materials, services, or site; or,
4. Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a proposal based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defect specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer’s failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer’s decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA’s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer’s decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to
proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor’s refusal or failure to complete the work within the specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor’s right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $__________ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor’s delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effectuated by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor’s claim within days (60 days unless otherwise indicated) of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $__________ [Contracting Officer insert amount]
per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $[Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder’s Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA’s existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -
(1) “Subcontract” means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) “Subcontractor” means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or housing representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.


(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 this 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 awarded, 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 regulations of 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 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).
41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor’s Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. “Subcontract,” as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

1. All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall
be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(i) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under
the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(1) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
   (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.


(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
ADDITIONAL GENERAL PROVISIONS

1. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with “supplier”, “vendor” or other similar term.
   c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor’s cost experience in performing under the terms of the Agreement.
   d. **Unit Cost** means the Agreement requires the delivery of products or services at a specific unit price, fixed at the time of the Agreement, for the agreed upon increment of product of services rendered and is not subject to any adjustment to price on the basis of Contractor’s cost experience in performing under the terms of the Agreement. Only the quantity of products or services may change, and only at the HACSB’s discretion which must be provided to Contractor in writing.
   e. **Unit Cost, Not-to-Exceed** means the Agreement requires the delivery of products or services at a specific unit price, in which the entire Agreement may not exceed the total fixed amount agreed upon.
   f. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.

2. COMPLIANCE WITH STATUTES AND REGULATIONS: Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor’s violation of this provision.

3. CONTRACTOR’S POWER AND AUTHORITY: Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.

4. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
   a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
   b. If “prepay and add” is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
   c. On “F.O.B. Shipping Point” transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor’s own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

5. TIME IS OF THE ESSENCE: Time is of the essence in this Agreement.

6. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The
quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor’s expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.

8. **INSPECTION, ACCEPTANCE AND REJECTION:**
   a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor’s quality assurance system or other business practices related to performance of the Work.
   b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
   c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
   d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
   e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. **SAMPLES:**
   a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
   b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor’s expense.

10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.
    a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
    b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

a. **Compensation Insurance and Employer's Liability Insurance.** Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. **General Liability Insurance.** Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of Five Million and No/100 Dollars ($5,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement. Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

c. **Automobile Liability.** Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

d. **Pollution Environmental Impairment, and/or Asbestos Pollution Liability coverage** in the amount of One Million and No/100 Dollars ($1,000,000.00) (only applies to abatement contractor).

14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

a. Acts of God or of the public enemy, and
b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. **CONTRACTOR’S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

   a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor’s site or at HACSB’s place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

   b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California ad other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**

   a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.

   b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

   c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:

      i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,

      ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.

   d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or
software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.

e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,

ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or

iii. The modification by HACSB of the equipment furnished hereunder or of the software; or

iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:

i. Cancel the Stop Work Order; or

ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.

iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:

1. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.
23. **COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. **COMPLIANCE WITH DAVIS-BACON ACT AND RELATED ACTS:** For construction agreements in excess of $2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor must also comply with the Copeland Act (40 U.S.C. 3145 et seq.), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required to pay Davis-Bacon wage rates for all “construction contracts and related subcontracts in excess of $2000,” which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: [https://www.wdol.gov](https://www.wdol.gov). As required by 29 C.F.R. § 5.5 Contractor shall comply with the following and Contractor shall include the provisions of this clause (identified in italics for easier reference) in all subcontracts to perform work under this Agreement.

1) **Minimum wages.**

   (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (2) The classification is utilized in the area by the construction industry; and

   (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or
disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour...
Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that
Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not
in a program which has received prior approval, evidenced by formal certification by the U.S. Department of
predetermined rate for the work performed unless they are employed pursuant to and individually registered
(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the
performing work on the job site in excess of the ratio permitted under the registered program shall be paid
trainee must be paid at not less than the rate specified in the approved program for the trainee's level of
progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage
determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee
program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of
rate on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage
rate on the wage determination which provides for less than full fringe benefits for apprentices. Any
employee listed on the payroll at a trainee rate who is not registered and participating in a training plan
approved by the Employment and Training Administration shall be paid not less than the applicable wage
rate on the wage determination for the classification of work actually performed. In addition, any trainee
performing work on the job site in excess of the ratio permitted under the registered program shall be paid
not less than the applicable wage rate on the wage determination for the work actually performed. In the
event the Employment and Training Administration withdraws approval of a training program, the contractor
will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work
performed until an acceptable program is approved.
(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part
shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as
(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29
CFR part 3, which are incorporated by reference in this contract.
(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in
29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may
by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses
in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any
subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for
termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR
5.12.
(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the
Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference
in this contract.
(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this
contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved
in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.
Disputes within the meaning of this clause include disputes between the contractor (or any of its
subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their
representatives.
(10) Certification of eligibility.
(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm
who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts
by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).
(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government
contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1).
(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting
officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in
any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract
Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required
by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include
watchmen and guards.
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work
which may require or involve the employment of laborers or mechanics shall require or permit any such
laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty
hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor’s payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN $2,000): In the event the Agreement Price is less than $2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor’s books and records, and interview Contractor’s employees, contractors and subcontractors, all according to the same provisions set forth in Section 24 above.

26. EQUAL EMPLOYMENT OPPORTUNITY: Contractor agrees to incorporate into any subcontract for work on this Project the Equal Employment Opportunity Certification contained in Attachment G (see 41 C.F.R. § 60-1.4(b)) and that Contractor’s signature on the contract with HACSB is a signature on the Equal Employment Opportunity Certification.

27. NONDISCRIMINATION CLAUSE:

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their
employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. DRUG-FREE WORKPLACE CERTIFICATION: Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Cal. Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a) to inform employees about all of the following:

i. the dangers of drug abuse in the workplace;

ii. the person's or organization's policy of maintaining a drug-free workplace;

iii. any available counseling, rehabilitation and employee assistance programs; and,

iv. penalties that may be imposed upon employees for drug abuse violations.

30. RECYCLING: Contractor shall certify in writing under penalty of perjury, compliance with California Public Contract Code section 12200 et seq., in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of California Public Contract Code section 12209.

31. LEAD BASED PAINT PROHIBITION: For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

32. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: For agreements in excess of $2,000, and in excess of $2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).

33. CHILD SUPPORT COMPLIANCE ACT: For any contract in excess of $150,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

34. ELECTRONIC WASTE RECYCLING ACT OF 2003: Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall
maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of $150,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R.).

36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it is a holder of a California seller’s permit issued pursuant to Article 2 (commencing with Section 6066) of Chapter 2 of Part 1 of Division 2 of the Revenue and Taxation Code, or is a holder of a certificate of registration issued pursuant to Section 6226 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer’s seller’s permit or certification of registration or applicable affiliate’s seller’s permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

37. **DOMESTIC PARTNERS:** For agreements over $150,000, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
WORK AUTHORIZATION

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. PC1130

Schedule Dates:
Start Date: ______________________
Completion Date: ______________________

Total Contract Cost: $322,336.00

PC1130 BID PROPOSAL FORM
Housing Authority of the County of San Bernardino
Procurement & Contracts Department

Materials and/or Services: Waterman Gardens Phase IV Abatement & Demolition Services

PC1130 Waterman Gardens Phase IV Abatement & Demolition
Bids Due: Tuesday, October 8th at 10:00 a.m.
Proposal form must be filled, signed, and uploaded to PublicTender.

Vendor Name: Interior Demolition, Inc. Contact & Title: Maria Molina - Secretary and Treasurer
Mailing Address: 2621 Honolulu Ave. Montrose, CA 91020
Phone: 818-249-4932 Fax: 818-249-4937 Email: maria@interiordemolition.net

Contractor's License #: 603409 Expiration Date: 9/30/2020

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete all work in strict conformity with the specifications, the Instructions and Conditions attached hereto, and to execute the contract to the satisfaction of the HACSB, at the following cost(s):

$234,168.00 GRAND TOTAL
Two Hundred Thirty Four Thousand One Hundred Sixty Eight Dollars

ADD ALTERNATE #1

$88,168.00 TOTAL
Eighty Eight Thousand One Hundred Sixty Eight Dollars

Note: If Proposal is greater than $25,000 the Proposal shall also include a Bid Guarantee as defined in the Contract Documents. ORIGINAL BID BOND MUST BE DELIVERED TO OFFICE AND RECEIVED BY DUE DATE.

In submitting this Proposal it is understood that the right is reserved by HACSB to reject any and all proposals. If written notice of the acceptance of this Proposal is mailed, telegraphed, faxed or delivered to undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to it for signature.

VENDOR'S AUTHORIZED SIGNATURE:
The undersigned hereby certifies that this Proposal is submitted in response to this solicitation.

SIGNED: ______________________ DATE: 10/22/19
PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we ______________________ (Contractor) ____________________________, a _______________ (corporation) hereinafter called “Principal” and ____________________________, (Surety) of ____________________________, State of ____________________________, hereinafter called the “Surety”, are held and firmly bound unto ____________________________, (Owner) ____________________________, of ____________________________, (City and State), hereinafter called “Owner” in the penal sum of ____________________________, Dollars ($_____________________) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ______ day of ____________, 20_____, a copy of which is hereto attached and made a part hereof for the construction of: ____________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise (including all persons named in California Civil Code section 9100), or amounts due under the California unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and subcontractors, and in full conformance with the Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of shall be deemed an original, this the ______________ day of ______________, 20__.  

ATTEST:

"PRINCIPAL"

__________________________________________  __________________________________________
(Principal) Secretary  NAME: ________________________________

(Seal)

Witness as to Principal

__________________________________________
(Address – Zip Code)

“SURETY"

__________________________________________  __________________________________________
(Surety) Secretary  NAME: ________________________________

ITS: Attorney-in-Fact  

(Seal)

__________________________________________
(Address – Zip Code)

Witness as to Surety

__________________________________________
(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
STIPULATION OF LIEN

Contract Number:

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.

2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _________________, 20____.

By: ________________________________

Title: ______________________________

NAME AND ADDRESS OF CONTRACTOR:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Sworn before me this _________ day of _________________, 20____.

__________________________
(Notary Public)

My Commission Expires __________________________

(Date)
"General Decision Number: CA20190017 07/26/2019

Superseded General Decision Number: CA20180028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor
requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
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<tr>
<td>1</td>
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<td>3</td>
<td>05/03/2019</td>
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<td>07/26/2019</td>
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ASBE0005-002 07/01/2018

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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....$ 39.72</td>
<td>20.81</td>
</tr>
<tr>
<td>Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).........................$ 27.92</td>
<td>18.31</td>
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ASBE0005-004 07/02/2018

<table>
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<tbody>
<tr>
<td>Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether</td>
<td></td>
</tr>
</tbody>
</table>
they contain asbestos or not)....$ 19.93            11.72

* BRCA0004-001 05/01/2018

<table>
<thead>
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<tbody>
<tr>
<td>Bricklayer; Marble Setter</td>
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</tr>
<tr>
<td>Los Angeles County ............$ 39.91</td>
<td>15.45</td>
</tr>
<tr>
<td>Orange County ..............$ 39.13</td>
<td>15.11</td>
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<tr>
<td>Riverside &amp; San Bernardino Counties .............$ 39.07</td>
<td>14.57</td>
</tr>
<tr>
<td>Ventura County ..............$ 39.22</td>
<td>16.93</td>
</tr>
</tbody>
</table>

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

-------------------------------------------------------------------
BRCA0004-004 11/01/2017

IMPERIAL

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<tbody>
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<td>BRICKLAYER; MARBLE SETTER .............$ 47.36</td>
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* BRCA0004-009 05/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

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<th>Rates</th>
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<tbody>
<tr>
<td>BRICKLAYER; MARBLE SETTER .............$ 40.34</td>
<td>15.10</td>
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*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate
<table>
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<th>Location</th>
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<td><strong>BRCA0018-001 07/01/2017</strong></td>
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<tr>
<td>Marble Finisher</td>
<td>$ 30.93</td>
<td>12.95</td>
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<tr>
<td>Tile Finisher</td>
<td>$ 25.98</td>
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<td><strong>BRCA0018-002 07/01/2017</strong></td>
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<tr>
<td>San Luis Obispo and Santa Barbara</td>
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<tr>
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<td>$ 37.76</td>
<td>16.37</td>
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<td><strong>BRCA0018-003 07/01/2017</strong></td>
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<tr>
<td>Imperial, Los Angeles, Orange, Riverside, San Bernardino &amp; Ventura</td>
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<td></td>
<td></td>
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<tr>
<td>Tile Layer</td>
<td>$ 37.76</td>
<td>16.37</td>
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<td><strong>BRCA0018-010 09/01/2017</strong></td>
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<tr>
<td>Terrazzo Finisher</td>
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<tr>
<td>Terrazzo Worker/Setter</td>
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<tr>
<td>Drywall</td>
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</tr>
<tr>
<td>(1) Work on Wood-Framed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family Homes, and</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Wood-Framed Apartment
Buildings up to and including 4 Stories

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Drywall Installer/Lather...</td>
<td>$22.10</td>
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</tr>
<tr>
<td>Stocker/Scrapper...........</td>
<td>$10.00</td>
<td>6.67</td>
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(2) All other Work

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<thead>
<tr>
<th></th>
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<tr>
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<td>19.17</td>
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<tr>
<td>Stocker/Scrapper...........</td>
<td>$10.00</td>
<td>6.67</td>
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Work on wood frame single family homes and apartments up to and including 4 stories:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
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<tbody>
<tr>
<td>CARPENTER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cabinet installer...........</td>
<td>$41.84</td>
<td>17.48</td>
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<tr>
<td>Fence builder................</td>
<td>$31.63</td>
<td>16.73</td>
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<tr>
<td>Framer &amp; finish carpenter...</td>
<td>$42.54</td>
<td>17.48</td>
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<tr>
<td>Insulation installer........</td>
<td>$41.84</td>
<td>17.48</td>
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<tr>
<td>Roof loader of shingles.....</td>
<td>$16.32</td>
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<tr>
<td>Shingler.....................</td>
<td>$28.70</td>
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Subterranean garage
concrete construction and carpenters performing on grade slab concrete construction............$ 28.18 11.58

Modular Furniture Installer......$ 19.00 7.41

LOS ANGELES

Rates Fringes

Modular Furniture Installer......$ 19.00 7.41
ELECTRICIAN (does not include
fire alarm, hold-up alarm,
burglar alarm and
surveillance systems)............$ 20.20              9.70

ELEC0011-006 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>Communications System</td>
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<tr>
<td>Installer.................$ 36.07</td>
<td>3%+14.43</td>
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<tr>
<td>Technician.................$ 33.30</td>
<td>3%+27.82</td>
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SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

* ELEC0413-002 01/01/2019

SANTA BARBARA COUNTY
Rates  Fringes

Electricians..................$ 31.50  3%+3.00

WORK AT VANDENBERG AFB:  $3.75 additional per hour.
----------------------------------------------------------------
ELEC0413-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

Rates  Fringes

Communications System
  Installer...............$ 35.12  3%+12.71

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.
----------------------------------------------------------------
ELEC0440-002 01/01/2018
RIVERSIDE

Rates          Fringes

ELECTRICIAN......................$ 39.77            23.24
----------------------------------------------------------------
ELEC0440-005 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

Rates          Fringes

Communications System
Installer...................$ 33.09            15.89
Technician..................$ 33.09            15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

----------------------------------------------------------------
ELEC0441-002 02/25/2019

ORANGE
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<td>COMMUNICATIONS AND SYSTEMS WORK</td>
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</table>
SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

---------------------------------------------
ELEC0952-002 12/31/2018

VENTURA

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<tr>
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<td>CABLE SPLICER</td>
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<tr>
<td>All work within 32 road miles or less from the nearest base point</td>
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<td>ELECTRICIAN</td>
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<tr>
<td>All work within 32 road miles or less from the nearest base point</td>
<td>$39.08</td>
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ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add $5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

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SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

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Fire alarm work shall be performed at the current inside electrician total cost package.
<table>
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<tr>
<th>City</th>
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<tr>
<td>SAN LUIS OBISPO</td>
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<td>PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.</td>
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<table>
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<th>City</th>
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<th>Fringes</th>
<th>FOOTNOTE:</th>
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<tr>
<td>IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA</td>
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<td>PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.</td>
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<td>OPERATOR: Power Equipment (Cranes, Piledriving &amp; Hoisting)</td>
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<tr>
<td>GROUP</td>
<td>Rate</td>
<td>Premium Pay</td>
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OPERATOR: Power Equipment

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PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge
operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)
GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeperator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30’ maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).
GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld
150 bucket or similar types - Watson 1500, 2000 2500 auger
or similar types - Texoma 700, 800 auger or similar types -
drilling depth of 60’ maximum); Elevating grader operator;
Grade checker; Gradall operator; Grouting machine operator;
Heavy-duty repairman; Heavy equipment robotics operator;
Kalamazoo balliste regulator or similar type; Kolman belt
loader and similar type; Le Tourneau blob compactor or
similar type; Loader operator (Athey, Euclid, Sierra and
similar types); Mobark Chipper or similar; Ozzie paddor or
similar types; P.C. slot saw; Pneumatic concrete placing
machine operator (Hackley-Presswell or similar type);
Pumpcrete gun operator; Rock Drill or similar types; Rotary
drill operator (excluding caisson type); Rubber-tired
earth-moving equipment operator (single engine,
caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. up to and including 50 cu.
yds. struck); Rubber-tired earth-moving equipment operator
(multiple engine up to and including 25 yds. struck);
Rubber-tired scraper operator (self-loading paddle wheel
type-John Deere, 1040 and similar single unit); Self-
propelled curb and gutter machine operator; Shuttle buggy;
Skiploader operator (crawler and wheel type over 1-1/2 yds.
up to and including 6-1/2 yds.); Soil remediation plant
operator; Surface heaters and planer operator; Tractor
compressor drill combination operator; Tractor operator
(any type larger than D-5 - 100 flywheel h.p. and over, or
similar-bulldozer, tamper, scraper and push tractor single
engine); Tractor operator (boom attachments), Traveling
pipe wrapping, cleaning and bending machine operator;
Trenching machine operator (over 6 ft. depth capacity,
manufacturer's rating); trenching Machine with Road Miner
attachment (over 6 ft depth capacity): Ultra high pressure
waterjet cutting tool system mechanic; Water pull
(compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types
(Calweld 200 B bucket or similar types-Watson 3000 or 5000
auger or similar types-Texoma 900 auger or similar
types-drilling depth of 105’ maximum); Dual drum mixer,
dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)
GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired
earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

-------------------------------------------------------------------
REMAINING COUNTIES

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**PREMIUM PAY:**

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00220-003 07/01/2018

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

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**LABORER CLASSIFICATIONS**

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scale; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt
installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson blower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam
in connection with laborers’ work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

--------------------------------------------------------------------------------

LABO0220-006 07/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

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<tr>
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LABO0300-002 07/01/2018

LOS ANGELES COUNTY

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Residential, 4 Stories

LOS ANGELES COUNTY

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<tr>
<th>Rates</th>
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<tr>
<td>$37.24</td>
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LABORER CLASSIFICATIONS

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GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement);
Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled
GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00300-006 01/01/2018

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SCOPE OF WORK: Includes site mobilization, initial site
cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LABO0300-007 07/01/2018

Residential, 3 Stories and under

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Laborers

(1) Cleanup, Fencing
(Chain Link or Wood),

Landscaping.................$ 32.76          15.82

(2) All Other Work...........$ 33.76          15.82

LABO0585-002 07/01/2018

Residential, 4 Stories

VENTURA COUNTY

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LABORER

GROUP 1......................$ 34.24          19.07
GROUP 2......................$ 34.79          19.07
GROUP 3......................$ 35.34          19.07
GROUP 4......................$ 36.89          19.07
GROUP 5......................$ 37.24          19.07

LABORER CLASSIFICATIONS

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GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0585-004 07/01/2018

VENTURA COUNTY

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LABO0652-002 07/01/2018

Residential, 4 Stories

ORANGE COUNTY

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LABORER CLASSIFICATIONS

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Demolition laborer, the cleaning of brick if performed by a
worker performing any other phase of demolition work, and
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water pipeline laborer; Laborer, asphalt-rubber material
loader; Laborer, general or construction; Laborer, general
clean-up; Laborer, landscaping; Laborer, jetting; Laborer,
temporary water and air lines; Material hose operator
(walls, slabs, floors and decks); Plugging, filling of shee
bolt holes; Dry packing of concrete and patching; post hole
digger (manual); Railroad maintenance, repair track person
and road beds; Streetcar and railroad construction track
laborers; Rigging andsignaling; Scaler; Slip form raiser;
Slurry seal crew (mixer operator, applicator operator,
squeegee person, shuttle person, top person), filling of
cracks by any method on any surface; Tar and mortar; Tool
crib or tool house laborer; Traffic control by any method;
Window cleaner; Wire mesh pulling - all concrete pouring
operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper
(on 1 yd. or larger mixer and handling bulk cement);
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trucks, such as walls, slabs, decks, floors, foundation,
footings, curb, gutters and sidewalks; Concrete curer,
impervious membrane and form oiler; Cutting torch operator
(demolition); Fine grader, highways and street paving,
airport, runways and similar type heavy construction; Gas,
oil and/or water pipeline wrapper - pot tender and form
person; Guinea chaser; Headerboard person - asphalt
installation of all asphalt overlay fabric and materials
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and pans; Membrane vapor barrier installer; Power broom
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tender); Septic tank digger and installer (lead); Tank
scaler and cleaner; Tree climber, faller, chain saw
operator, Pittsburgh chipper and similar type brush
shredder; Underground laborer, including caisson beller
GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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LABO0652-004 07/01/2018

ORANGE COUNTY

Rates Fringes

Brick Tender.................$ 32.26 18.40

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LABO0783-003 07/01/2018

Residential, 4 Stories

SAN BERNARDINO COUNTY

Rates Fringes

LABORER

   GROUP 1...................$ 34.24 19.07
   GROUP 2...................$ 34.79 19.07
   GROUP 3...................$ 35.34 19.07
   GROUP 4...................$ 36.89 19.07
   GROUP 5...................$ 37.24 19.07
   GROUP.....................$ 35.84 18.24

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temporary water and air lines; Material hose operator
(walls, slabs, floors and decks); Plugging, filling of shee
bolt holes; Dry packing of concrete and patching; post hole
digger (manual); Railroad maintenance, repair track person
and road beds; Streetcar and railroad construction track
laborers; Rigging and signaling; Scaler; Slip form raiser;
Slurry seal crew (mixer operator, applicator operator,
squeegee person, shuttle person, top person), filling of
cracks by any method on any surface; Tar and mortar; Tool
crib or tool house laborer; Traffic control by any method;
Window cleaner; Wire mesh pulling - all concrete pouring
operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper
(on 1 yd. or larger mixer and handling bulk cement);
Cesspool digger and installer; Chucktender; Chute handler,
pouring concrete, the handling of the chute from readymix
trucks, such as walls, slabs, decks, floors, foundation,
footings, curb, gutters and sidewalks; Concrete curer,
impervious membrane and form oiler; Cutting torch operator
(demolition); Fine grader, highways and street paving,
airport, runways and similar type heavy construction; Gas,
oil and/or water pipeline wrapper - pot tender and form
person; Guinea chaser; Headerboard person - asphalt
installation of all asphalt overlay fabric and materials
used for reinforcing asphalt; Laborer, packing rod steel
and pans; Membrane vapor barrier installer; Power broom
sweeper (small); Riprap stonepaver, placing stone or wet
sacked concrete; Roto scraper and tiller; Sandblaster (pot
tender); Septic tank digger and installer (lead); Tank
scaler and cleaner; Tree climber, faller, chain saw
operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the
conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP S: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Drillier: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

---------------------------------------------

LAB00783-006 07/01/2018

SAN BERNARDINO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Tender.....................$ 32.26</td>
<td>18.40</td>
</tr>
</tbody>
</table>

---------------------------------------------

LAB01184-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (HORIZONTAL DIRECTIONAL DRILLING)</td>
<td></td>
</tr>
<tr>
<td>(1) Drilling Crew Laborer...$ 35.70</td>
<td>14.03</td>
</tr>
<tr>
<td>(2) Vehicle Operator/Hauler.$ 35.87</td>
<td>14.03</td>
</tr>
<tr>
<td>(3) Horizontal Directional Drill Operator..............$ 37.72</td>
<td>14.03</td>
</tr>
<tr>
<td>(4) Electronic Tracking Locator.....................$ 39.72</td>
<td>14.03</td>
</tr>
<tr>
<td>Laborers: (STRIPING/SLURRY SEAL)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.....................$ 35.86</td>
<td>16.21</td>
</tr>
</tbody>
</table>
GROUP 2.....................$ 37.16            16.21
GROUP 3.....................$ 39.17            16.21
GROUP 4.....................$ 40.91            16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

----------------------------------------------------------------

LAB01184-003 07/01/2018

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1...$ 34.24</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 2...$ 34.79</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 3...$ 35.34</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 4...$ 36.89</td>
<td>19.07</td>
</tr>
<tr>
<td>GROUP 5...$ 37.24</td>
<td>19.07</td>
</tr>
</tbody>
</table>

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, pile and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix
trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellerower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker,
lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

----------------------------------------------------------------

LAB01184-005 07/01/2018

IMPERIAL AND RIVERSIDE COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Tender..........</td>
<td>$32.26</td>
<td>18.40</td>
</tr>
</tbody>
</table>

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LAB01414-002 08/08/2018
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborers: (1 to 3 Stories)</td>
<td></td>
</tr>
<tr>
<td>Plaster Clean-Up Laborer....$ 33.82</td>
<td>19.40</td>
</tr>
<tr>
<td>Plaster Tender..............$ 36.37</td>
<td>19.40</td>
</tr>
<tr>
<td>Laborers: (4 Stories)</td>
<td></td>
</tr>
<tr>
<td>Plaster Clean-up Laborer....$ 33.82</td>
<td>19.40</td>
</tr>
<tr>
<td>Plaster Tender..............$ 36.37</td>
<td>19.40</td>
</tr>
</tbody>
</table>

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:

- Coronado Naval Amphibious Base, Fort Irwin, George AFB,
- Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps
- Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station,
- Vandenberg AFB.

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<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER (including lead abatement)</td>
<td></td>
</tr>
<tr>
<td>Imperial, Los Angeles, Orange, Riverside &amp; San Bernardino</td>
<td></td>
</tr>
<tr>
<td>(1) Repaint..............$ 27.59</td>
<td>14.92</td>
</tr>
<tr>
<td>(2) All other work........$ 31.12</td>
<td>15.04</td>
</tr>
<tr>
<td>(3) Journeyman &amp; Industrial..............$ 32.02</td>
<td>12.93</td>
</tr>
<tr>
<td>San Luis Obisco, Santa Barbara &amp; Ventura</td>
<td></td>
</tr>
<tr>
<td>(1) Repaint..............$ 24.40</td>
<td>14.82</td>
</tr>
<tr>
<td>(2) All other work........$ 29.04</td>
<td>14.98</td>
</tr>
<tr>
<td>(3) Journeyman &amp; Industrial..............$ 32.52</td>
<td>15.44</td>
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</table>

--------------------------------------------------------------------------------------------------------------
IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRYWALL FINISHER/TAPER...........</td>
<td>$ 24.02</td>
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</table>

IMPERIAL

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER.................</td>
<td>$ 43.55</td>
</tr>
</tbody>
</table>

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER.................</td>
<td>$ 42.20</td>
</tr>
</tbody>
</table>

FOOTNOTE: Additional $1.25 per hour for work in a condo, from the third (3rd) floor and up. Additional $1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up.

SOFT FLOOR LAYER.................$ 31.02 | 14.37 |
<table>
<thead>
<tr>
<th>Document ID</th>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAIN0169-007</td>
<td>01/01/2018</td>
<td>SAN LUIS OBISPO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GLAZIER</td>
</tr>
<tr>
<td>PAIN1247-003</td>
<td>01/01/2019</td>
<td>LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SOFT FLOOR LAYER</td>
</tr>
<tr>
<td>PLAS0200-002</td>
<td>08/02/2017</td>
<td>IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PLASTERER</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 - 3 stories</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4-stories</td>
</tr>
<tr>
<td>PLAS0500-003</td>
<td>07/01/2018</td>
<td>CEMENT MASON/CONCRETE FINISHER</td>
</tr>
<tr>
<td>PLUM0016-011</td>
<td>09/01/2018</td>
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PLUMBER/PIPEFITTER

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<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Residential</td>
<td>$40.23</td>
<td>18.08</td>
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PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>Refrigeration Fitter</td>
<td>$45.50</td>
<td>21.65</td>
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REFRIGERATION MECHANIC

ROOF0036-001 08/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roofer</td>
<td>$38.12</td>
<td>16.97</td>
</tr>
</tbody>
</table>

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

ROOF0045-003 07/01/2018

IMPERIAL

<table>
<thead>
<tr>
<th></th>
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</tr>
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<tbody>
<tr>
<td>Roofer</td>
<td>$31.00</td>
<td>8.62</td>
</tr>
</tbody>
</table>

SFCA0669-005 04/01/2018

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include
the city of Pomona, Catalina Island, and that part of Los
Angeles County within 25 miles of the city limits of Los
Angeles); ORANGE COUNTY (does not include Catalina Island; San
Clemente Island; City of Santa Ana; and remainder of Orange
County within 25 miles of the city limits of Los Angeles);
RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include
the northern part of City of Chino, or the cities of Montclair
and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA
(counties)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER</td>
<td></td>
</tr>
<tr>
<td>Area 1.................$ 38.28</td>
<td>15.84</td>
</tr>
<tr>
<td>Area 2.................$ 38.85</td>
<td>21.87</td>
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</tbody>
</table>

SFCA0709-002 01/01/2018

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and
that part of Los Angeles County within 25 miles of the city
limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the
city of Santa Ana, and that part of Orange County within 25
miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY
(the northern part of the city of Chino, and the cities of
Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port
Mugu, the city of Santa Paula, and that part of Ventura County
within 25 miles of the city limits of Los Angeles)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER...............$ 42.26</td>
<td>25.92</td>
</tr>
</tbody>
</table>

SHEE0105-001 07/01/2018

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn
between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
<td></td>
</tr>
<tr>
<td>AREA 1......................$ 26.57</td>
<td>10.42</td>
</tr>
<tr>
<td>AREA 2......................$ 29.54</td>
<td>19.09</td>
</tr>
</tbody>
</table>

SHEE0206-003 07/01/2017

IMPERIAL

<table>
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<th>Rates</th>
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<tbody>
<tr>
<td>Sheet Metal (TECHNICIAN).......$ 27.70</td>
<td>8.43</td>
</tr>
<tr>
<td>SHEET METAL WORKER.............$ 36.88</td>
<td>26.52</td>
</tr>
</tbody>
</table>

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system  
b. New single family residential buildings including tracts.  
c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.  
d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000  
e. TENANT IMPROVEMENT WORK: Any work necessary to finish
interior spaces to conform to the occupants of commercial
buildings, after completion of the building shell

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SHEE0273-001 08/01/2018

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER............</td>
<td>$ 43.88</td>
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</tbody>
</table>


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TEAM0011-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>

Truck drivers:

GROUP 1.............. | $ 30.59 | 28.59 |
GROUP 2.............. | $ 30.74 | 28.59 |
GROUP 3.............. | $ 30.87 | 28.59 |
GROUP 4.............. | $ 31.06 | 28.59 |
GROUP 5.............. | $ 31.09 | 28.59 |
GROUP 6.............. | $ 31.12 | 28.59 |
GROUP 7.............. | $ 31.37 | 28.59 |
GROUP 8.............. | $ 31.62 | 28.59 |
GROUP 9.............. | $ 31.82 | 28.59 |
GROUP 10............ | $ 31.12 | 28.59 |
GROUP 11............ | $ 32.62 | 28.59 |
GROUP 12............ | $ 33.05 | 28.59 |

WORK ON ALL MILITARY BASES - $3.00 PER HOUR ADDITIONAL:
[29 Palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point 166]
TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment
GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey completion
date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a
new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate
that no single majority rate prevailed for those
classifications; however, 100% of the data reported for the
classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of
each year, to reflect a weighted average of the current
negotiated/CBA rate of the union locals from which the rate is
based.

---------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on
  a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Construction Contract for Exterior Painting and Stucco Repair Services at the Barstow Affordable Housing Community

RECOMMENDATION(S)
1. Award a construction contract, effective January 14, 2020, to U. S National Corp. for exterior painting and stucco repair services at the Barstow Affordable Housing communities located in the city of Barstow in an amount not to exceed $348,700.
2. Authorize and direct the Executive Director to execute and deliver the contract to U. S National Corp., and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.
HACSB residents live in safe and desirable homes and communities.
Operate in a fiscally sound manner and protect the long term viability of HACSB’s housing assets.

FINANCIAL IMPACT
This item is not expected to exceed $348,700 of which will be funded through the Housing Authority of the County of San Bernardino’s (HACSB) reserve account that has been established for this property’s Rental Assistance Demonstration (RAD) conversion process.

BACKGROUND INFORMATION
HACSB has actively pursued the United States Department of Housing and Urban Development’s (HUD) RAD program in order to convert its Public Housing units to Project-Based Housing Choice Voucher (HCV) units. This allows for the stabilization of revenue to these communities as traditionally HCV funding has been less prone to cuts than the Public Housing program. HACSB has converted over 1,000 units under the RAD program since 2013 and the Barstow Affordable Housing community is one of the most recent RAD conversions, consisting of 217 units. This contract is for building envelope work pertaining to 103 units.

One requirement of a property’s RAD conversion is to conduct a Physical Condition Assessment (PCA) of the converting properties to determine what capital improvements are required at each property. Completing the work identified in the PCA is a condition that must be met for the RAD conversion. The capital improvement work that has been identified in the PCA includes the painting of all buildings on this property including stucco repair as needed. This work will address minor building envelope damage as needed and improve the curb appeal for the property. HACSB has communicated to the contractor that they must work with staff to minimize any inconvenience to residents.
PROCUREMENT
On May 24, 2019, HACSB issued an Invitation for Bid (IFB) PC1125 for Exterior Painting and Stucco Barstow R.A.D Rehab which resulted in the receipt of seven proposals. Outreach efforts included, email invitations to contractor’s, posting on the agency website, and 250 vendor notifications through the agency’s electronic bidding software Planetbids. The proposals were evaluated per the requirements of the IFB in which U. S National Corp. was reasonably priced, considered responsive, and determined qualified to provide this service to HACSB. Although D and T Painting was the lowest bidder, the vendor does not have a Contractors State License Board (CSLB) license to perform the work.

<table>
<thead>
<tr>
<th>Contractors Name</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>D and T Painting</td>
<td>Manteca, CA</td>
<td>$348,320</td>
</tr>
<tr>
<td>U. S National Corp.</td>
<td>Pacoima, CA</td>
<td>$348,700</td>
</tr>
<tr>
<td>Pacific Contractors</td>
<td>Montrose, CA</td>
<td>$424,348</td>
</tr>
<tr>
<td>AJ Fistest</td>
<td>Long Beach, CA</td>
<td>$460,478</td>
</tr>
<tr>
<td>Stolie Painting</td>
<td>Santa Clarita, CA</td>
<td>$572,725</td>
</tr>
<tr>
<td>Polychrome</td>
<td>North Ridge, CA</td>
<td>$604,512</td>
</tr>
<tr>
<td>Fix Painting</td>
<td>Woodland Hills, CA</td>
<td>$779,920</td>
</tr>
</tbody>
</table>

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends approval to contract for exterior painting and stucco services and with U. S National Corp. and delegation to the Executive Director the authority to execute the contract and approve non-financial revisions to the contract. Under the proposed revisions to the Procurement Policy that is also on today’s Housing Commission (Board) agenda the Executive Director is authorized to approve change orders on Board approved contracts up to a cumulative total of ten percent of the Board approved amount, not to exceed $250,000.

REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 19, 2019
CONTRACT FOR CONSTRUCTION
(FOR CONSTRUCTION CONTRACTS GREATER THAN $150,000)

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 14th day of January, 2020 by and between U.S National Corp. ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

WHEREAS, HACSB is a public entity in San Bernardino County, State of California, committed to provide affordable and safe public housing for low and moderate income families; and

WHEREAS, Contractor has offered to provide certain services to HACSB, and HACSB wishes to retain Contractor for the provision of such services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree as follows:

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Work"), which Work shall be performed in compliance with the plans and specifications described in the I.F.B PC1125, incorporated herein by reference. The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 180 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall be $348,700.00. This amount is full consideration for this Agreement as written.

ARTICLE 4. Payment. Unless otherwise specified, Payment shall be made in accordance with and in the manner specified in the General Conditions.

ARTICLE 5. Contract Documents. This Agreement incorporates by reference all of the following documents (the “Contract Documents”):

1. Scope of work attached hereto as Exhibit “A” and incorporated herein by reference.
2. General Conditions (form HUD 5370), attached hereto as Exhibit “B” and incorporated herein by reference.
3. Additional General Provisions, attached hereto as Exhibit “C” and incorporated herein by reference ("Additional Provisions").
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit “D” and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit “E” and incorporated herein by reference.
ARTICLE 6. Best Efforts. Contractor shall perform its duties on premises approved by HACSB, during HACSB’S regular work days and normal work hours and warrants that it shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the services performed by Contractor and may in its reasonable business discretion, reject such services in writing.

ARTICLE 7. No Conflicts. HACSB acknowledges that Contractor has other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude Contractor from devoting time and attention to such business and personal interests. HACSB further acknowledges that Contractor has the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the Work or the obligations of Contractor to HACSB pursuant to this Agreement. In connection with Contractor’s performance of the Work hereunder, Contractor represents that there exists no actual, potential or appearance of conflict arising out of Contractor’s business and financial interests.

ARTICLE 8. Limit of Engagement. This Agreement does not and shall not be construed to create any partnership or agency whatsoever beyond the purposes set forth in Article 1 hereof. Contractor shall not be deemed to be a partner, joint venturer, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility, on behalf of HACSB or corporations affiliated with HACSB, other than as expressly herein provided.

ARTICLE 9. Responsibilities of HACSB. If information, data, or documentation necessary to facilitate Contractor’s performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. Should Contractor determine that a delay in its performance has occurred, which is solely attributable to a failure of HACSB, Contractor will promptly notify HACSB in writing.

ARTICLE 10. Change Orders. HACSB shall have the right, from time to time, to make changes to the Work by change order as set forth in the Contract Documents.

ARTICLE 11. Return of HACSB Property. All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor’s notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB’s prior written authorization.

ARTICLE 12. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, “Confidential Information” of HACSB means any nonpublic, proprietary information or technology
used in HACSB’s business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB’s Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

ARTICLE 13. Performance Bond. Contractor certifies that prior to its commencement of Work it shall provide to HACSB a written, fully executed Performance Bond, in substantially the form attached hereto as Exhibit “E”, and incorporated herein by reference.

ARTICLE 14. Indemnity; Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys’ fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB.

ARTICLE 15. Compliance with Contract Documents. Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control.


a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor’s performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

b. Contractor’s warranty in no way supersedes any manufacturer’s warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers’ warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer’s warranty.

c. In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.
ARTICLE 17. Superintendence by Contractor. Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.

ARTICLE 18. Accident Prevention. Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

ARTICLE 19. Removal of Debris, Cleaning. Contractor shall, daily or as directed during the progress of the Work on the Project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.

ARTICLE 20. Designation of Subcontractors.
   a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor’s total bid, and (b) the portion of the Work which will be done by each subcontractor.

   b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor’s total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

   c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor’s total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

   d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor’s total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

ARTICLE 21. Stipulation of Lien. Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form
attached hereto as Exhibit “F”, and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder’s Office of San Bernardino County, California.

ARTICLE 22. Assignment. Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB.

ARTICLE 23. Rights and Remedies of HACSB for Default.

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor’s expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.

b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.

c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 24. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-A Section 34 page 12). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor’s obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 25. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested.
All notices sent pursuant to this Agreement shall be addressed as follows:

If to HACSB:
Angie Lardipide, Procurement & Contracts
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
alardipide@hacsb.com

If to Contractor:
Fred Jimenez, President
U.S National Corp
10205 San Fernando
Pacoima, CA 91331
Fredj@usnationalcorp.com

Notices will be deemed effective upon receipt or rejection only.

ARTICLE 26. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 27. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 28. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 29. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 30. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

ARTICLE 31. Licensed Contractor. Contractor represents and warrants that it is a licensed contractor in good standing with the California Contractors State License Board.

[END – SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date. January 14, 2020 (PC1125 Exterior Painting and Stucco Barstow R.A.D. Rehab)

Date: __________________________

U.S National Corp

By: ____________________________ (Affix seal if a corporation)
Name: __________________________
Its: ____________________________

CERTIFICATE OF CORPORATE AUTHORITY

I, ____________________________, certify that I am the___________________________ of the corporation named as Contractor herein; that ____________________________ who signed this Agreement on behalf of Contractor, was then___________________________ of said corporation; that said Contract was duly signed for and in behalf of said corporation and its governing body and is within the scope of its corporate powers.

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ____________________________

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: ____________________________
Name: Maria Razo
Its: Executive Director
Date: ____________________________
Exhibit “A”
Scope Of Work
(ALL DOCUMENTS INCLUDED IN THE ORIGINAL PROCUREMENT REQUEST FOR THESE SERVICES ARE INCORPORATED BY REFERENCE.)

1.1 SCOPE OF WORK
Contractor shall supply materials, labor and equipment necessary to paint all exterior surfaces of all buildings, structures, exterior doors, fences (masonry and metal), railings, metal work, signs, mailboxes, landscape lighting (pole lights), structural metal, sheet metal, roofing flashing, and other accessories throughout the complex. All exterior doors and frames must be painted. Contractor will remove and dispose of existing screw-on weather-stripping on entry door frames prior to prep and patching work. Contractor must supply and install new weather-stripping after paint has cured at least 7 days.

For detailed scope of work and materials specifications, see Exterior Paint Specifications at EXHIBIT “A” in the original IFB.

For complete building listing with addresses, see Painting Task List at EXHIBIT “B” in the original IFB.

Painting Task List (with photos) is also available online here: https://app.smartsheet.com/b/publish?EQBCT=ed6f35da6cba41a89f92fe404b75dbb1

For architectural details, see Re-Pipe Plans at EXHIBIT “C” in the original IFB.

1.1.1 SITE LOCATIONS
This project includes work at 3 separate locations within the city of Barstow.

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Bighorn Site - #481172</th>
<th>Deseret Site - #481173</th>
<th>Yosemite Site - #481174</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address</td>
<td>921 Bighorn Drive</td>
<td>1050 Deseret Avenue</td>
<td>1929 Yosemite</td>
</tr>
<tr>
<td>Barstow, CA 92311</td>
<td>Barstow, CA 92311</td>
<td>Barstow, CA 92311</td>
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</tr>
<tr>
<td>Construction Date</td>
<td>1972</td>
<td>1983</td>
<td>1972</td>
</tr>
<tr>
<td>Building Count</td>
<td>59 Buildings, 70 Units</td>
<td>4 Buildings, 15 Units</td>
<td>9 Buildings, 18 Units</td>
</tr>
<tr>
<td>Streets at same location</td>
<td>Bighorn Court, Bighorn Drive, Lassen Court, Lassen Drive, Monterey, Muriel, Rimrock, Zion</td>
<td>Deseret Only</td>
<td>Rimrock, Yosemite</td>
</tr>
</tbody>
</table>

The table below shows the project locations, building information and work to be performed by other trades prior to the painting work:

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Building Count</th>
<th>Unit Type</th>
<th>Work by Other Trades (N.I.C.)</th>
<th>Painting Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deseret Site</td>
<td></td>
<td>Block walls</td>
<td>None</td>
<td>Pressure wash, Prep, Paint</td>
</tr>
<tr>
<td>Site</td>
<td>Unit</td>
<td>Description</td>
<td>Work Details</td>
<td>Paint Details</td>
</tr>
<tr>
<td>--------------</td>
<td>------</td>
<td>--------------------------------------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>Deseret Site</td>
<td>3</td>
<td>2 Story Building</td>
<td>Roofing, Fascia &amp; Gutters</td>
<td>Wood Fence Repairs, Complete Exterior Paint</td>
</tr>
<tr>
<td>Deseret Site</td>
<td>1</td>
<td>Laundry</td>
<td>Roofing</td>
<td>Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>1</td>
<td>Community Room 921 Bighorn</td>
<td>Locate Service Line, Replace Main Shut-Off, Concrete Replacement</td>
<td>Fascia Repairs, Remove &amp; re-install metal window screens, Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td></td>
<td>Block Walls at units and perimeter of complex.</td>
<td>Crack Repairs, CMU repairs, new block walls.</td>
<td>Pressure wash, Prep, paint.</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>3</td>
<td>1 &amp; 2 Bedroom (ADA)</td>
<td>Metal Framing, new Trim at existing pipes.</td>
<td>Fascia, Siding &amp; Trim Repairs as needed. Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>14</td>
<td>3 Bedroom</td>
<td>Metal Framing, Re-Pipe, new Siding &amp; Trim</td>
<td>Fascia, Stucco Repairs, Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>10</td>
<td>3 Bedroom Townhome (2 Story)</td>
<td>Metal Framing, Re-Pipe, new Siding &amp; Trim</td>
<td>Fascia, Stucco Repairs, Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>20</td>
<td>4 Bedroom</td>
<td>Metal Framing, Re-Pipe, new Siding &amp; Trim</td>
<td>Fascia, Stucco Repairs, Complete Exterior Paint</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>11</td>
<td>5 Bedroom</td>
<td>Metal Framing, Re-Pipe, new Siding &amp; Trim</td>
<td>Fascia, Stucco Repairs, Complete Exterior Paint</td>
</tr>
<tr>
<td>Yosemite Site</td>
<td></td>
<td>Block Walls at units and perimeter of complex.</td>
<td>Crack Repairs, CMU repairs, new block walls.</td>
<td>Pressure wash, Prep, paint.</td>
</tr>
<tr>
<td>Yosemite Site</td>
<td>6</td>
<td>2 Bedroom</td>
<td>Metal Framing, Re-Pipe, new Siding &amp; Trim</td>
<td>Fascia, Stucco Repairs, Complete Exterior Paint</td>
</tr>
</tbody>
</table>
1.2 MAIN OBJECTIVES
This project has 2 main objectives:

1.2.1 INCREASED RESIDENT SAFETY AND COMFORT.
Current pipes at the Bighorn & Yosemite sites are copper, installed in the 1970’s. After 20 years, the system started developing pinhole leaks. An epoxy liner was applied to the interior of the plumbing systems to prevent leaks. This worked initially. After another 30 years, the epoxy/copper bond had been weakened by expansion & contraction from severe temperature extremes. When the epoxy suffers a structural failure, particles become suspended in the water flow, causing turbidity and build up at joints. This gradually reduces water flow, but inevitably results in complete blockage of the pipe. The re-pipe project (PC1103) will contribute to a safe environment for the residents and their families by providing abundant, clean, temperate water. This painting project (PC1125) will enhance the curb appeal of the exteriors and protect the new installation from the weather and elements.

1.2.2 REDUCTION IN MAINTENANCE COSTS AND RECURRING WORK.
Replacement of the water supply lines will eliminate service calls for leaks and low water flow problems. The estimated service life of the replacement system is 40-50 years and we expect a significant reduction in current and future maintenance costs. We also expect a significant reduction in exterior paint touch ups and recurring maintenance for the initial 5 year period after the re-painting.

2 TASKS
Contractor shall supply materials, labor and equipment necessary to paint all exterior surfaces of all buildings, structures, exterior doors, fences (masonry and metal), railings, metal work, signs, mailboxes, landscape lighting (pole lights), structural metal, sheet metal, roofing flashing, and other accessories throughout the complex. All exterior doors and frames must be painted. Contractor will remove and dispose of existing screw-on weather-stripping on entry door frames prior to prep and patching work. Contractor will supply and install new screw-on weather-stripping after paint has cured at least 7 days.

Specific task details for the ENTIRE PROJECT are listed below, not necessarily in the order of construction activity. Note that some tasks are not in the painting contract, but are shown here to reflect the basic sequence of the entire project.
2.1 INSTALL METAL FRAMING - N.I.C. (NOT IN CONTRACT)

2.2 REPLACE INTERIOR DOMESTIC PLUMBING SYSTEM - N.I.C.

2.3 INSTALL FIBER CEMENT SIDING - N.I.C.

2.4 INSTALL FIBER CEMENT TRIM BOARDS - N.I.C.

2.5 INTERIOR DRYWALL REPAIR - N.I.C.

2.6 EXTERIOR STUCCO REPAIR
Stucco repairs necessary for the re-pipe operations shall be performed by the plumbing contractor. All stucco repairs shall receive one coat of exterior latex primer by the plumbing contractor. All other stucco repairs NOT related to the re-pipe operations shall be the responsibility of the painting contractor. If the area is to be patched, the stucco texture and repairs shall be “corner to corner”. Painting Contractor will match existing texture, prime the repaired area with one coat of exterior latex primer & 2 coats of exterior paint. *Note: there is significant stucco damage around the evaporative cooler locations due to water leaks and effluence.*

2.7 FASCIA REPLACEMENT
Contractor shall supply materials, labor and equipment necessary to replace damaged fascia as needed. *Moisture content at time of delivery 12-14%.* Contractor shall schedule deliveries and storage to allow sufficient time for lumber to acclimate to local conditions.

Minimum replacement length shall be 8 feet end to end. Minimum existing fascia length shall be 8 feet. If repairs to fascia will leave less than an 8 ft. section of existing fascia, the replacement length must be adjusted so that both the new and existing boards are a minimum of 8 ft. All joints to be made at rafter tails. If rafter tails are damaged, contractor shall sister a new tail to the existing so that the joint is over sound wood. All Joints to be mitered. All edges of board, including cuts, shall be back primed before installation.

Estimated quantity for bidding purposes is 32 linear feet per building. This will be shown on the Bid Price Sheet, and will be tracked for invoicing purposes. Adjustments (up or down) will be made at time of invoice submission.

2.8 SIDING REPLACEMENT
Contractor shall supply materials, labor and equipment necessary to replace damaged siding as needed. Damaged siding will be identified at the job walk, and a quantity will be established for bidding purposes. This will be shown on the Bid Price Sheet, and will be tracked for invoicing purposes. Adjustments (up or down) will be made at time of invoice submission.

2.9 EXTERIOR TRIM REPLACEMENT
Contractor shall supply materials, labor and equipment necessary to replace damaged exterior trim boards as needed. Damaged trim will be identified at the job walk, and a quantity will be established for bidding purposes. This will be shown on the Bid Price Sheet, and will be tracked for invoicing purposes. Adjustments (up or down) will be made at time of invoice submission.
2.10 REMOVE WEATHER-STRIPPING
Contractor will remove and dispose of existing screw-on weather-stripping on entry door frames prior to prep and patching work.

2.11 PAINT PREPARATION
For detailed scope of work and materials specifications, see Exterior Paint Specifications at EXHIBIT “A”

Contractor will not use the following methods to remove paint that is, or may be, lead-based paint: open flame or burning torch; machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control; abrasive blasting or sandblasting without HEPA local exhaust control; heat guns operating above 1100 degrees Fahrenheit or charring the paint; dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1ft. (0.30m.) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.2 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces; paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3, and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CRF 1910.1200 or 1926.59, as applicable to the work.

Contractor will ensure that all loose, checked or flaking paint is removed from all surfaces to be painted. All chips and flakes will be captured by a tarp made of heavy-duty polyethylene plastic sheeting (6 mils. thick) or its equivalent, and cleaned up daily.

Remove all hooks, nails, wire clamps, other items that are no longer in use and fill the holes properly before painting.

Fill, patch, tape, and caulk cracks, joints, splits, or small voids with appropriate filler material per manufacturer’s specifications. Allow sufficient cure time prior to applying coating.

Mask off all adjoining areas that are not to receive coatings.

2.12 PRIMER
Contractor will ensure that any unpainted surface or surface requiring priming is properly primed before painting, using a primer suited to both the material being primed and the type of paint to be used. If the surface is to be stained, the contractor will touch up any bare wood with the new stain, to act as a primer, before coating the entire surface.

2.13 FINISH COAT(S)
Install intermediate and finish coat per manufacturers’ specifications.

The contractor will ensure that the finish coat of paint is applied to an even finish, completely covering all areas to be painted, and that all drips, spills, splatters, or overspray are cleaned immediately from areas not intended to be painted.

2.14 WEATHER-STRIPPING
Contractor will supply and install new screw-on 2 piece aluminum weather-stripping after the exterior door paint has cured at least 7 days. There shall be no air leakage from the jambs and head after
installation. (If light is visible from the interior of the door, the installation is incorrect). Adjust and check the operation of the door to ensure proper function of the hardware.

2.15  EXCLUSIONS
Environmental Abatement (mold/mildew), Concrete, Roofing.

3  SCHEDULE
Contractor shall submit proposed work schedule detailing work location(s), work to be performed & work duration with the bid documents.

**Tentative** Construction Start Date: 10/14/2019

**Tentative** Construction Complete: 12/20/2019

HUD RAD Rehab Contract Deadline: 12/31/2019

Liquidated damages in the amount of $500 per day will be assessed for this project if it is not completed within 90 calendar days from notice to proceed.

4  PROJECT REQUIREMENTS
4.1  CONTRACTOR RESPONSIBILITIES
4.1.1  CODE OF CONDUCT
This contract is for construction work in occupied units. Contractor and all employees will present themselves and their staff in a professional manner at all times on site. Residents and HACSB staff will be treated with respect and courtesy at all times.

Contractors and employees must wear a uniform shirt clearly identifying the company.

No smoking on HACSB property per current HACSB lease agreements.

If a contractor’s employee is not in compliance with the terms of this agreement, or is disrespectful to residents or HACSB Staff, the employee will be asked to leave the worksite immediately.

4.1.2  GENERAL CONDITIONS
Contractor is responsible to secure any/all required permits required by local authorities and ordinances prior to start of construction.

Contractor shall coordinate the work for each area with HACSB two weeks prior to start.

A jobsite foreman is required to be present on site every day and have the authority to conduct business without delay to the construction project.

It is the responsibility of the contractor to verify all dimensions and quantities to meet the intent of the plans, scope of work, and specifications.

New material shall be stored neatly on pallets, covered and with proper ventilation.
Installation of contractor’s materials constitutes contractor’s acceptance of all previous work as being qualified to accept the new material.

Contractor and subcontractors are to protect adjacent materials at all times. Damage to adjacent material, will be the responsibility of the contractor causing damage to repair at no additional cost to HACSB.

The Contractor shall pick up all debris (including nails, scrap lumber, concrete forms, spikes...) continuously throughout each work day, properly removing from HACSB site each night.

Storage or sale of removed items or materials on-site will not be permitted.

Clean adjacent area of dust, dirt and debris caused by construction operations.

Return adjacent areas to condition existing before start of construction.

Entire construction site will be kept safe from public access at all times. Adequate barriers will be furnished and installed by the contractor as to provide public safety at all times, as well as work site safety at all times.

Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m.

Special hours of operation outside the normal hours must be approved by HACSB Coordinator.

4.1.3 PROJECT CONDITIONS
The contractor will ensure that reasonable care is used to protect all trees, shrubs, yards, drives, walks, roofs and adjacent property (vehicles) from damage while painting or preparing the house.

Contractor will be working in and around occupied units. Resident’s personal property must be protected at all times. Contractor to take reasonable means to protect resident’s possessions from dust, damages and accidents.

Work must be planned to ensure that access to the dwelling unit is completely restored at the end of each work day. Unit is to be cleaned, debris removed, resident’s items to be returned to proper location, and all materials including masking or tarps must be removed by end of day.

Unit to be returned to pre-work condition, with minimal disruption to the residents. Any damages to HACSB or personal property will be the exclusive responsibility of the contractor to repair or replace to make resident whole and return the unit condition to pre-construction condition.

4.1.4 ENVIRONMENTAL CONTROLS
All buildings built prior to 1978 are subject to lead safe work practices per the EPA RRP rule.

Refer to Asbestos and Lead-based Paint Report for specific locations. Bidders may request a copy of the report prior to bidding.

Contractor shall comply with governing environmental protection regulations. Contractor will not create hazardous or objectionable conditions within units or on the property. Contractor will remove and transport debris in a manner that will prevent spillage or damage to adjacent surfaces and areas.
Site will be left clean at the end of each day.

4.1.5 SUBMITTALS

4.1.5.1 SUBMIT WITH BID PACKAGE
Provide a copy of material certificates (and Technical Bulletins) signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

4.1.5.2 PRE-CONSTRUCTION SAMPLES
HACSB reserves the right to request physical samples of any materials. Any alternate materials must be approved in writing prior to mobilization.

4.2 HACSB RESPONSIBILITIES

4.2.1 PROJECT CONDITIONS
Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.

4.2.2 RESIDENT NOTICES
HACSB management will notify residents in advance of the project based on Contractor’s project schedule. Notification will include language to require removal of all personal property in any areas affected by construction operations.

4.2.3 ENTRY INTO UNITS
In compliance with the lease agreement, HACSB may provide the contractor access to units in the event residents are not at home. See Section 5.3.2 “Scheduling”

4.3 MUTUAL RESPONSIBILITIES

4.3.1 RESTROOM FACILITIES
Contractor shall not use resident facilities at any time. HACSB will provide access to restroom facilities for contractor staff. Contractor staff will make reasonable effort to keep restrooms in clean condition. If restrooms are not kept in clean condition, HACSB will remove access, and Contractor must provide portable sanitation facilities at contractor’s expense.

4.3.2 SCHEDULING

4.3.2.1 PRE-CONSTRUCTION PLANNING
Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration with the bid documents. HACSB will coordinate proposed work schedule(s) with other trades working at the site to ensure multiple trades are not working in the same location concurrently.

4.3.2.2 DURING CONSTRUCTION
Contractor shall submit up-to-date work schedule detailing work location, work to be performed & specific date(s) at least 2 weeks in advance of work inside a dwelling unit. HACSB will post legal entry notice 48 hours in advance of proposed work to allow access into the unit in the event that residents are not home. See Section 5.2.3 “Entry into Units”

4.3.3 INSPECTIONS
Any repairs that will be concealed by subsequent work must be inspected by HACSB. Contractor shall notify HACSB that units are ready for inspection before walls are covered up. If HACSB is not available
within a reasonable time, it shall be the Contractor’s responsibility to take photographic evidence and furnish proof that the repairs were performed and completed properly. For invoicing purposes, 100% of units on the Task List (EXHIBIT “B”) must be documented.

5 PROJECT RISKS

5.1 RAD REHAB CONTRACT DEADLINE
HACSB has entered into a binding contract with the U.S. Department of Housing & Urban Development to restructure certain real estate holdings. A major requirement of this contract includes funding for repairs to the buildings & surrounding areas.

5.1.1 RISK
HACSB is at risk of losing significant funding if this project is not completed on schedule. The terms of the HUD rehab contract stipulate that all work must be completed by 12/31/2019.

5.1.2 CONTINGENCY
Due to the contractual agreement with HUD, time is of the essence for this project. Liquidated damages in the amount of $500 per day will be assessed for this project if it is not completed within 90 days from the notice to proceed.

5.2 RESIDENT OCCUPANCY STANDARDS
Residents have entered into a binding contract with HACSB to have a fully functioning and safe dwelling unit, including utilities.

5.2.1 RISK
HACSB is at financial risk if contractor does not complete repairs on schedule. A dwelling unit must have hot & cold running water, functioning restroom & kitchen facilities, and conditioned space (heat/cool) to be approved for continued occupancy. If the contractor’s work progress as a result of this project results in any utilities (water, gas, electrical) being inoperative by the end of the scheduled work day, this renders the unit below the HACSB Housing Quality Standards (HQS). HACSB must provide alternate living arrangements (hotel) for the duration of the utility interruption.

5.2.2 CONTINGENCY
If contractor fails to return the unit to HACSB HQS condition by the end of the scheduled work day, contractor will be assessed per diem charges for each night residents are displaced. Per diems are calculated per authorized resident based on the HACSB HQS Standard for family size and occupancy.

Current per diem rates are $102.00 per night for lodging and $61.00 per day for meals for each resident displaced. (Source: 2019 California, San Bernardino County Rates. www.federalpay.org)

6 STANDARDS AND COMPLIANCE

6.1 COMMUNICATIONS PLAN
A pre-construction meeting will be held at the jobsite prior to the start date. Contractor shall provide accurate construction schedule at the time of pre-construction meeting. A contact list with email and mobile phone numbers of key personnel will be disseminated to both parties prior to the start date.
Contractor shall monitor & update the construction schedule weekly. All communication between HACSB and Contractor shall be in writing. Text messaging (SMS, MMS) are not valid or binding for change orders, notices, requests for information and other legal communication.

6.2 QUALITY MANAGEMENT PLAN
Quality shall be managed by a 6 part plan: Qualifications, Mock-Ups, Pre-Install Meeting, Inspections, Corrections and Warranty.

6.2.1 QUALIFICATIONS
Installer shall have experience with installation of the specific assemblies (wood fascia, fiber-cement trim boards, fiber-cement siding, stucco) under similar conditions. Installation shall be in accordance with manufacturer’s installation guidelines and recommendations. Source Limitations: Provide and install assemblies of materials and accessories produced by single manufacturer.

6.2.2 MOCK-UPS
Contractor shall be prepared to provide labor and materials to apply up to 5 gallons of paint on substrate at no additional charge for application of paint samples. Final color selections will be provided by HACSB Project Coordinator. All colors must be approved in writing by HACSB Project Coordinator prior to application.

6.2.3 PRE-INSTALL MEETING
Hold a pre-installation conference, two weeks prior to start of installation. Attendees shall include Contractor, Sub-Contractors, installer, HACSB Project Coordinator.

Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of construction materials and components, installer’s training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

6.2.4 INSPECTIONS
6.2.4.1 INSPECTIONS BY HACSB
HACSB may inspect work while installation in progress to verify proper materials are installed and the proper installation of materials. HACSB will inspect all repairs and overall conditions upon completion, including proper finishes of wall and ceiling materials. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications.

6.2.4.2 INSPECTIONS BY LOCAL BUILDING AGENCY
Contractor is responsible to secure any/all required permits required by local authorities and ordinances. Contractor to schedule inspections prior to covering work. Contractor to submit final inspection cards and/or other permit documents to HACSB upon completion and prior to final payment request.
6.2.5 **CORRECTIONS**
In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

It is the responsibility of each contractor to protect their work from damage until such time that HACSB has accepted such work in writing. All defects/damage will be repaired by contractor at the expense of the contractor prior to final acceptance. During this time if the unit fails to meet HQS standards, contractor is responsible for relocation of resident per section 6.2 “Resident Occupancy Standards”

6.2.6 **WARRANTY**
Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor’s performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications.

Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

Contractor’s warranty in no way supersedes any manufacturer’s warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers’ warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer’s warranty.

In the event of Contractor’s failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor’s expense and will honor and pay the costs and charges therefore upon demand.

All warranties begin on the date of completion, documented by written acceptance of material and workmanship by HACSB.

6.3 **STANDARDS COMPLIANCE**
All work performed shall be in strict compliance with all plans and specifications for the project. The quality of the general contractor and subcontractor’s installation is expected to support the quality intent of the architect and builders design and specified materials.

6.3.1 **MATERIALS SPECIFICATIONS**
Submittals are to be approved by HACSB prior to installation of any materials. Any non-approved items used during construction will be replaced with HACSB approved material at the cost of the installation contractor.

6.3.1.1 **CAULKING/SEALANT**
Sealants in contact with PEX must be approved for use by manufacturer.
Sealants in contact with foam pipe insulation must be approved for use by manufacturer.
Sealants in contact with exterior insulation board must be approved for use by manufacturer.
Sealants in contact with fiber cement siding and trim must be approved for use by manufacturer.

6.3.1.2 FASCIA
Replacement fascia shall be kiln-dried Spruce, matching size and finish of existing fascia. Sound, firm, encased and pith knots are limited to no larger than 1/2” and are tight and well-spaced. No wane accepted. **Moisture content at time of delivery 12-14%.** Contractor shall schedule deliveries and storage to allow sufficient time for lumber to acclimate to local conditions.

6.3.1.3 FASTENERS
Nails and Screws shall be rust-resistant.

6.3.1.4 FIBER-CEMENT PANELS AND TRIM BOARDS
Exterior Trim Boards - James Hardie “Hardie Trim”

6.3.1.5 METAL TRIM @ FIBER-CEMENT PANELS
Metal trim at joints and ends of fiber cement panels shall be extruded aluminum alloy 6063 T5 and have a .050” nominal wall thickness. Pieces shall be manufactured in 10’ lengths and shall have a standard Clear Anodized or Chem-Film Finish (for field priming & painting). For specific shapes and locations of trim metals see plans. Manufactured by Flannery Trim, Inc. San Fernando, CA,

6.3.1.6 PAINT
Exterior Paint shall be Vista Paint. See Exterior Paint Specifications at EXHIBIT “A”

6.3.1.7 SHEATHING
Exterior sheathing panels shall be APA Rated Sheathing, Span Rating 24OC, Exposure 1 for use in exterior applications. Panels shall have a fully water-proof bond designed for applications where long construction delays may be expected prior to providing protection, or where high moisture conditions may be encountered in service.

6.3.1.8 WEATHER BARRIER
Spun-bonded polypropylene weather membrane with a microporous coating, nonwoven, non-perforated. Typar “Building Wrap” or equivalent

6.3.1.9 WEATHER-STRIPPING
Shall be 2 piece system using an aluminum seal retainer and replaceable seal insert. Fasteners shall be corrosion resistant. Color: White or Mill finished aluminum. Manufacturers: Storm Strips Corp, 224 Diamond Valley Pass, Canton GA, Frost King VA38W

6.3.1.10 OTHER MATERIALS
Any other materials not specifically described, but required for complete and proper installation, as selected by the Contractor are subject to HACSB approval. Submit proposed materials or substitutions with bid package.

6.3.2 WORKMANSHIP SPECIFICATIONS
Carpentry, Stucco and Painting operations shall strictly conform to the most stringent of the following:
Applicable specifications outlined by the product manufacturer’s specifications or recommendations, any applicable local government codes and regulations of those specifications provided herein.

Work performed by the general contractors and/or subcontractors shall be performed in a good workmanlike manner and quality. Workmanlike quality is defined as workmanship that meets or exceeds Uniform Building Codes or specific city codes, whichever is more stringent.

6.4 REGULATORY COMPLIANCE
All work shall be in compliance with the following regulations:

6.4.1 FEDERAL REGULATIONS
6.4.1.1 UNITED STATES CODE
40 U.S.C. 3141-3148 Davis-Bacon Wage Act

6.4.1.2 CODE OF FEDERAL REGULATIONS
24 CFR 35 Lead based paint prohibition
40 CFR 745 Residential Property Renovation (Lead Based Paint)

6.4.2 CALIFORNIA REGULATIONS
6.4.2.1 CALIFORNIA GOVERNMENT CODE
SECTION 4216 Protection of Underground Infrastructure (Dig Alert)

6.4.3 LOCAL REGULATIONS
6.4.3.1 CITY OF BARSTOW MUNICIPAL CODE
TITLE 5 Business Licenses
TITLE 15 Buildings & Construction

6.4.3.2 BARSTOW CODE OF ORDINANCES
950-2017 Construction Waste Management Plan

7 BUSINESS TERMS

7.1 PAYMENTS

7.1.1 MILESTONES
Invoices may be submitted at the following milestones:

- Mobilization - On the first day of construction - 10% of the contract total.
- Progress - Each thirty days - Completed units up to invoice date - pro-rated to 85% of the completed unit amount.
- Job Completion - All units are complete & all city inspections approved. - 85% of the contract total.
- Retention - Thirty days after project acceptance, 5% of the contract total.

7.1.1.1 MOBILIZATION INVOICE
The following documents shall be submitted:
• Contractor’s Invoice, on company letterhead, with unique Invoice number, with HACSB Contract number (PC XXXX) and job description.
• Schedule of Values (HUD form #51000)
• Periodic Estimate for Partial Payment (HUD form #51001)
• Conditional Release for materials and labor

7.1.1.2 PROGRESS INVOICE
The following documents shall be submitted:

• HACSB acceptance of stated completed work
• Contractor’s Invoice (see requirements in section 8.1.1.1)
• Schedule of Values (HUD form #51000)
• Periodic Estimate for Partial Payment (HUD form #51001)
• Conditional Release for materials and labor
• On-site daily sign in sheets
• Daily Activity logs
• Weekly Safety Meeting Report
• Certified Payroll completed in LCP Tracker

7.1.1.3 JOB COMPLETION INVOICE
The following documents shall be submitted:

• Same documents as a PROGRESS INVOICE listed above.
• Original signed off permit cards (if permits were required)
• Contractor’s Warranty

7.1.1.4 RETENTION INVOICE
The following documents shall be submitted:

• Contractor’s Invoice (see requirements in section 8.1.1.1)
• Unconditional Lien release upon final payment.

7.1.2 HACSB TERMS ARE NET 30 DAYS
Invoices will be processed only after all supporting documents have been approved by HACSB.

7.2 ADJUSTMENTS TO CONTRACT TIME / AMOUNT
Contractor cannot change materials, timeline, or contract sum without the express written approval of HACSB. See HUD Form 5370

7.2.1 CONTRACT TIME
If a proposed change to the scope of work results in additional time to complete the contract, contractor must submit a Request for Adjustment on the Contract Time within five business days of the change.

7.2.2 CONTRACT AMOUNT
If a proposed change to the scope of work results in an increase in the amount of the total contract, contractor must submit a Request for Adjustment on the Contract Amount within five business days of the change.
8 END SOW
Exhibit “B”
GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
PUBLIC HOUSING PROGRAMS
(form HUD – 5370)
General Conditions for Construction
Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than $150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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Previous editions are obsolete
Replaces form HUD-5370-A
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1. Definitions

(a) “Architect” means the person or other entity engaged by
the PHA to perform architectural, engineering, design,
and other services related to the work as provided for in
the contract. When a PHA uses an engineer to act in this
capacity, the terms “architect” and “engineer” shall be
synonymous. The Architect shall serve as a technical
representative of the Contracting Officer. The Architect’s
authority is as set forth elsewhere in this contract.
(b) “Contract” means the contract entered into between the
PHA and the Contractor. It includes the forms of Bid, the
Bid Bond, the Performance and Payment Bond or Bonds
or other assurance of completion, the Certifications,
Representations, and Other Statements of Bidders (form
HUD-5370), these General Conditions of the Contract for
Construction (form HUD-5370), the applicable wage rate
determinations from the U.S. Department of Labor, any
special conditions included elsewhere in the contract, the
specifications, and drawings. It includes all formal
changes to any of those documents by addendum,
change order, or other modification.
(c) “Contracting Officer” means the person delegated the au-
tority by the PHA to enter into, administer, and/or
terminate this contract and designated as such in writing
to the Contractor. The term includes any successor
Contracting Officer and any duly authorized
representative of the Contracting Officer also designated
in writing. The Contracting Officer shall be deemed the
authorized agent of the PHA in all dealings with the
Contractor.
(d) “Contractor” means the person or other entity entering
into the contract with the PHA to perform all of the work
required under the contract.
(e) “Drawings” means the drawings enumerated in the
schedule of drawings contained in the Specifications and
as described in the contract clause entitled Specifications
and Drawings for Construction herein.
(f) “HUD” means the United States of America acting through
the Department of Housing and Urban Development
including the Secretary, or any other person designated to
act on its behalf. HUD has agreed, subject to the
provisions of an Annual Contributions Contract (ACC), to
provide financial assistance to the PHA, which includes
assistance in financing the work to be performed under this
contract. As defined elsewhere in these General
Conditions or the contract documents, the determination
of HUD may be required to authorize changes in the work
or for release of funds to the PHA for payment to the
Contractor. Notwithstanding HUD’s role, nothing in this
contract shall be construed to create any contractual
relationship between the Contractor and HUD.
(g) “Project” means the entire project, whether construction
or rehabilitation, the work for which is provided for in
whole or in part under this contract.
(h) “PHA” means the Public Housing Agency organized
under applicable state laws which is a party to this
contract.
(i) “Specifications” means the written description of the
technical requirements for construction and includes the
criteria and tests for determining whether the
requirements are met.
(l) “Work” means materials, workmanship, and manufacture
and fabrication of components.

2. Contractor’s Responsibility for Work

(a) The Contractor shall furnish all necessary labor,
materials, tools, equipment, and transportation necessary
for performance of the work. The Contractor shall also
furnish all necessary water, heat, light, and power not
made available to the Contractor by the PHA pursuant to
the clause entitled Availability and Use of Utility Services
herein.
(b) The Contractor shall perform on the site, and with its own
organization, work equivalent to at least [ ] (12 percent
unless otherwise indicated) of the total amount of work to
be performed under the order. This percentage may be
reduced by a supplemental agreement to this order if,
during performing the work, the Contractor requests a
reduction and the Contracting Officer determines that the
reduction would be to the advantage of the PHA.
(c) At all times during performance of this contract and until
the work is completed and accepted, the Contractor shall
directly superintend the work or assign and have on the
work site a competent superintendent who is satisfactory
to the Contracting Officer and has authority to act for the
Contractor.
(d) The Contractor shall be responsible for all damages to
persons or property that occur as a result of the
Contractor’s fault or negligence, and shall take proper
safety and health precautions to protect the work, the
workers, the public, and the property of others. The
Contractor shall hold and save the PHA, its officers and
agents, free and harmless from liability of any nature
occasioned by the Contractor’s performance. The
Contractor shall also be responsible for all materials
delivered and work performed until completion and
acceptance of the entire work, except for any completed
unit of work which may have been accepted under the
contract.
(e) The Contractor shall lay out the work from base lines and
bench marks indicated on the drawings and be
responsible for all lines, levels, and measurements of all
work executed under the contract. The Contractor shall
verify the figures before laying out the work and will be
held responsible for any error resulting from its failure to
do so.
(f) The Contractor shall confine all operations (including
storage of materials) on PHA premises to areas
authorized or approved by the Contracting Officer.
(g) The Contractor shall at all times keep the work area,
including storage areas, free from accumulations of
waste materials. After completing the work and before
final inspection, the Contractor shall (1) remove from the
premises all scaffolding, equipment, tools, and materials
(including rejected materials) that are not the property of
the PHA and all rubbish caused by its work; (2) leave the
work area in a clean, neat, and orderly condition
satisfactory to the Contracting Officer; (3) perform all
specified tests; and, (4) deliver the installation in
complete and operating condition.
(h) The Contractor’s responsibility will terminate when all
work has been completed, the final inspection made, and
the work accepted by the Contracting Officer. The
Contractor will then be released from further obligation
except as required by the warranties specified elsewhere
in the contract.

3. Architect’s Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall
be designated in writing by the Contracting Officer.
(b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect’s duties and responsibilities may include but shall not be limited to:

1. Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;
2. Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
3. Reviewing and making recommendations with respect to - (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor’s price breakdown and progress payment estimates;
4. Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees.

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor’s right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is necessary to demonstrate how the approved rate of progress will be regained.
reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor’s risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown” “as indicated”, “as detailed”, or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.

(d) “Shop drawings” means drawings submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be
required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. “As-built drawings” shall be synonymous with “Record drawings.”

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer’s approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor’s expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor’s name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any
13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
   (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
   (2) Protect the lives, health, and safety of other persons;
   (3) Prevent damage to property, materials, supplies, and equipment; and,
   (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
   (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
   (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor’s representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall pay for all such costs incurred by the PHA.

(e) The Contractor shall be responsible for its subcontractors’ compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinish or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinish or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third-party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor’s right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA’s right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA’s possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA’s possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or any appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _______ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor’s expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor’s expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor’s failure to conform to contract requirements;

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA; and,

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor’s warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor’s, manufacturer’s or supplier’s warranty.
(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA’s rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

This contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.


In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor’s performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor’s performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.
Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA’s interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor’s claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA’s approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer’s failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer’s decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA’s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 unless otherwise indicated) days after receipt of the Contracting Officer’s decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to
33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $___________ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor’s delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor’s claim within days (60 days unless otherwise indicated) of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $___________ [Contracting Officer insert amount]
per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a “claims made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $_______ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder’s Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA’s existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) “Subcontract” means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) “Subcontractor” means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract so as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or housing representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.


(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 this 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 signed, 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 regulations of 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 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).
41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor’s Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excepts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. “Subcontract,” as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall...
be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, every apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under
the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(1) of this clause.

(k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.


(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
Exhibit “C”
Additional General Provisions
ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
   d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.

2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.

4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
   a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
   b. If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
   c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.

6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.
8. **INSPECTION, ACCEPTANCE AND REJECTION:**

a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor’s quality assurance system or other business practices related to performance of the Work.

b. All goods may be subject to inspection and test by HACSB or its authorized representatives.

c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.

e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. **SAMPLES:**

a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.

b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor’s expense.

10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the
subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

14. FORCE MAJEURE: Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

a. Acts of God or of the public enemy, and
b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at
b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California ad other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. TAXES: HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.

b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:

i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,

ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.

d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.

e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,

ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or

iii. The modification by HACSB of the equipment furnished hereunder or of the software; or

iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

a. HACSB may, at any time, by written Stop Work order (“Stop Work Order”) to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:

   i. Cancel the Stop Work Order; or

   ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.

   iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:

       1. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

       2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. COVENANT AGAINST GRATUITIES: Contractor warrants that it complies with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of $2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all “construction contracts and related subcontracts in excess of $2000,” which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: [http://www.gpo.gov/davisbacon/](http://www.gpo.gov/davisbacon/). Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor’s payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN $2,000):** In the event the Agreement Price is less than $2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor’s books and records, and interview Contractor’s employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.

26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of $10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to
comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

   b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

   i. the dangers of drug abuse in the workplace;

   ii. the person's or organization's policy of maintaining a drug-free workplace;

   iii. any available counseling, rehabilitation and employee assistance programs; and,

   iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:

   i. will receive a copy of the company's drug-free policy statement; and,

   ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of $2,000, and in excess of $2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

   a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

   b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of $100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will
immediately advise HACSB of any change in its retailer’s seller’s permit or certificate of registration or applicable affiliate’s seller’s permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

37. **DOMESTIC PARTNERS:** For agreements over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
Exhibit “D”
Performance – Payment Bond
PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we ______________________ (Contractor) ______________________ ______________________, a ______________________ (corporation) hereinafter called “Principal” and ______________________ (Surety) of ______________________, State of ______________________, hereinafter called the “Surety”, are held and firmly bound unto ______________________ (Owner) ______________________ of ______________________ (City and State), hereinafter called “Owner” in the penal sum of ______________________ Dollars ($______), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the ______ day of ________, 20____, a copy of which is hereto attached and made a part hereof for the construction of: ______________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]
IN WITNESS WHEREOF, this instrument is executed in 2 (2) counterparts, each one of shall be deemed an original, this the ________________ day of ________________, 20____.

ATTEST:

"PRINCIPAL"

______________________________  ________________________________
(Principal) Secretary                BY: ________________________________

(Seal)

______________________________
Witness as to Principal

______________________________
(Address – Zip Code)

"SURETY"

______________________________  ________________________________
(Surety) Secretary                BY: ________________________________

NAME: ________________________________

(Seal)

ITS: Attorney-in-Fact

______________________________
(Address – Zip Code)

Witness as to Surety

______________________________
(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
Exhibit “E”
Stipulation of Lien
STIPULATION OF LIEN

Contract Number:

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number***** will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.

2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ______ day of __________________, 20_____.

By: ________________________________

Title: _______________________________

NAME AND ADDRESS OF CONTRACTOR:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Sworn before me this __________ day of __________________, 20____.

____________________________ (Notary Public)

My Commission Expires ____________________________ (Date)
Exhibit “F”
Supplementary Conditions of the Contract for Construction (form HUD-92554)
SUPPLEMENTARY CONDITIONS
OF THE CONTRACT FOR
CONSTRUCTION

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp.12/31/2017)

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each
classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“Administrator”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers
performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.
Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [http://www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.(Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in
any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws
approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility. 
   (i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

   (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40
U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both.”

C. **Contract Work Hours and Safety Standards Act.**

1. **Applicability and Definitions.** This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than $100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or
subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. **Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor’s Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

**Article 2: Equal Employment Opportunity**

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff 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 setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.
Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than $100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.
Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming to 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347Instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(i), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; 

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration….. makes, utters or publishes any statement knowing the same to be false….. shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Construction Contract for Plumbing Re-pipe Services at the Barstow Affordable Housing Community

RECOMMENDATION(S)
1. Award a construction contract, effective January 14, 2020, to Shipley Construction and Plumbing for interior plumbing re-pipe services at the Barstow Affordable Housing communities located in the city of Barstow in an amount not to exceed $870,000.
2. Authorize and direct the Executive Director to execute and deliver the contract to Shipley Construction and Plumbing, and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.
HACSB residents live in safe and desirable homes and communities.
Operate in a fiscally sound manner and protect the long term viability of HACSB’s housing assets.

FINANCIAL IMPACT
This item is not expected to exceed $870,000 which will be funded through the Housing Authority of the County of San Bernardino’s (HACSB) rehabilitation reserve escrow account that has been established for this property’s Rental Assistance Demonstration (RAD) conversion process.

BACKGROUND INFORMATION
HACSB has actively pursued the United States Department of Housing and Urban Development’s (HUD) RAD program in order to convert its Public Housing units to Project-Based Housing Choice Voucher (HCV) units. This allows for the stabilization of revenue to these communities as traditionally HCV funding has been less prone to cuts than the Public Housing program. HACSB has converted over 1,000 units under the RAD program since 2013 and the Barstow Affordable Housing community is one of the most recent RAD conversions, consisting of 217 units. This contract is for re-piping the plumbing pertaining to 56 units.

One requirement of a property’s RAD conversion is to conduct a Physical Condition Assessment (PCA) of the converting properties to determine what capital improvements are required at each property. Completing the work identified in the PCA is a condition that must be met for the RAD conversion. The capital improvement work that has been identified in the PCA includes re-piping the internal plumbing components of this property. HACSB has communicated to the contractor that they must work with staff to minimize any inconvenience to residents.
PROCUREMENT

On February 1, 2019, HACSB issued an Invitation for Bid (IFB) PC1103 for Interior Plumbing Re-Pipe Barstow R.A.D Rehab which resulted in the receipt of two proposals. Outreach efforts included, advertisement in eight newspapers, email invitations to 25 contractors, and posting on the agency website. The proposals were evaluated per the requirements of the IFB in which Shipley Construction and Plumbing was the lowest bidder, considered responsive, and determined qualified to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:

<table>
<thead>
<tr>
<th>Contractors Name</th>
<th>Location</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipley Construction and Plumbing</td>
<td>Yucca Valley, CA</td>
<td>$870,000</td>
</tr>
<tr>
<td>Vortex Construction</td>
<td>Bakersfield, CA</td>
<td>$2,771,916</td>
</tr>
</tbody>
</table>

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends approval to contract for interior plumbing re-pipe services with Shipley Construction and Plumbing and delegation to the Executive Director the authority to execute the contract and approve non-financial revisions to the contract. Under the proposed revisions to the Procurement Policy that is also on today’s Housing Commission (Board) agenda the Executive Director is authorized to approve change orders on Board approved contracts up to a cumulative total of ten percent of the Board approved amount, not to exceed $250,000.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 19, 2019
CONTRACT FOR CONSTRUCTION
(FOR CONSTRUCTION CONTRACTS GREATER THAN $150,000)

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 14th day of January, 2020 by and between Shipley Construction and Plumbing ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

WHEREAS, HACSB is a public entity in San Bernardino County, State of California, committed to provide affordable and safe public housing for low and moderate income families; and

WHEREAS, Contractor has offered to provide certain services to HACSB, and HACSB wishes to retain Contractor for the provision of such services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree as follows:

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Scope Of Work"). The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 180 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall be $870,000.00. This amount is full consideration for this Agreement as written.

ARTICLE 4. Payment. Unless otherwise specified, Payment shall be made in accordance with and in the manner specified in the General Conditions.

ARTICLE 5. Contract Documents. This Agreement incorporates by reference all of the following documents (the "Contract Documents"):

1. Scope of work attached hereto as Exhibit “A” and incorporated herein by reference.
2. General Conditions (form HUD 5370), attached hereto as Exhibit “B” and incorporated herein by reference.
3. Additional General Provisions, attached hereto as Exhibit “C” and incorporated herein by reference ("Additional Provisions").
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit “D” and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit “E” and incorporated herein by reference.
8. Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act. Information relating to the Davis-Bacon Act may be found at [http://www.gpo.gov/davisbacon/][1]. Wage Determination CA190017 05/03/2019 CA17 MOD3, attached hereto as Exhibit "H" and incorporated herein by reference.

9. All agreements, addendums, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement including all documents that are included in the bid package for PC1103.

10. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U.S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at [http://www.gpoaccess.gov][2]. State of California regulations may be found at [http://www.leginfo.ca.gov][3]. For laws the County of San Bernardino, go to [http://www.sblawlibrary.org][4].

**ARTICLE 6. Best Efforts.** Contractor shall perform its duties on premises approved by HACSB, during HACSB’S regular work days and normal work hours and warrants that it shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the services performed by Contractor and may in its reasonable business discretion, reject such services in writing.

**ARTICLE 7. No Conflicts.** HACSB acknowledges that Contractor has other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude Contractor from devoting time and attention to such business and personal interests. HACSB further acknowledges that Contractor has the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the Work or the obligations of Contractor to HACSB pursuant to this Agreement. In connection with Contractor’s performance of the Work hereunder, Contractor represents that there exists no actual, potential or appearance of conflict arising out of Contractor’s business and financial interests.

**ARTICLE 8. Limit of Engagement.** This Agreement does not and shall not be construed to create any partnership or agency whatsoever beyond the purposes set forth in Article 1 hereof. Contractor shall not be deemed to be a partner, joint venturer, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility, on behalf of HACSB or corporations affiliated with HACSB, other than as expressly herein provided.

**ARTICLE 9. Responsibilities of HACSB.** If information, data, or documentation necessary to facilitate Contractor’s performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. Should Contractor determine that a delay in its performance has occurred, which is solely attributable to a failure of HACSB, Contractor will promptly notify HACSB in writing.

**ARTICLE 10. Change Orders.** HACSB shall have the right, from time to time, to make changes to the Work by change order as set forth in the Contract Documents.

**ARTICLE 11. Return of HACSB Property.** All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor’s notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB’s prior written authorization.

**ARTICLE 12. Confidential Information.** HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, “Confidential Information” of HACSB means any nonpublic, proprietary information or technology used...
in HACSB’s business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB’s Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

ARTICLE 13. Performance Bond. Contractor certifies that prior to its commencement of Work it shall provide to HACSB a written, fully executed Performance Bond, in substantially the form attached hereto as Exhibit “D”, and incorporated herein by reference.

ARTICLE 14. Indemnity; Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys’ fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB.

ARTICLE 15. Compliance with Contract Documents. Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control.


a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor’s performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

b. Contractor’s warranty in no way supersedes any manufacturer’s warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers’ warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer’s warranty.

c. In the event of Contractor’s failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor’s expense and will honor and pay the costs and charges therefore upon demand.

ARTICLE 17. Superintendence by Contractor. Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.
ARTICLE 18. Accident Prevention. Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

ARTICLE 19. Removal of Debris, Cleaning. Contractor shall, daily or as directed during the progress of the Work on the Project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.

ARTICLE 20. Designation of Subcontractors.

a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor's total bid, and (b) the portion of the Work which will be done by each subcontractor.

b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.

d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

ARTICLE 21. Stipulation of Lien. Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form attached hereto as Exhibit “E”, and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.
ARTICLE 22. Assignment. Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB.

ARTICLE 23. Rights and Remedies of HACSB for Default.

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor’s expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.

b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.

c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 24. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-A Section 34 page 12). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor’s obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 25. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested.
All notices sent pursuant to this Agreement shall be addressed as follows:

If to HACSB:
Angie Lardipide, Procurement & Contracts
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA  92408-2841
alardipide@hacsb.com

If to Contractor:
Ross K. Shipley, Owner
Shipley Construction and Plumbing.
5075 Redding
Yucca Valley, CA 92284
rkshipley@hotmail.com

Notices will be deemed effective upon receipt or rejection only.

ARTICLE 26. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 27. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 28. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 29. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 30. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

ARTICLE 31. Licensed Contractor. Contractor represents and warrants that it is a licensed contractor in good standing with the California Contractors State License Board.

[END – SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date.

January 14, 2020 (PC1103 Interior Plumbing Re-Pipe R.A.D Re-hab Barstow)

Date: ____________________________

**Shipley Construction and Plumbing**

By: ____________________________  (Affix seal if a corporation)
Name: __________________________
Its: ____________________________

**CERTIFICATE OF CORPORATE AUTHORITY**

I, ____________________________, certify that I am the_________________________ of the corporation named as Contractor herein; that ____________________________, who signed this Agreement on behalf of Contractor, was then_________________________ of said corporation; that said Contract was duly signed for and in behalf of said corporation and its governing body and is within the scope of its corporate powers.

By: ____________________________
Name: __________________________
Its: ____________________________
Date: ____________________________

**HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

By: ____________________________
Name: Maria Razo
Its: Executive Director
Date: ____________________________
Exhibit “A”
Scope Of Work
1.1 SCOPE OF WORK
Contractor shall provide all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary for complete and functional installation per the plans and specifications. This project is for the complete replacement of the interior domestic water system throughout each dwelling unit. Pipes will be completely run on the exterior of the building inside a new false wall and architectural accents. The false wall and accents will be made from standard metal framing, foam insulation board, and composite siding. Scope includes metal framing, plumbing, carpentry, exterior siding and insulation work on 80 units at 2 different locations in the City of Barstow. The units were constructed in 1971 and were originally plumbed with copper piping. The existing copper piping systems will be capped and abandoned in place. All units will be occupied for the duration of the project.

1.1.1 SITE LOCATIONS
The table below shows the project locations, unit information and quantity to be re-piped.

<table>
<thead>
<tr>
<th>Site Location</th>
<th>Unit Count</th>
<th>Unit Type</th>
<th>Bathroom Count</th>
<th>Work Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bighorn Site</td>
<td>14</td>
<td>3 Bedroom</td>
<td>1</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>20</td>
<td>3 Bedroom Townhome</td>
<td>2</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>19</td>
<td>4 Bedroom</td>
<td>2</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
<tr>
<td>Bighorn Site</td>
<td>11</td>
<td>5 Bedroom</td>
<td>2</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
<tr>
<td>921 Bighorn</td>
<td>1</td>
<td>Community Room</td>
<td>2</td>
<td>Locate Service Line, Replace Main Shut-Off</td>
</tr>
<tr>
<td>Yosemite Site</td>
<td>12</td>
<td>2 Bedroom</td>
<td>1</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
<tr>
<td>Yosemite Site</td>
<td>6</td>
<td>3 Bedroom</td>
<td>1</td>
<td>Metal Framing, Re-Pipe, Siding</td>
</tr>
</tbody>
</table>

1.2 MAIN OBJECTIVES
This project has 2 main objectives:

1.2.1 INCREASED RESIDENT SAFETY AND COMFORT.
Current pipes are copper, installed in the 1970’s. In 1990, an epoxy liner was applied to the interior of the plumbing systems to prevent leaks. The epoxy/copper bond has been weakened by expansion &
contraction from severe temperature extremes. When the epoxy suffers a structural failure, particles become suspended in the water flow, causing turbidity and build up at joints. This gradually reduces water flow, but inevitably results in complete blockage of the pipe. This project will contribute to a safe environment for the residents and their families by providing abundant, clean, temperate water.

1.2.2 REDUCTION IN MAINTENANCE COSTS AND RECURRING WORK.
Replacement of the water supply lines will eliminate service calls for leaks and low water flow problems. The estimated service life of the replacement system is 40-50 years and we expect a significant reduction in current and future maintenance costs.

2 TASKS
Contractor shall provide all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary for complete and functional replacement of the interior domestic water system throughout each dwelling unit. Contractor is responsible to restore any damage caused by the re-pipe, to its pre-construction condition. All repairs will be consistent with proper applications and methods at the highest trade standard. Contractor will manage scheduling & execution of the work with assistance of HACSB Project Coordinator.

Specific task details are listed below, not necessarily in the order of construction activity:

2.1 INSTALL METAL FRAMING
Contractor shall build new false wall on the exterior of the existing stucco to conceal the new PEX water piping system. Contractor shall counter flash areas where metal framing is attached to the existing stucco. Install metal framing per plans and specifications, making sure dimensions and locations are placed accurately based on where the piping system will be run. Metal framing must be bonded to the electrical service equipment enclosure per CA Electrical Code 250.104(C) Installation shall be plumb, square and level to receive fiber-cement panels and trim. See plans for specific details.

2.2 REPLACE INTERIOR DOMESTIC PLUMBING SYSTEM:
Contractor shall completely re-pipe the hot and cold-water system using cross-linked polyethylene tubing (PEX) from the unit’s main shut-off location to all fixtures within the unit. New piping will be run completely on the exterior of the building within the new steel framed false walls and accent trim.

Some locations require that the piping be ran underground. Minimum trench depth is 18” due to local weather conditions. Install blue tracer wire with all underground pipe installations. Tape the tracer wire to the pipe every 8-10 feet in the three o’clock position. Bed pipes and backfill with 6” of clean plaster sand. Install color coded warning tape one foot above the pipe during trench backfilling operation. Backfill above warning tape with native soil, compacted to 80%

Color coded tubing will be installed per industry standards: Red/Hot, Blue/Cold. All 90 degree turns to be have a bend support. Install abrasion / suspension clips at all pipes passing through framing materials and to secure long runs. No PEX pipe to be installed in locations subject to UV light. PEX to have 16” of clearance from any heat source.
Both the hot and cold water pipes will be completely insulated from the point of entry into the dwelling unit, to the water heater, and up to termination at the fixtures. Flexible supply lines at fixtures do not need to be insulated.

Contractor shall replace all ball valves, hose bibs, angle stops and flexible supply lines. Sink fixtures and shower valves will not be replaced as part of this contract.

Each wall penetration for the pipe will be sealed around the pipe with manufacturer’s approved sealant and an escutcheon will cover all pipe penetrations through the finished wall surface.

Work must be planned to ensure that water service to the dwelling unit is completely restored to all fixtures within the unit at the end of each work day. New piping system shall be flushed per CA Plumbing Code Section 609.9 before system is released to the resident.

Existing copper piping has been lined with epoxy coating. DO NOT APPLY HEAT TO EXISTING COPPER PIPES. If connections are necessary to existing copper system, use push-to connect fittings (Sharkbite or equivalent).

Existing copper piping within the interior walls will be cut within 3” of the wall surface, capped, and abandoned in place. Contractor will remove any existing copper pipe on the exterior of the building after new system is installed, pressurized and flushed.

Metal piping and all abandoned copper/iron pipes remaining in walls/ceiling must be grounded Per CA Electrical Code Section 250.104, “Bonding of Piping Systems”.

2.3 REPLACE MAIN WATER SHUT-OFF(S)

2.3.1 DWELLING UNIT SHUT-OFF VALVES
Each unit shall have individual shut-offs.
Install (2) new threaded brass ball valve(s) at location of water inlet to the unit. Replace ball valve on inlet side of the water meter and install new ball valve at dwelling unit.
For ease of access, ball valve at dwelling unit shall be located within the new false wall framing behind an insulated access panel approximately 12-36” above finish grade.
Plumb from the water meter box to the ball valve using traditional copper pipe into the interior of the building, then transition to PEX at the interior. Pipe must be insulated from the meter to the dwelling unit. No PEX pipe to be installed in locations subject to UV light.

2.3.2 COMMUNITY ROOM SHUT-OFF VALVE
Replace main building water shut-off.
Existing plans show the service line on the west side of the building, but the exact location is not known. Locate service line. Saw-cut and demo sidewalk as needed. Install new 3” Ball Valve with stainless steel handle. Excavate an additional 12” below the repair & back fill with ¾” crushed rock. Install 12” X 18” concrete valve box flush with existing sidewalk surface. Back fill with native soil. Concrete replacement by others.

2.4 RE-PIPE WATER HEATER
New brass ball valves will be installed on the supply (cold) side.
PEX pipe and ball valve will be secured to prevent movement during the operation of the ball valve, while allowing unobstructed operation of the valve.
Install flexible water supply lines from water heater to PEX system.
Maintain minimum 16” clearance from water heater venting to PEX pipes and insulation. If water heater must be removed for any reason, contractor shall install new drain pan underneath, piped to exterior of the building.

2.5 RE-PIPE LAUNDRY CONNECTIONS
All units have a laundry room at the rear of the unit. New piping in the laundry room shall be copper pipe, mounted to the surface of the drywall, and completely insulated. Washing machine valves shall be standard ¼ turn hose bibbs (see materials specifications).

2.6 RE-PIPE SHOWER BODY VALVE
Existing shower valve(s) to remain. Showerhead and tub spout piping to remain. Contractor shall create an opening in the exterior wall behind the shower valve location to access the shower plumbing. The opening shall be large enough to allow access to the shower valve and the drain p-trap.
Contractor to plumb with PEX to within twelve inches, and include expansion & contraction loop on hot & cold lines.
Install angle stops (or ball valves) on hot & cold pipes. Secure valves to studs to prevent vibration.
Secure shower valve to prevent movement during normal operation. Install stainless steel flex lines to the shower body valve.
Install new access panel over opening.

2.7 REPLACE ANGLE STOPS
New angle stops will be installed within 12” of existing angle stops at each supply line termination to faucets & toilets.
Drill ¾” hole thru drywall surface from the interior of the building & completely penetrate through to the exterior stucco. No drywall shall be disturbed other than the hole required to insert the new pipe.
Mount copper stub elbow and bracket to the stucco wall to prevent movement during the operation of the angle stop. Each wall penetration for the pipe will be sealed around the pipe with approved sealant and an escutcheon will cover all interior pipe penetrations.
Install new angle stops and flexible supply connectors to fixtures.

2.8 REPLACE HOSE BIBBS
New brass quarter turn hose bibs will be installed as close to existing locations as possible. Minimum (1) front and (1) rear.
Copper stub elbows shall be installed and secured to framing members to prevent movement during normal use conditions. Install male adapter at stub out. Install threaded ball valve. Install non-removable anti-siphon valves at male garden hose threads.
Each wall penetration for new pipes will be sealed around the pipe with approved sealant. Abandoned hose bibs will be cut within 3” of wall and capped.

2.9 REPLACE EVAPORATIVE COOLER SUPPLY
The re-pipe shall include replacement of any tees/shut-offs for evaporative coolers. Cooler must be re-connected the same day. Install new shut off valve and ¼” compression adapter at top of wall under eaves/fascia at laundry room location. Verify exact locations with HACSB Project Coordinator.

2.10 INSTALL SHEATHING
Install “L”-metal along entire bottom edge of metal framing. Dry-fit the panels prior to installation. Back-prime only the lower 6” of the sheathing on both sides and the edge. Install exterior sheathing over metal framing with rust resistant screws. Panels shall be installed with manufacturer’s recommended
spacing between edges to allow for expansion. Adjacent edges shall be within 1/16” thickness tolerance. Installation shall be plumb, square and level.

2.11 INSTALL WEATHER BARRIER
Overlap previously installed counterflashing from metal framing phase. Seal intersection of weather barrier and existing stucco with approved sealant on top & sides. Install in accordance with manufacturer’s instructions over exterior sheathing. Seal joints and penetrations through weather-resistant barrier with specified tape and fasteners prior to installation of finish material. Air infiltration barrier shall be airtight and free from holes, tears, and punctures. All window and door penetrations are to be flashed and sealed per ASTM 2112, AAMA guidelines and manufacturer instructions. Cover with exterior cladding within six weeks of installation.

2.12 INSTALL RIGID INSULATION
Install rigid insulation over sheathing & weather barrier with manufacturer’s approved screws. Installation shall be plumb, square and level.

2.13 INSTALL METAL TRIM
Install metal trim starting from the bottom up using manufacturer’s approved screws. Metal trim is required at all edges of each cement panel. Screws must be long enough to penetrate the metal framing. Installation shall be plumb, square and level.

2.14 INSTALL FIBER - CEMENT SIDING
Install fiber-cement panels over insulation & metal trim with rust resistant flat-head screws. Fasteners shall be laid out in a uniform pattern in a using an evenly spaced design. Haphazard or sloppy fastener spacing will result in a correction notice. Adjacent edges shall be within 1/16” thickness tolerance to fit into metal trim. Panels shall be installed with manufacturer’s recommended spacing between edges to allow for expansion. Installation shall be plumb, square and level. Do not back-prime fiber-cement panels.

2.15 INSTALL FIBER - CEMENT TRIM BOARDS
Install fiber-cement trim boards with rust resistant flat-head screws. Fasteners shall be laid out in a uniform pattern in a using an evenly spaced design. Haphazard or sloppy fastener spacing will result in a correction notice. Pieces over 8 feet in length that require splices shall be within 1/16” thickness tolerance at the adjacent edges. Installation shall be plumb, square and level. Do not back-prime fiber cement trim boards.

2.16 DRYWALL REPAIR
Units were built in 1971 and are subject to lead safe work practices. Refer to Asbestos and Lead-based Paint Report for specific locations.

Secure the area, move all items from immediate area, mask area to protect resident belongings, protect flooring, walls and building from debris.

The only work on interior drywall shall be a 3/4” hole at pipe penetrations. See Section 3.7 “Angle Stops”. No other interior drywall surfaces shall be disturbed as part of this project.
If there is water damage and moisture is present, or there is evidence of mildew/mold, contractor is to secure the site. Do not disturbed the affected area. Seal affected area with 6mil black plastic taped to wall, clean up all debris and contact HACSB Project Coordinator for next steps.

2.17 EXTERIOR STUCCO REPAIR
Units were built in 1971 and are subject to lead safe work practices. Refer to Asbestos and Lead-based Paint Report for specific locations.

If it becomes necessary to remove or cut into wall surfaces, contractor shall secure the area, move all items from immediate area, and mask area to protect resident belongings including vehicles. Contractor shall protect walls and building from debris.

After opening the area, remove debris from unit for proper disposal.

If the area is to receive an access panel, contractor will prime all exposed wood surfaces on the interior of the opening before installing the panel. Panel will be sealed at all edges to prevent water penetration.

If the area is to be patched, the stucco texture and repairs shall be “corner to corner”. Contractor will prime the repaired area with 1 coat of exterior latex primer. Only areas penetrated by contractor shall be painted with primer. Finished paint coatings by others.

If there is water damage and moisture is present, or there is evidence of mildew/mold, contractor is to secure the site. Do not disturbed the affected area. Seal affected area with 6mil black plastic taped to wall, clean up all debris and contact HACSB Project Coordinator for next steps.

2.18 EXCLUSIONS
Environmental Abatement (mold/mildew), Concrete, Exterior Paint.

3 SCHEDULE
Contractor shall submit proposed work schedule detailing work location(s), work to be performed & work duration with the bid documents.

Tentative Construction Start Date: 6/1/2019
Tentative Construction Complete: 11/31/2019
HUD RAD Rehab Contract Deadline: 12/31/2019

Liquidated damages in the amount of $500 per day will be assessed for this project if it is not completed within 180 calendar days from notice to proceed.

4 PROJECT REQUIREMENTS

4.1 CONTRACTOR RESPONSIBILITIES

4.1.1 CODE OF CONDUCT
This contract is for construction work in occupied units. Contractor and all employees will present themselves and their staff in a professional manner at all times on site. Residents and HACSB staff will be treated with respect and courtesy at all times.
Contractors and employees must wear a uniform shirt clearly identifying the company.

No smoking on HACSB property per current HACSB lease agreements.

If a contractor’s employee is not in compliance with the terms of this agreement, or is disrespectful to residents or HACSB Staff, the employee will be asked to leave the worksite immediately.

4.1.2 GENERAL CONDITIONS
Contractor is responsible to secure any/all required permits required by local authorities and ordinances prior to start of construction.

Contractor shall coordinate the work for each area with HACSB two weeks prior to start.

A jobsite foreman is required to be present on site every day and have the authority to conduct business without delay to the construction project.

It is the responsibility of the contractor to verify all dimensions and quantities to meet the intent of the plans, scope of work, and specifications.

New material shall be stored neatly on pallets, covered and with proper ventilation.

Installation of contractor’s materials constitutes contractor’s acceptance of all previous work as being qualified to accept the new material.

Contractor and subcontractors are to protect adjacent materials at all times. Damage to adjacent material, will be the responsibility of the contractor causing damage to repair at no additional cost to HACSB.

The Contractor shall pick up all debris (including nails, scrap lumber, concrete forms, spikes...) continuously throughout each work day, properly removing from HACSB site each night.

Storage or sale of removed items or materials on-site will not be permitted.

Clean adjacent area of dust, dirt and debris caused by construction operations.

Return adjacent areas to condition existing before start of construction.

Entire construction site will be kept safe from public access at all times. Adequate barriers will be furnished and installed by the contractor as to provide public safety at all times, as well as work site safety at all times.

Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m.

Special hours of operation outside the normal hours must be approved by HACSB Coordinator.

4.1.3 PROJECT CONDITIONS
Contractor will be working in occupied units. Resident’s personal property must be protected at all times. Contractor to take reasonable means to protect resident’s possessions from dust, damages and accidents.
Work must be planned to ensure that water service to the dwelling unit is completely restored at the end of each work day.

Unit is to be cleaned, debris removed, resident’s items to be returned to proper location, and water services must be restored to each fixture by end of day.

Unit to be returned to pre-work condition, with minimal disruption to the residents. Any damages to HACSB or personal property will be the exclusive responsibility of the contractor to repair or replace to make resident whole and return the unit condition to pre-construction condition.

4.1.4 ENVIRONMENTAL CONTROLS
Units were built in 1971 and are subject to lead safe work practices. Refer to Asbestos and Lead-based Paint Report for specific locations.

Contractor shall comply with governing environmental protection regulations. Contractor will not create hazardous or objectionable conditions within units or on the property. Contractor will remove and transport debris in a manner that will prevent spillage or damage to adjacent surfaces and areas. Site will be left clean at the end of each day.

4.1.5 SUBMITTALS

4.1.5.1 SUBMIT WITH BID PACKAGE
Provide a copy of material certificates (and Technical Bulletins) signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

4.1.5.2 PRE-CONSTRUCTION SAMPLES
Any alternate materials must be approved in writing prior to mobilization. HACSB reserves the right to request physical samples of any materials.

4.2 HACSB RESPONSIBILITIES

4.2.1 PROJECT CONDITIONS
Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.

4.2.2 RESIDENT NOTICES
HACSB management will notify residents in advance of the project based on Contractor’s project schedule. Notification will include language to require removal of all personal property in any areas affected by construction operations.

4.2.3 ENTRY INTO UNITS
In compliance with the lease agreement, HACSB may provide the contractor access to units in the event residents are not at home. See Section 5.3.2 “Scheduling”

4.3 MUTUAL RESPONSIBILITIES

4.3.1 RESTROOM FACILITIES
Contractor shall not use resident facilities at any time. HACSB will provide access to restroom facilities for contractor staff. Contractor staff will make reasonable effort to keep restrooms in clean condition.
restrooms are not kept in clean condition, HACSB will remove access, and Contractor must provide portable sanitation facilities at contractor’s expense.

4.3.2 SCHEDULING

4.3.2.1 PRE-CONSTRUCTION PLANNING
Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration with the bid documents. HACSB will coordinate proposed work schedule(s) with other trades working at the site to ensure multiple trades are not working in the same location concurrently.

4.3.2.2 DURING CONSTRUCTION
Contractor shall submit up-to-date work schedule detailing work location, work to be performed & specific date(s) at least 2 weeks in advance of work inside a dwelling unit. HACSB will post legal entry notice 48 hours in advance of proposed work to allow access into the unit in the event that residents are not home. See Section 5.2.3 “Entry into Units”

4.3.3 INSPECTIONS
Contractor shall notify HACSB that units are ready for inspection. Water service must re-established and pipes pressurized prior to inspection. HACSB will inspect all plumbing work at completion of re-pipe before walls are covered up. If HACSB is not available within a reasonable time, it shall be the Contractor’s responsibility to take photographic evidence and furnish proof that the repairs were performed and completed properly. For invoicing purposes, 100% of units must be documented.

5 PROJECT RISKS

5.1 RAD REHAB CONTRACT DEADLINE
HACSB has entered into a binding contract with the U.S. Department of Housing & Urban Development to restructure certain real estate holdings. A major requirement of this contract includes funding for repairs to the buildings & surrounding areas.

5.1.1 RISK
HACSB is at risk of losing significant funding if this project is not completed on schedule. The terms of the HUD rehab contract stipulate that all work must be completed by 12/31/2019.

5.1.2 CONTINGENCY
Due to the contractual agreement with HUD, time is of the essence for this project. Liquidated damages in the amount of $500 per day will be assessed for this project if it is not completed within 180 days from the notice to proceed.

5.2 RESIDENT OCCUPANCY STANDARDS
Residents have entered into a binding contract with HACSB to have a fully functioning and safe dwelling unit, including utilities.

5.2.1 RISK
HACSB is at financial risk if contractor does not complete repairs on schedule. A dwelling unit must have hot & cold running water, functioning restroom & kitchen facilities, and conditioned space (heat/cool) to be approved for continued occupancy. If the contractor’s work progress as a result of this project results
in any utilities (water, gas, electrical) being inoperative by the end of the scheduled work day, this renders the unit below the HACSB Housing Quality Standards (HQS). HACSB must provide alternate living arrangements (hotel) for the duration of the utility interruption.

5.2.2 CONTINGENCY
If contractor fails to return the unit to HACSB HQS condition by the end of the scheduled work day, contractor will be assessed per diem charges for each night residents are displaced. Per diems are calculated per authorized resident based on the HACSB HQS Standard for family size and occupancy.

Current per diem rates are $102.00 per night for lodging and $61.00 per day for meals for each resident displaced. (Source: 2019 California, San Bernardino County Rates. www.federalpay.org)

6 STANDARDS AND COMPLIANCE

6.1 COMMUNICATIONS PLAN
A pre-construction meeting will be held at the jobsite prior to the start date. Contractor shall provide accurate construction schedule at the time of pre-construction meeting. A contact list with email and mobile phone numbers of key personnel will be disseminated to both parties prior to the start date. Contractor shall monitor & update the construction schedule weekly. All communication between HACSB and Contractor shall be in writing. Text messaging (SMS, MMS) are not valid or binding for change orders, notices, requests for information and other legal communication.

6.2 QUALITY MANAGEMENT PLAN
Quality shall be managed by a 6 part plan: Qualifications, Mock-Ups, Pre-Install Meeting, Inspections, Corrections and Warranty.

6.2.1 QUALIFICATIONS
Installer shall have experience with installation of the specific assemblies (metal framing, PEX, weather barrier, fiber-cement siding) under similar conditions. Installation shall be in accordance with manufacturer’s installation guidelines and recommendations. Source Limitations: Provide and install assemblies of materials and accessories produced by single manufacturer.

6.2.2 MOCK-UPS
Contractor shall install mock-up false wall section using approved metal framing, PEX pipe, pipe insulation, sheathing, weather barrier, rigid insulation, metal trim, fiber-cement panels & fiber-cement trim. The assembly shall include all fasteners, flashing, sealants, tape and related accessories per manufacturer’s current printed instructions and recommendations.

Mock-up size: 10 feet long by 4 feet high, at a corner intersection
Mock-up Substrate: Exterior Stucco Surface.
Mock-up may remain as part of the work.

6.2.3 PRE-INSTALL MEETING
Hold a pre-installation conference, two weeks prior to start of installation. Attendees shall include Contractor, Sub-Contractors, installer, HACSB Project Coordinator.
Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of construction materials and components, installer’s training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

6.2.4 INSPECTIONS

6.2.4.1 INSPECTIONS BY HACSB
HACSB may inspect work while installation in progress to verify proper materials are installed and the proper installation of materials.
HACSB will inspect all repairs and overall conditions upon completion, including proper finishes of wall and ceiling materials.
HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services.
Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications.

6.2.4.2 INSPECTIONS BY LOCAL BUILDING AGENCY
Contractor is responsible to secure any/all required permits required by local authorities and ordinances.
Contractor to schedule inspections prior to covering work.
Contractor to submit final inspection cards and/or other permit documents to HACSB upon completion and prior to final payment request.

6.2.5 CORRECTIONS

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

It is the responsibility of each contractor to protect their work from damage until such time that HACSB has accepted such work in writing.

All defects/damage will be repaired by contractor at the expense of the contractor prior to final acceptance. During this time if the unit fails to meet HQS standards, contractor is responsible for relocation of resident per section 6.2 "Resident Occupancy Standards”

6.2.6 WARRANTY

Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor’s performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications.

Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.
Contractor’s warranty in no way supersedes any manufacturer’s warranty or guarantee for any equipment or material supplied, or process used in the installation.

The full effect of all manufacturers’ warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer’s warranty.

In the event of Contractor’s failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor’s expense and will honor and pay the costs and charges therefore upon demand.

All warranties begin on the date of completion, documented by written acceptance of material and workmanship by HACSB.

6.3   STANDARDS COMPLIANCE
All work performed shall be in strict compliance with all plans and specifications for the project. The quality of the general contractor and subcontractor’s installation is expected to support the quality intent of the architect and builders design and specified materials.

6.3.1   MATERIALS SPECIFICATIONS
Submittals are to be approved by HACSB prior to installation of any materials. Any non-approved items used during construction will be replaced with HACSB approved material at the cost of the installation contractor.

All plumbing products shall be “Lead Free” per CA Health & Safety Code § 116875. For compliance information see the CA Dept of Toxic Substances website at: [www.dtsc.ca.gov/PollutionPrevention/LeadInPlumbing_Legislation.cfm](http://www.dtsc.ca.gov/PollutionPrevention/LeadInPlumbing_Legislation.cfm)

6.3.1.1   ACCESS PANELS
Interior - Flush mounted high impact polystyrene panel with snap-in cover. Acudor #PA3000, Oatey #34044
Exterior - Flush-mounted 14 gauge metal door with one piece 16 gauge trim flange and frame. Must have concealed hinges with stainless steel screwdriver operated cam-lock. Acudor #UF5000

6.3.1.2   ANGLE STOPS
All angle stops shall be ¼ turn ball valve style. Compression x Slip Joint Fittings
Size: 1/2” Nominal Copper Pipe (5/8” Dia. Compression) x 7/16 & 1/2” Slip Joint (1/2”MIP thread)
Brasscraft #KT3341

6.3.1.3   BALL VALVES
Lead-free brass full port ball valve with plastic coated stainless steel lever. NSF61 Certified. Ball valves must be threaded type.

6.3.1.4   CAULKING/SEALANT
Sealants in contact with PEX must be approved for use by manufacturer.
Sealants in contact with foam pipe insulation must be approved for use by manufacturer.
Sealants in contact with exterior insulation board must be approved for use by manufacturer.
Sealants in contact with fiber cement siding and trim must be approved for use by manufacturer.
6.3.1.5 COOLER SUPPLY FITTINGS
Any of the following 3 options will be acceptable depending on supply chain availability. All units must use the same option.

6.3.1.5.1 OPTION #1 - THREADED ANGLE STOP
Must sweat on a ½” MIP adapter to the copper pipe stub out.
Angle Stop - ½” FIP X ¼” OD Compression, Brasscraft #KTR07

6.3.1.5.2 OPTION #2 - THREADED BALL VALVE & MALE ADAPTER
Must sweat on a ½” MIP adapter to the copper pipe stub out.
Ball Valve - Standard ½” FIP Brass Ball Valve
Male Adapter - ½” MIP to ¼” COMP adapter - Brasscraft #68-4-8X

6.3.1.5.3 OPTION #3 - COMPRESSION ANGLE STOP & FEMALE ADAPTER
Angle Stop - Same as fixtures: 1/2” Nom CU Comp X 1/2”MIP, Brasscraft #KT3341
Female Adapter - ½” FIP to ¼” COMP adapter - Brasscraft #66-4-8X

6.3.1.6 COOLER SUPPLY TUBING
Cooler supply tubing shall be ¼” black or brown colored polyethylene, resistant to UV degradation.

6.3.1.7 COPPER PIPE AND FITTINGS
New copper pipe shall be Type “L”

6.3.1.8 CROSS-LINKED POLYETHYLENE PIPE (PEX)
New PEX pipe and fittings shall be type PEX-a. (expansion type), Manufacturer: Uponor or equivalent.

6.3.1.9 DRAIN PANS
Water Heater drain pans shall be non-flammable and corrosion resistant. 1 ½” high minimum.

6.3.1.10 EARTHQUAKE STRAPS
Must be approved by CA Office of State Architect (OSA). Perforated metal plumber’s strap is not acceptable.

6.3.1.11 FASTENERS
Screws shall be rust-resistant.

6.3.1.12 FIBER-CEMENT PANELS AND TRIM BOARDS
Exterior Paneling - Non-asbestos fiber-cement complying with ASTM C1186. James Hardie “Hardie Panel” or equivalent
Exterior Trim Boards - James Hardie “Hardie Trim”

6.3.1.13 FIXTURES
Bath Faucet - Bath faucets to be single lever. Valve function must be stainless steel ball type. Fitting size must be ½” MPT. Aspen or HD Supply #411845 or equivalent.
Kitchen Faucet - Kitchen faucets to be single lever (no spray hose). Valve function must be stainless steel ball type. Fitting size must be ½” MPT. Aspen or HD Supply #412349 or equivalent.
Shower Valve - Tub/Shower valves to be Delta #R10000-UNWS. This valve uses the same internal repair parts as the Kitchen & Bath faucets listed above. NO SUBSTITUTIONS

6.3.1.14 HOSE BIBBS
Must be threaded at the inlet fitting. ¼ turn ball valve style. Install non-removable anti-siphon valve at garden hose fitting.

6.3.1.15 METAL FRAMING
Metal studs and track shall be manufactured from structural quality steel having minimum yield strength of 33 ksi, having a minimum protective coating equal to G-60 galvanized finish, and conforming to one of the following standards: ASTM A 653, ASTM A 875, ASTM C 955, or ASTM A 1003.

6.3.1.16 METAL TRIM @ FIBER-CEMENT PANELS
Metal trim at joints and ends of fiber cement panels shall be extruded aluminum alloy 6063 T5 and have a .050” nominal wall thickness. Pieces shall be manufactured in 10’ lengths and shall have a standard Clear Anodized or Chem-Film Finish (for field priming & painting). For specific shapes and locations of trim metals see plans.

6.3.1.17 PAINT
Exterior - Vista Paint Uniprime 4000 Interior/Exterior 100% Acrylic Primer

6.3.1.18 PIPE INSULATION
Pipe insulation shall be NBR/PVC-based closed cell, flexible elastomeric foam insulation. Free of CFCs, HFCs, HCFCs, PBDEs, formaldehyde and fibers. An antimicrobial agent shall be incorporated into the product for protection against mold, fungal and bacterial growth. Must have a flame spread rating of 25 or less and a smoke development rating of 50 or less as tested to ASTM E84, “Surface Burning Characteristics of Building Materials”. Pipe insulation must be approved for direct burial if used in underground locations. Manufacturer: K-Flex or equivalent.

Pipe insulation R-Values shall be per the Table Below

<table>
<thead>
<tr>
<th>CU / PEX Pipe Size (Nominal)</th>
<th>Insulation I.D.</th>
<th>Insulation Wall Thickness</th>
<th>Minimum R-Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 / 8”</td>
<td>1 / 2”</td>
<td>1”</td>
<td>R-7.1</td>
</tr>
<tr>
<td>1 / 2”</td>
<td>5 / 8”</td>
<td>1”</td>
<td>R-6.8</td>
</tr>
<tr>
<td>3 / 4”</td>
<td>7 / 8”</td>
<td>3 / 4”</td>
<td>R-4.8</td>
</tr>
</tbody>
</table>

6.3.1.19 RIGID INSULATION BOARD
Exterior foam insulation panels shall be polyisocyanurate foam board.

6.3.1.20 SHEATHING
Exterior sheathing panels shall be APA Rated Sheathing, Span Rating 24OC, Exposure 1 for use in exterior applications. Panels shall have a fully water-proof bond designed for applications where long construction delays may be expected prior to providing protection, or where high moisture conditions may be encountered in service.
6.3.1.21 SUPPLY LINES @ FIXTURES
Sink & toilet supply lines shall be flexible polyethylene tube with braided stainless steel jacket. Threaded fittings must be ½” FIP to match angle stops and shower valves.

6.3.1.22 SUPPLY LINES @ WATER HEATER
Water heater supply lines shall be flexible corrugated stainless steel with ¾” FIP (female iron pipe) brass fitting at both ends. Both ends shall have female fitting to allow uniform repairs in the future. Length shall be chosen based on specific installation conditions, and shall not have excessive bends or kinks.

6.3.1.23 TRACER WIRE
Tracer wire for non-metallic pipe installed underground shall be #14 AWG, solid copper or copper clad steel. Jacket color per APWA uniform color code. Jacket must be designed for direct burial, HDPE or HMWPE. **Standard building wire with THHN jacket is not acceptable.**

6.3.1.24 VALVE BOX AND LID
For installation in landscaped areas - Polyethylene valve box. 13”W X 18”L X 12”D. Rain Bird #PVBSTD or equivalent.
For installation in paved areas, sidewalks - Reinforced concrete valve box with composite cap on the rim. 15”W X 25”L X 12”D. Christy B-16 or equivalent

6.3.1.25 VENTING
New vent pipe for exposed locations shall be minimum 30GA single wall galvanized steel.

6.3.1.26 WATER HEATERS
Domestic hot water heaters shall be high efficiency natural gas design. Water connections must be top mounted and must be equipped with brass full flow ball valve style drain valve. Must meet the thermal efficiency and standby loss requirements of the U.S. Department of Energy and current edition of ASHRAE/IES 90.1. Must comply with the Federal Energy Conservation Standards effective April 16, 2015, in accordance with the Energy Policy Conservation Act (EPCA), as amended. Minimum Energy Factor (EF) 0.63; First hour rating at least 70 Gallons per hour @135F. Water heater shall have a minimum 6-year warranty on tank and parts.

6.3.1.27 WEATHER BARRIER
Spun-bonded polypropylene weather membrane with a microporous coating, nonwoven, non-perforated. Typar “Building Wrap” or equivalent

6.3.1.28 OTHER MATERIALS
Any other materials not specifically described, but required for complete and proper installation, as selected by the Contractor are subject to HACSB approval. Submit proposed materials or substitutions with bid package.

6.3.2 WORKMANSHIP SPECIFICATIONS
Plumbing pipe and valve replacement shall strictly conform to the most stringent of the following:

- Applicable specifications outlined by the California Plumbing Code, any product manufacturer’s specifications or recommendations, any applicable local government codes and regulations of those specifications provided herein.
Work performed by the general contractors and/or subcontractors shall be performed in a good workmanlike manner and quality. Workmanlike quality is defined as workmanship that meets or exceeds Uniform Building Codes or specific city codes, whichever is more stringent.

6.4 REGULATORY COMPLIANCE
All work shall be in compliance with the following regulations:

6.4.1 FEDERAL REGULATIONS

6.4.1.1 UNITED STATES CODE
40 U.S.C. 3141-3148 Davis-Bacon Wage Act

6.4.1.2 CODE OF FEDERAL REGULATIONS
24 CFR 35 Lead based paint prohibition
40 CFR 745 Residential Property Renovation (Lead Based Paint)

6.4.2 CALIFORNIA REGULATIONS

6.4.2.1 CALIFORNIA ELECTRICAL CODE 2016
Section 250.104 Bonding of Piping Systems and Exposed Structural Metal

6.4.2.2 CALIFORNIA PLUMBING CODE 2016
Chapter 6 Section 609.9 Disinfection of Potable Water System
Chapter 6 Section 610.0 Size of Potable Water Piping

6.4.2.3 CALIFORNIA ENERGY CODE 2016
Chapter 9 Section 150.2(b)1G.i Residential Alterations/Water Heating/Pipe Insulation
Chapter 7 Section 150.0(j)2Aii Pipes over ¾” must be insulated
Chapter 3 Section 120.3A Minimum insulation values

6.4.2.4 CALIFORNIA GOVERNMENT CODE
SECTION 4216 Protection of Underground Infrastructure (Dig Alert)

6.4.3 LOCAL REGULATIONS

6.4.3.1 CITY OF BARSTOW MUNICIPAL CODE
TITLE 5 Business Licenses
TITLE 12 Public Improvements (Sidewalk Encroachment)
TITLE 15 Buildings & Construction

6.4.3.2 BARSTOW CODE OF ORDINANCES
950-2017 Construction Waste Management Plan

7 BUSINESS TERMS

7.1 PAYMENTS

7.1.1 MILESTONES
Invoices may be submitted at the following milestones:

- Mobilization - On the first day of construction - 10% of the contract total.
• Progress - Each thirty days - Completed units up to invoice date - pro-rated to 85% of the completed unit amount.
• Job Completion - All units are complete & all city inspections approved. - 85% of the contract total.
• Retention - Thirty days after project acceptance, 5% of the contract total.

7.1.1.1 MOBILIZATION INVOICE
The following documents shall be submitted:

• Contractor’s Invoice, on company letterhead, with unique Invoice number, with HACSB Contract number (PC XXXX) and job description.
• Schedule of Values (HUD form #51000)
• Periodic Estimate for Partial Payment (HUD form #51001)
• Conditional Release for materials and labor

7.1.1.2 PROGRESS INVOICE
The following documents shall be submitted:

• HACSB acceptance of stated completed work
• Contractor’s Invoice (see requirements in section 8.1.1.1)
• Schedule of Values (HUD form #51000)
• Periodic Estimate for Partial Payment (HUD form #51001)
• Conditional Release for materials and labor
• On-site daily sign in sheets
• Daily Activity logs
• Weekly Safety Meeting Report
• Certified Payroll completed in LCP Tracker

7.1.1.3 JOB COMPLETION INVOICE
The following documents shall be submitted:

• Same documents as a PROGRESS INVOICE listed above.
• Original signed off permit cards (if permits were required)
• Contractor’s Warranty

7.1.1.4 RETENTION INVOICE
The following documents shall be submitted:

• Contractor’s Invoice (see requirements in section 8.1.1.1)
• Unconditional Lien release upon final payment.

7.1.2 HACSB TERMS ARE NET 30 DAYS
Invoices will be processed only after all supporting documents have been approved by HACSB.

7.2 ADJUSTMENTS TO CONTRACT TIME / AMOUNT
Contractor cannot change materials, timeline, or contract sum without the express written approval of HACSB. See HUD 5370
7.2.1  **CONTRACT TIME**
If a proposed change to the scope of work results in additional time to complete the contract, contractor must submit a Request for Adjustment on the Contract Time within five business days of the change.

7.2.2  **CONTRACT AMOUNT**
If a proposed change to the scope of work results in an increase in the amount of the total contract, contractor must submit a Request for Adjustment on the Contract Amount within five business days of the change.

8  END SOW
Exhibit “B”

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS
PUBLIC HOUSING PROGRAMS
(form HUD – 5370)
Applicability. This form is applicable to any construction/development contract greater than $150,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.

(b) “Contract” means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) “Contracting Officer” means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) “Contractor” means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) “Drawings” means the drawings enumerated in the schedule of drawings contained in the Specifications and Drawings for Construction herein.

(f) “HUD” means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) “Project” means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) “PHA” means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(i) “Specifications” means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(j) “Work” means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent unless otherwise indicated of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor’s performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor’s responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect’s Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
(b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect’s duties and responsibilities may include but shall not be limited to:

(1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;

(2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

(3) Reviewing and making recommendations with respect to - (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor’s price breakdown and progress payment estimates; and,

(4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees.

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval, three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor’s right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the configuration and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is...
reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor’s risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to” or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown” “as indicated”, “as detailed”, or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.

(d) “Shop drawings” means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in its possession, which shall be
required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. “As-built drawings” shall be synonymous with “Record drawings.”

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on each set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer’s approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer’s approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor’s expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor’s name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any...
waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:
   (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
   (2) Protect the lives, health, and safety of other persons;
   (3) Prevent damage to property, materials, supplies, and equipment; and,
   (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:
   (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
   (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor’s representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors’ compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

(1) “Acceptance” means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.

(2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

(3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
(f) The PHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

(a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA’s possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA’s possession or use, notwithstanding the terms of the clause entitled ‘Permits and Codes’ herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.

(b) The Contractor shall remedy, at the Contractor’s expense, any failure to conform, or any defect. If in addition, the Contractor shall remedy, at the Contractor’s expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

(1) The Contractor’s failure to conform to contract requirements; or

(2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.

(d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed in writing, for the benefit of the PHA.

(3) Enforce all warranties for the benefit of the PHA.

(g) In the event the Contractor’s warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor’s, manufacturer’s or supplier’s warranty.
(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA’s rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA’s property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

This contract within _______ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.


In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than ________ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

1. The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

2. Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,

3. This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: __________________________________________
Title: ___________________________________________________________________________
Date: ___________________________________________________________________________

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor’s performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor’s performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

(g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.
Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA’s interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

(h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.

(i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor’s claim to amounts payable under this contract has been assigned.

(j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.

(k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA’s approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
   (1) In the specifications (including drawings and designs);
   (2) In the method or manner of performance of the work;
   (3) PHA-furnished facilities, equipment, materials, services, or site; or,
   (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor’s written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer’s failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

(a) “Claim,” as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer’s decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA’s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer’s decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to
proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor’s refusal or failure to complete the work within the specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor’s right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of $________ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor’s delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor’s right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor’s claim within days (60 days unless otherwise indicated) of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers’ Compensation, in accordance with state or Territorial Workers’ Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $________ [Contracting Officer insert amount]
per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $______ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder’s Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA’s existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women’s business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

(e) The Contractor shall send, to each labor union or housing representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers’ representative of the Contractor’s commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for future Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.


(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 this 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 regulations of 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 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).
41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

(a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. “Subcontract,” as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The Contractor agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be 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 a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

(a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. “Subcontract,” as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall
be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of Compliance” required by subparagraph (c)(2)(iii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under
the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility.

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


(j) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.


(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
Exhibit “C”
Additional General Provisions
ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   
   a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   
   b. “**Contractor**” means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with “supplier”, “vendor” or other similar term.
   
   c. “**Firm Price**” means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor’s cost experience in performing under the terms of the Agreement.
   
   d. “**HACSB**” means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.

2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor’s violation of this provision.

3. **CONTRACTOR’S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.

4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.

   a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.

   b. If “prepay and add” is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.

   c. On “F.O.B. Shipping Point” transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor’s own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.

6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor’s expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.
8. **INSPECTION, ACCEPTANCE AND REJECTION:**

   a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor’s quality assurance system or other business practices related to performance of the Work.

   b. All goods may be subject to inspection and test by HACSB or its authorized representatives.

   c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

   d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.

   e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. **SAMPLES:**

   a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.

   b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor’s expense.

10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

   a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB’s approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

   b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of
The carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

b. General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars ($1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

14. FORCE MAJEURE: Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

a. Acts of God or of the public enemy, and

b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California ad other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. TAXES: HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:
   a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
   b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
   c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
      i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
      ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
   d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
   e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
      i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or

iii. The modification by HACSB of the equipment furnished hereunder or of the software; or

iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

a. HACSB may, at any time, by written Stop Work order (“Stop Work Order”) to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:

i. Cancel the Stop Work Order; or

ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.

iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:

1. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and

2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. COVENANT AGAINST GRATUITIES: Contractor warrants that it complies with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. COMPLIANCE WITH DAVIS-BACON ACT: For construction agreements in excess of $2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of
HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of $2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: http://www.gpo.gov/davisbacon/. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less then those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor’s payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN $2,000):** In the event the Agreement Price is less than $2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor’s books and records, and interview Contractor’s employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.

26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of $10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. **NONDISCRIMINATION CLAUSE:**

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor’s failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

   b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

      i. the dangers of drug abuse in the workplace;
      
      ii. the person's or organization's policy of maintaining a drug-free workplace;
      
      iii. any available counseling, rehabilitation and employee assistance programs; and,
      
      iv. penalties that may be imposed upon employees for drug abuse violations.

   c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:

      i. will receive a copy of the company's drug-free policy statement; and,
      
      ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of $2,000, and in excess of $2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

   a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
   
   b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of $100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
37. **DOMESTIC PARTNERS:** For agreements over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
Exhibit “D”
Performance – Payment Bond
PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we ________________________ (Contractor) ____________________________, a ____________ (corporation) hereinafter called "Principal" and ________________ (Surety) of ____________________________, State of ____________________________, hereinafter called the "Surety", are held and firmly bound unto _________________, (Owner) of _____________________________ (City and State), hereinafter called "Owner" in the penal sum of ___________________________ Dollars ($_______) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _______ day of ________, 20____, a copy of which is hereto attached and made a part hereof for the construction of: ____________________________________________________________

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]
IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the __________ day of __________, 20___.

ATTEST:

“PRINCIPAL”

__________________________________  BY: ______________________________
(Principal) Secretary  NAME: ______________________________

(Seal)

__________________________________  BY: ______________________________
Witness as to Principal  NAME: ______________________________

(Address – Zip Code)

“SURETY”

__________________________________  BY: ______________________________
(Surety) Secretary  NAME: ______________________________

ITS: Attorney-in-Fact

(Seal)

__________________________________
(Address – Zip Code)

Witness as to Surety

__________________________________
(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.
Exhibit “E”

Stipulation of Lien
STIPULATION OF LIEN

Contract Number:

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number***** will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.

2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this ______ day of __________________, 20_____.

By: __________________________

Title: __________________________

NAME AND ADDRESS OF CONTRACTOR:

________________________________________

________________________________________

________________________________________

Sworn before me this _________ day of __________________, 20___.

________________________________________
(Notary Public)

My Commission Expires ____________________
(Date)
Exhibit “F”
Supplementary Conditions of the Contract for Construction (form HUD-92554)
Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each
classification for the time actually worked therein: Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“Administrator”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers
performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.
Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wa347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.(Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in
any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman’s hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws
approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.
(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40
U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both.”

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than $100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or
subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. **Certification.**

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor’s Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

**Article 2: Equal Employment Opportunity**

A. **Applicability.** This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff 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 setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area**

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.
**Article 4: Health and Safety**

A. This Article 4 is applicable only where the prime contract is in an amount greater than $100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.
Exhibit “G”
(form HUD-4010)
Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part
of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/w347Instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at a rate not less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to an approved program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by
the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
Exhibit “H”

Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act.
General Decision Number: CA190017 05/03/2019  CA17

Superseded General Decision Number: CA20180028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
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<th>Modification Number</th>
<th>Publication Date</th>
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<td>01/04/2019</td>
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<td>1</td>
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<tr>
<td>2</td>
<td>02/22/2019</td>
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<tr>
<td>3</td>
<td>05/03/2019</td>
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ASBE0005-002 07/01/2018

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<tr>
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<th>Fringes</th>
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<tbody>
<tr>
<td>Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....</td>
<td>$ 39.72</td>
</tr>
<tr>
<td>Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).................</td>
<td>$ 27.92</td>
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</table>
### ASBE0005-004  07/02/2018

<table>
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<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)</td>
<td>$19.93  11.72</td>
</tr>
</tbody>
</table>

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* BRCA0004-001  05/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
</table>
| Bricklayer; Marble Setter
  - Los Angeles County: $39.91  15.45
  - Orange County: $39.13  15.11
  - Riverside & San Bernardino Counties: $39.07  14.57
  - Ventura County: $39.22  16.93 |

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

---

* BRCA0004-004  11/01/2017

<table>
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<tr>
<th>Rates</th>
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<tbody>
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* BRCA0004-009  05/01/2018

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<tr>
<td>Bricklayer; Marble Setter</td>
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</tbody>
</table>

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars ($3.00) above the standard San Bernardino/Riverside County hourly wage rate

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* BRCA0018-001  07/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Marble Finisher: $30.93  12.95
| Tile Finisher: $25.98  11.23 |

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* BRCA0018-002  07/01/2017

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</table>

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SAN LUIS OBISPO AND SANTA BARBARA

Rates Fringes
TILE LAYER.......................$ 37.76  16.37

BRCA0018-003 07/01/2017

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

Rates Fringes
TILE LAYER.......................$ 37.76  16.37

BRCA0018-010 09/01/2017

Rates Fringes
TERRAZZO FINISHER...............$ 29.75  12.91
TERRAZZO WORKER/SETTER...........$ 36.75  13.82

CARP0409-003 07/01/2018

Rates Fringes
Drywall
(1) Work on Wood-Framed
Single Family Homes, and
Wood-Framed Apartment
Buildings up to and
including 4 Stories
Drywall Installer/Lather...$ 22.10  11.08
Stocker/Scraper.............$ 10.00  6.67
(2) All other Work
Drywall Installer/Lather...$ 42.41  19.17
Stocker/Scraper.............$ 10.00  6.67

CARP0409-004 07/01/2018

Rates Fringes
Work on wood frame single family homes and apartments up to and
including 4 stories:

CARPENTER
Cabinet installer..........$ 41.84  17.48
Fence builder.............$ 31.63  16.73
Framer & finish carpenter...$ 42.54  17.48
Insulation installer........$ 41.84  17.48
Roof loader of shingles...$ 16.32  11.58
Shingler.....................$ 28.70  11.58
Subterranean garage concrete construction and
carpenters performing on
grade slab concrete
construction.................$ 28.18  11.58

CARP0409-009 07/01/2008

Rates Fringes
Modular Furniture Installer......$ 19.00          7.41
------------------------------------------------------------------
ELEC0011-003 01/30/2017

LOS ANGELES

Rates Fringes

ELECTRICIAN (does not include
fire alarm, hold-up alarm,
burglar alarm and
surveillance systems).........$ 20.20          9.70
------------------------------------------------------------------
ELEC0011-006 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

Rates Fringes

Communications System
 Installer...............$ 36.07          3%+14.43
 Technician..............$ 33.30          3%+27.82

SCOPE OF WORK: Installation, testing, service and maintenance
of systems utilizing the transmission and/or transference
of voice, sound, vision and digital for commercial,
educational, security and entertainment purposes for the
following: TV monitoring and surveillance, background -
foreground music, intercom and telephone interconnect,
microwave transmission, multi-media, multiplex, nurse call
systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems; inclusion or exclusion of terminations and
testings of conductors determined by their function;
excluding all other data systems or multiple systems which
include control function or power supply; excluding
installation of raceway systems, conduit systems, line
voltage work, and energy management systems.

------------------------------------------------------------------
ELEC0413-002 01/01/2019

SANTA BARBARA COUNTY

Rates Fringes

Electricians...............$ 35.25          3%+3.00

WORK AT VANDENBERG AFB: $3.75 additional per hour.
------------------------------------------------------------------
ELEC0413-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

Rates Fringes

Communications System
 Installer...............$ 35.12          3%+12.71
SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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ELEC0440-002 01/01/2018
RIVERSIDE

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN......................$ 39.77</td>
<td>23.24</td>
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ELEC0440-005 12/31/2018
COMMUNICATIONS AND SYSTEMS WORK
RIVERSIDE AND SAN BERNARDINO COUNTIES

<table>
<thead>
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<th>Rates</th>
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<tbody>
<tr>
<td>Communications System Installer...................$ 33.09</td>
<td>15.89</td>
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<tr>
<td>Technician..................$ 33.09</td>
<td>15.89</td>
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</tbody>
</table>

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

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* ELEC0441-002 02/25/2019

ORANGE
https://www.wdol.gov/wdol/scafles/davisbacon/CA17.dvb?v=3
### SAN BERNARDINO

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<tr>
<td>ELECTRICIAN</td>
<td>$ 26.50</td>
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### IMPERIAL

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<th>Rates</th>
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<tr>
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<td>$ 27.25</td>
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### SAN LUIS OBISPO

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<tr>
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<td>$ 23.50</td>
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<td>ELEC0639-003</td>
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### COMMUNICATIONS AND SYSTEMS WORK

### SAN LUIS OBISPO COUNTY

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<tbody>
<tr>
<td>Communications System Installer</td>
<td>$ 32.50</td>
</tr>
<tr>
<td>Communications System Technician</td>
<td>$ 30.89</td>
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**SCOPE OF WORK:** Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.
### ELEC0952-002 12/31/2018

**VENTURA**

<table>
<thead>
<tr>
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<tr>
<td><strong>CABLE SPLICER</strong></td>
<td></td>
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<tr>
<td>All work within 32 road miles or less from the nearest base point..........$ 43.73</td>
<td>27.41</td>
</tr>
<tr>
<td><strong>ELECTRICIAN</strong></td>
<td></td>
</tr>
<tr>
<td>All work within 32 road miles or less from the nearest base point..........$ 39.08</td>
<td>26.99</td>
</tr>
</tbody>
</table>

**ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:**
Add $5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

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### ELEC0952-004 12/31/2018

**COMMUNICATIONS AND SYSTEMS WORK**

**VENTURA COUNTY ONLY**

<table>
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<tbody>
<tr>
<td><strong>Communications System</strong></td>
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<tr>
<td>Installer.................$ 34.37</td>
<td>14.61</td>
</tr>
<tr>
<td>Technician.............$ 30.10</td>
<td>12.78</td>
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</table>

**SCOPE OF WORK:** Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

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### ELEV0008-004 01/01/2019

**SAN LUIS OBISPO**

<table>
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<tr>
<td><strong>ELEVATOR MECHANIC</strong></td>
<td></td>
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<tr>
<td>..................$ 67.56</td>
<td>34.125</td>
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</table>

**FOOTNOTE:**

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337
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. 

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ELEV0018-004 01/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

Rates Fringes

ELEVATOR MECHANIC.................$ 55.58 34.125

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service. 

----------------------------------------------------------------

ENGI0012-001 07/01/2018

Rates Fringes

OPERATOR: Power Equipment
(Cranes, Piledriving & Hoisting)

GROUP 1.......................$ 46.65 25.25
GROUP 2.......................$ 47.43 25.25
GROUP 3.......................$ 47.72 25.25
GROUP 4.......................$ 47.86 25.25
GROUP 5.......................$ 48.08 25.25
GROUP 6.......................$ 48.19 25.25
GROUP 7.......................$ 48.31 25.25
GROUP 8.......................$ 48.48 25.25
GROUP 9.......................$ 48.65 25.25
GROUP 10......................$ 49.65 25.25
GROUP 11......................$ 50.65 25.25
GROUP 12......................$ 51.65 25.25
GROUP 13......................$ 52.65 25.25

OPERATOR: Power Equipment

GROUP 1.......................$ 45.30 25.25
GROUP 2.......................$ 46.08 25.25
GROUP 3.......................$ 46.37 25.25
GROUP 4.......................$ 47.86 25.25
GROUP 5.......................$ 48.96 25.25
GROUP 6.......................$ 48.08 25.25
GROUP 7.......................$ 49.18 25.25
GROUP 8.......................$ 48.19 25.25
GROUP 9.......................$ 49.29 25.25
GROUP 10.....................$ 48.31 25.25
GROUP 11.....................$ 49.41 25.25
GROUP 12.....................$ 49.48 25.25
GROUP 13.....................$ 48.58 25.25
GROUP 14.....................$ 48.61 25.25
GROUP 15.....................$ 48.69 25.25
GROUP 16.....................$ 48.81 25.25
GROUP 17.....................$ 48.98 25.25
GROUP 18....................$ 49.08            25.25  
GROUP 19....................$ 49.19            25.25  
GROUP 20....................$ 49.31            25.25  
GROUP 21....................$ 49.48            25.25  
GROUP 22....................$ 49.58            25.25  
GROUP 23....................$ 49.69            25.25  
GROUP 24....................$ 49.81            25.25  
GROUP 25....................$ 49.98            25.25  

PREMIUM PAY:
$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: $2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and
including 100 tons mrc); Derrick barge operator (over 50 
ton up to and including 100 tons mrc); Hoist operator, 
stiff legs, Guy derrick or similar type (over 50 tons up to 
and including 100 tons mrc); Mobile tower crane operator 
(over 50 tons, up to and including 100 tons M.R.C.); Tower 
crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and 
including 200 tons mrc); Derrick barge operator (over 100 
ton up to and including 200 tons mrc); Hoist operator, 
stiff legs, Guy derrick or similar type (over 100 tons up 
to and including 200 tons mrc); Mobile tower crane operator 
(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 
300 tons mrc); Derrick barge operator (over 200 tons up to 
and including 300 tons mrc); Hoist operator, stiff legs, 
Guy derrick or similar type (over 200 tons, up to and 
including 300 tons mrc); Mobile tower crane operator (over 
200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge 
operator (over 300 tons); Helicopter pilot; Hoist operator, 
stiff legs, Guy derrick or similar type (over 300 tons); 
Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch 
Witch, with seat or similar type equipment; Elevator 
operator-inside; Engineer Oiler; Forklift operator 
(includes loed, lull or similar types under 5 tons; 
Generator operator; Generator, pump or compressor plant 
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); 
Concrete mixer operator-skip type; Conveyor operator; 
Fireman; Forklift operator (includes loed, lull or similar 
types over 5 tons; Hydrostatic pump operator; oiler crusher 
(asphalt or concrete plant); Petromat laydown machine; PJU 
side dum jack; Screening and conveyor machine oeprator (or 
similar types); Skiploader (wheel type up to 3/4 yd. 
without attachment); Tar pot fireman; Temporary heating 
plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar 
type (side steer); Equipment greaser (rack); Ford Ferguson 
(with dragtype attachments); Helicopter radioman (ground); 
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or 
similar type); Boring machine operator; Boxman or mixerman 
(asphalt or concrete); Chip spreading machine operator; 
Concrete cleaning decontamination machine operator; 
Concrete Pump Operator (small portable); Drilling machine 
operator, small auger types (Texoma super economatic or 
similar types - Hughes 100 or 200 or similar types - 
drilling depth of 30' maximum); Equipment greaser (grease 
truck); Guard rail post driver operator; Highline cableway 
signalman; Hydra-hammer-aero stomper; Micro Tunneling 
(above ground tunnel); Power concrete curing machine 
operator; Power concrete saw operator; Power-driven jumbo 
form setter operator; Power sweeper operator; Rock Wheel 
Saw/Trencher; Roller operator (compacting); Screed operator 
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scaper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie paddor or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpiller, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;
Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: $1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50
yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired
earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

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IRON0433-005 01/01/2019

REMAINING COUNTIES

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PREMIUM PAY:

$6.00 additional per hour at the following locations:
China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island,

$4.00 additional per hour at the following locations:
Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00220-003 07/01/2018

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

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<tr>
<td>GROUP 5.................$ 37.24</td>
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</tr>
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</table>

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a
worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from ready-mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt
spread boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

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<td><strong>Rates</strong></td>
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<td>GROUP 5</td>
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</table>

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GROUP 1: Cleaning and handling of panel forms; Concrete
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**SCOPE OF WORK:** Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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<td>(2) All Other Work</td>
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VENTURA COUNTY

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"applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

<table>
<thead>
<tr>
<th>LAB00585-004 07/01/2018</th>
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<tbody>
<tr>
<td><strong>VENTURA COUNTY</strong></td>
</tr>
<tr>
<td>Rates</td>
</tr>
<tr>
<td>-------------------------</td>
</tr>
<tr>
<td>Brick Tender..............$ 32.26</td>
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<table>
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<tr>
<th>LAB00652-002 07/01/2018</th>
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<tbody>
<tr>
<td><strong>Residential, 4 Stories</strong></td>
</tr>
<tr>
<td><strong>ORANGE COUNTY</strong></td>
</tr>
<tr>
<td>Rates</td>
</tr>
<tr>
<td>----------------</td>
</tr>
<tr>
<td>GROUP</td>
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<tr>
<td>4</td>
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<td>5</td>
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</table>

**LABORER CLASSIFICATIONS**

**GROUP 1:**
- Cleaning and handling of panel forms;
- Concrete screeding for rough strike-off;
- Concrete, water curing;
- Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber;
- Fire watcher, limber, brush loader, piler and debris handler;
- Flag person;
- Gas, oil and/or water pipeline laborer;
- Laborer, asphalt-rubber material loader;
- Laborer, general or construction;
- Laborer, general clean-up;
- Laborer, landscaping;
- Laborer, jetting;
- Laborer, temporary water and air lines;
- Material hose operator (walls, slabs, floors and decks);
- Plugging, filling of shear bolt holes;
- Dry packing of concrete and patching;
- Post hole digger (manual);
- Railroad maintenance, repair track person and road beds;
- Streetcar and railroad construction track laborers;
- Rigging and signaling;
- Scaler;
- Slip form raiser;
- Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface;
- Tar and mortar;
- Tool crib or tool house laborer;
- Traffic control by any method;
- Window cleaner;
- Wire mesh pulling - all concrete pouring operations

**GROUP 2:**
- Asbestos abatement;
- Asphalt shoveler;
- Cement dumper (on 1 yd. or larger mixer and handling bulk cement);
- Cesspool digger and installer;
- Chucktender;
- Chute handler, pouring concrete, the handling of the chute from ready-mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks;
- Concrete curer, impervious membrane and form oiler;
- Cutting torch operator (demolition);
- Fine grader, highways and street paving, airport, runways and similar type heavy construction;
- Gas, oil and/or water pipeline wrapper - pot tender and form person;
- Guinea chaser;
- Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt;
- Laborer, packing rod steel and pans;
- Membrane vapor barrier installer;
- Power broom sweeper (small);
- Riprap stonepaver, placing stone or wet sacked concrete;
- Roto scraper and tiller;
- Sandblaster (pot tender);
- Septic tank digger and installer (lead);
- Tank scaler and cleaner;
- Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder;
- Underground laborer, including caisson bellower

**GROUP 3:**
- Buggymobile person;
- Concrete cutting torch;
- Concrete pile cutter;
- Driller, jackhammer, 2-1/2 ft. drill steel or longer;
- Dri-pak-it machine;
- Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out;
- High scaler (including drilling of same);
- Hydro seeder and similar type;
- Impact wrench multi-plate;
- Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing);
- Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;
- Operation of remote controlled robotic tools in connection
with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

-------------------------------------------------------------------------------------------------
LABO0652-004 07/01/2018

ORANGE COUNTY

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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORER</td>
<td>Brick Tender .................</td>
<td>$ 32.26</td>
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LABO0783-003 07/01/2018

Residential, 4 Stories

SAN BERNARDINO COUNTY

<table>
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<tr>
<th>Rate Groups</th>
<th>Rates</th>
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<tr>
<td>LABORER</td>
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<td>$ 37.24</td>
</tr>
<tr>
<td></td>
<td>GROUP ..........................</td>
<td>$ 35.84</td>
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LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping
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LAB00783-006 07/01/2018
SAN BERNARDINO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Brick Tender..............................$ 32.26</td>
<td>18.40</td>
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</table>

LAB01184-001 07/01/2018

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</table>
| Laborers: (HORIZONTAL DIRECTIONAL DRILLING)  
 (1) Drilling Crew Laborer...$ 35.70 | 14.03 |
| (2) Vehicle Operator/Hauler.$ 35.87 | 14.03 |
| (3) Horizontal Directional Drill Operator..............$ 37.72 | 14.03 |
| (4) Electronic Tracking Locator.....................$ 39.72 | 14.03 |
| Laborers: (STRIPING/SLURRY SEAL)  
 GROUP 1......................$ 35.86 | 16.21 |
| GROUP 2..........................$ 37.16 | 16.21 |
| GROUP 3..........................$ 39.17 | 16.21 |
| GROUP 4.........................$ 40.91 | 16.21 |

LABORERS - STRIPING CLASSIFICATIONS
GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

----------------------------------------------------------------

LABO1184-003 07/01/2018

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>LABORER</td>
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<tr>
<td>GROUP 1</td>
<td>$ 34.24</td>
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<td>$ 36.89</td>
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<tr>
<td>GROUP 5</td>
<td>$ 37.24</td>
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</tbody>
</table>

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LAB01184-005 07/01/2018

IMPERIAL AND RIVERSIDE COUNTIES

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<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Brick Tender</td>
<td>$ 32.26</td>
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LAB01414-002 08/08/2018

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<td>Laborers: (1 to 3 Stories)</td>
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<tr>
<td>Plaster Clean-Up Laborer</td>
<td>$ 33.82</td>
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<tr>
<td>Plaster Tender</td>
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<tr>
<td>Laborers: (4 Stories)</td>
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<tr>
<td>Plaster Clean-up Laborer</td>
<td>$ 33.82</td>
<td>19.40</td>
</tr>
<tr>
<td>Plaster Tender</td>
<td>$ 36.37</td>
<td>19.40</td>
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</tbody>
</table>

Work on a swing stage scaffold: $1.00 per hour additional.

Work at Military Bases - $3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, George AFB, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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PAIN0036-005 07/01/2018

<table>
<thead>
<tr>
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<td>PAINTER (including lead abatement)</td>
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<tr>
<td>Imperial, Los Angeles, Orange, Riverside &amp; San Bernardino</td>
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<tr>
<td>(1) Repaint</td>
<td>$ 27.59</td>
<td>14.92</td>
</tr>
<tr>
<td>(2) All other work</td>
<td>$ 31.12</td>
<td>15.04</td>
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<tr>
<td>(3) Journeyman &amp; Industrial</td>
<td>$ 32.02</td>
<td>12.93</td>
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<tr>
<td>San Luis Obispo, Santa Barbara &amp; Ventura</td>
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</table>
(1) Repaint................$ 24.40            14.82  
(2) All other work.........$ 29.04            14.98  
(3) Journeyman &  
    Industrial................$ 32.52            15.44  

PAIN0036-011 10/01/2018

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN  
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

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PAIN0036-014 10/01/2018

IMPERIAL

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PAIN0036-018 06/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA  
AND VENTURA

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<td>GLAZIER.........................$ 42.20            25.50</td>
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FOOTNOTE: Additional $1.25 per hour for work in a condo,  
from the third (3rd) floor and up. Additional $1.25 per  
hour for work on the outside of the building from a swing  
stage or any suspended contrivance, from the ground up.  

PAIN0036-020 01/01/2019

IMPERIAL

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PAIN0169-007 01/01/2018

SAN LUIS OBISPO

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<tbody>
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<td>GLAZIER.........................$ 35.00            26.26</td>
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* PAIN1247-003 01/01/2019

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS  
OBISPO, SANTA BARBARA AND VENTURA

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PLAS0200-002 08/02/2017

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>PLASTERER</td>
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<tr>
<td>1 - 3 stories</td>
<td>$32.61</td>
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PLAS0500-003 07/01/2018

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<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$35.75</td>
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PLUM0016-011 09/01/2018

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<tr>
<td>Residential</td>
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PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

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<tbody>
<tr>
<td>REFRIGERATION MECHANIC</td>
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</tr>
<tr>
<td>Refrigeration Fitter</td>
<td>$45.50</td>
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<tr>
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ROOF0036-001 08/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

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<tbody>
<tr>
<td>Roofer</td>
<td>$38.12</td>
</tr>
<tr>
<td></td>
<td>16.97</td>
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</tbody>
</table>

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive $1.75 per hour "pitch premium" pay.

ROOF0045-003 07/01/2018

IMPERIAL

<table>
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<tbody>
<tr>
<td>Roofer</td>
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<tr>
<td></td>
<td>8.62</td>
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</table>

SFCA0669-005 04/01/2018

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles City)
Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>SPRINKLER FITTER</td>
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</tr>
<tr>
<td>Area 1......................$ 38.28</td>
<td>15.84</td>
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<tr>
<td>Area 2......................$ 38.85</td>
<td>21.87</td>
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</table>

SFCA0709-002 01/01/2018

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>SPRINKLER FITTER</td>
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</tr>
<tr>
<td>Area 1......................$ 42.26</td>
<td>25.92</td>
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</table>

SHEE0105-001 07/01/2018

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>SHEET METAL WORKER</td>
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<tr>
<td>AREA 1.................$ 26.57</td>
<td>10.42</td>
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<tr>
<td>AREA 2.................$ 29.54</td>
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SHEE0206-003 07/01/2017

IMPERIAL

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<tbody>
<tr>
<td></td>
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</tbody>
</table>
Sheet Metal (TECHNICIAN)........$ 27.70 8.43
SHEET METAL WORKER............$ 36.88 26.52

SHEET METAL TECHNICIAN - SCOPE:
 a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
 b. New single family residential buildings including tracts.
 c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
 d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under $1,000,000
 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

---------------------------------------------------------------------
SHEE0273-001 08/01/2018

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

Rates Fringes
SHEET METAL WORKER............$ 43.88 28.97


---------------------------------------------------------------------
TEAM0011-001 07/01/2018

Rates Fringes
Truck drivers:
 GROUP 1.........................$ 30.59 28.59
 GROUP 2.........................$ 30.74 28.59
 GROUP 3.........................$ 30.87 28.59
 GROUP 4.........................$ 31.06 28.59
 GROUP 5.........................$ 31.09 28.59
 GROUP 6.........................$ 31.12 28.59
 GROUP 7.........................$ 31.37 28.59
 GROUP 8.........................$ 31.62 28.59
 GROUP 9.........................$ 31.82 28.59
 GROUP 10.......................$ 31.12 28.59
 GROUP 11.......................$ 32.62 28.59
 GROUP 12.......................$ 33.05 28.59

WORK ON ALL MILITARY BASES - $3.00 PER HOUR ADDITIONAL:
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person ($0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - $1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

-----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

================================================================

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than "SU" or
"UAVG" denotes that the union classification and rate were
prevailing for that classification in the survey. Example:
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
the union which prevailed in the survey for this
classification, which in this example would be Plumbers. 0198
indicates the local union number or district council number
where applicable, i.e., Plumbers Local 0198. The next number,
005 in the example, is an internal number used in processing
the wage determination. 07/01/2014 is the effective date of the
most current negotiated rate, which in this example is July 1,
2014.

Union prevailing wage rates are updated to reflect all rate
changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that
no one rate prevailed for this classification in the survey and
the published rate is derived by computing a weighted average
rate based on all the rates reported in the survey for that
classification. As this weighted average rate includes all
rates reported in the survey, it may include both union and
non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average
calculation of rates and are not majority rates. LA indicates
the State of Louisiana. 2012 is the year of survey on which
these classifications and rates are based. The next number, 007
in the example, is an internal number used in producing the
wage determination. 5/13/2014 indicates the survey completion
date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a
new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that
no single majority rate prevailed for those
classifications; however, 100% of the data reported for the
classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
4.) All decisions by the Administrative Review Board are final.

=================================================================

END OF GENERAL DECISION
FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Procurement Policy Revisions

RECOMMENDATION(S)
1. Adopt Resolution No. 76 revising the Housing Authority of the County of San Bernardino Statement of Procurement Policy as follows:
   a. Increase the Micro-Purchase Threshold to $10,000
   b. Increase the Simplified Acquisition (Small Purchase) Threshold to $250,000
   c. Increase the expenditure and contracting authority of the Executive Director to procure goods, services and construction in an amount not to exceed $250,000; and professional services, consultants, architects and engineers in an amount not to exceed $75,000.
   d. Authorize the Executive Director to approve change orders for Board of Commissioners approved procurements up to 10% of the Board approved amount, not to exceed $250,000.
   e. Delete references to the Board of Governors due to the reorganization of the Housing Authority of the County of San Bernardino.

GOALS & OBJECTIVES
HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.

FINANCIAL IMPACT
Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is not financial impacts associated with this item.

BACKGROUND INFORMATION
On March 12, 2019, the United States Department of Housing and Urban Development (HUD) Office for Public and Indian Housing notified all Public Housing Agencies (PHAs) of the implementation of statutory changes to the Micro-Purchase and the Simplified Acquisition Thresholds for financial assistance. Section 806 of the National Defense Authorization Act (NDAA) for FY 2018, enacted on December 12, 2017, had raised the micro-purchase threshold to $10,000, and Section 805 of the NDAA raised the simplified acquisition threshold to $250,000 for all grant recipients (Nonfederal entities, as defined in 2 CFR 200.69 (e.g., PHAs)). HUD's March 12, 2019, notification officially authorized all PHAs to utilize these higher thresholds. Approval of this item will amend the agency's procurement policy to increase the Micro-Purchase Threshold from $3,000 to $10,000, and increase the Simplified Acquisition (Small Purchase) Threshold from $150,000 to $250,000.

As defined under the procurement policy, a “Micro-Purchase” (proposed up to $10,000) is a purchase which can be completed without soliciting competitive quotations, provided the price is deemed to be reasonable and such purchases are distributed equitably among qualified vendors.
A “Small Purchase” within the Simplified Acquisition Threshold (proposed between $10,000 and $250,000) is a purchase which requires the direct solicitation of a reasonable number of quotes (at least 3) which are compared to an independent cost estimate to document price reasonableness. In both cases, policy dictates that the Contracting Officer (the Executive Director or her designee) is responsible for documenting the price reasonableness with each purchase.

HACSB’s procurement policy currently authorizes the Executive Director to execute contracts for goods, services and construction up to $100,000 and professional consulting service contracts up to $25,000 without prior Board of Commissioners (Board) approval. Up until December 2016, the Executive Director’s $100,000 threshold mirrored the Simplified Acquisition (Small Purchase) Threshold in the procurement policy. In December, 2016, the Board approved the last increases to the Micro-Purchase and Simplified Acquisition Thresholds to $3,000 and $150,000 respectively, but the Executive Director’s authorization remained at $100,000. Staff is now proposing that the Executive Director be authorized under the procurement policy to execute transactions up to the new Simplified Acquisition (Small Purchase) Threshold of $250,000 for goods, services and construction, and up to $75,000 for professional consulting services to match the federal statutory changes.

The current HACSB Statement of Procurement Policy is silent with regard to the approval process for change orders (proposed price increases) to contracts previously approved by the Board (currently all contracts over $150,000, now proposed to be over $250,000). Staff is herewith proposing that the Executive Director be authorized under the procurement policy to execute contract change orders which cumulatively total up to but not exceeding 10% of the Board approved contract amount, but in no case exceeding $250,000. Cumulative contract change orders exceeding 10% of the original board approved amount or $250,000 shall require board approval. Such revisions match the federal statutory changes and are necessary to ensure efficiency of procurement operations, timely turnaround of contract executions and to better align with costs experienced in the current business environment.

<table>
<thead>
<tr>
<th></th>
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<th>Proposed Thresholds</th>
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<tbody>
<tr>
<td>Executive Director Approval</td>
<td>$100,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Micro Purchase</td>
<td>$3,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Simplified Acquisition (Small Purchase)</td>
<td>$150,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>Professional Consulting</td>
<td>$25,000</td>
<td>$75,000</td>
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The Statement of Procurement Policy was also revised to remove references to the Board of Governors due to the reorganization of the HACSB approved by the County of San Bernardino Board of Supervisors on October 22, 2019 as well as to combine previous adopted procurement policies into one document.

Exhibit A to the Resolution is a copy of the HACSB Statement of Procurement Policy.

**PROCUREMENT**

Not applicable.
REVIEW BY OTHERS
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 19, 2019
HOUSING AUTHORITY RESOLUTION NO. 2020-76

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ADOPTING REVISIONS TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO’S STATEMENT OF PROCUREMENT POLICY

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is a public agency and required to maintain a written procurement policy which outlines the guidelines and procedures for purchasing; and

WHEREAS, HACSB periodically reviews its procurement policy to align with applicable regulations and laws; and

WHEREAS, HUD notified public housing agencies on March 12, 2019, that they are authorized to align their procurement thresholds with recently issued guidance of the Office of Management and Budget (OMB); and

WHEREAS, the HACSB desires to amend its procurement policies and procedures in accordance with the HUD/OMB guidance.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the revisions to the HACSB Statement of Procurement Policy, a copy of which is attached hereto as Exhibit “A” and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA )
COUNTY OF SAN BERNARDINO ) ss.

I, ____________, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, ____, 20__.

Secretary
By ____________________________________________

Deputy
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
PROCUREMENT AND CONTRACTS DEPARTMENT
715 E. BRIER DRIVE, SAN BERNARDINO, CA 92408

STATEMENT OF PROCUREMENT POLICY

ADOPTED: DECEMBER 12, 2007
RESOLUTION 2196

REVISED: OCTOBER 14, 2009
RESOLUTION 2255

REVISED: OCTOBER 13, 2010
RESOLUTION 2290

REVISED: JULY 13, 2011
RESOLUTION 2320

REVISED: OCTOBER 12, 2011
RESOLUTION 2332

REVISED: DECEMBER 13, 2016
RESOLUTION 29

REVISED: JANUARY 14, 2020
RESOLUTION 76
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2 CFR §200.317 through §200.326
1.01 **PURPOSE**

The purpose of this Housing Authority of the County of San Bernardino (HACSB) Procurement Policy is to establish a broad framework of policies and guidelines to ensure that HACSB’s purchasing and contracting functions promote administrative flexibility and efficiency, while at the same time maintaining prudent internal controls and compliance with applicable statutes and regulations.

Specific purposes of these Procurement Policies include, but are not limited to, the following:

A.) **Fairness and Objectivity:** Providing a fair, objective, and equitable selection and contracting environment for all individuals and firms seeking to contract with HACSB.

B.) **Ensuring Reasonable Costs:** Promoting competition, and negotiating (where applicable), to ensure that HACSB receives the most favorable prices and terms in its contracts.

C.) **Efficiency:** Ensuring that supplies and services (consultant, construction, social services, etc.) are obtained efficiently and effectively.

D.) **Accountability:** Promoting accountability of contracting actions by HACSB employees and encouraging employees to protect HACSB’s financial and other interests.

E.) **Value-Added Procurement:** Facilitating a procurement process that provides service and value to HACSB in obtaining goods and services.

F.) **Ethical Standards:** Ensuring that HACSB’s procurement activities are conducted with the highest regard for integrity, avoidance of conflicts of interest, and consistent with applicable ethical standards.

G.) **Legal Considerations:** Complying with applicable federal, state, and local statutes and regulations.

1.02 **SCOPE**

A.) **Funding Sources:** HACSB receives funds from federal, non-federal, and private funding sources. As such, in its procurement activities, the Board of Commissioners has developed this Policy to ensure compliance with applicable laws and regulations without necessarily imposing a higher standard than is necessary to ensure compliance.

B.) **Federal Versus Non-Federal Funding:** Where a requirement in these Policies is based only on federal requirements, HACSB’s Executive Director may, on a case-by-case basis for non-federally funded contracts, apply a less stringent standard than outlined in the federal requirements, provided, however, that it is otherwise consistent with applicable Policies and that all State or other legal requirements are met.
C.) **Grants, Contracts, Gifts, or Bequests:** Nothing in these Procurement Policies will prevent HACSB from complying with the terms and conditions of any grant, contract, gift, or bequest that is otherwise consistent with law.

D.) **List of HACSB Funds:** The Executive Director shall maintain a list of HACSB funds, specifying for each whether they are federal or non-federal funding sources and the procurement procedures that shall apply, and shall make such a list available to HACSB employees.

### 1.03 APPLICATION

A.) This Procurement Policy applies to all contracts and procurement actions undertaken by the HACSB and shall apply to each expenditure of funds by the HACSB for public purchasing with the exceptions noted in 1.02 SCOPE above. Nothing in this Policy shall prevent the HACSB from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The following shall be governed by these Procurement Policies:

1.) **Procuring, Purchasing, Leasing, or Renting:**
   - Goods, Supplies, Equipment, Materials
   - Construction Services
   - Maintenance Services
   - Consultant Services
   - Training Services
   - Architectural and Engineering (A & E) Consultant Services
   - Resident Business Services
   - Not-for-Profit Services
   - Legal Services
   - Audit Services
   - Banking Services
   - Other Services

2.) **Selling**
   - Concessions
   - Disposal of surplus material and equipment

B.) **Excluded from this Policy**
   The following shall not be governed by this Procurement Policy:

1.) Procurements from income generated by the Central Office Cost Center through reasonable fee-for-service arrangements under 24 part 990, e.g., management fees, bookkeeping fees, asset management fees, etc. Such fee income is not considered Federal program income and subject to 2 CFR §200.317 through §200.326. Fee income is governed only by State and local requirements, as applicable.
2.) Real Estate Purchase and Sale Transactions: (Surveys, appraisals, environmental site assessments, and financing analyses are considered consultant services and governed by these Procurement Policies.)

1.) Loan transactions and documents.
2.) Employment contracts.
3.) Limited partnership agreements.
4.) Housing Assistance Payment contracts under the Section 8 program.

1.04 COMPLIANCE WITH LAWS AND REGULATIONS

A.) Application of Federal or State Standards: The HACSB is also required to follow applicable State or local laws on procurement. In some cases, the Federal standards are stricter than State or local law. In such cases, the HACSB must comply with the applicable Federal law and the rules in 2 CFR §200.317 through §200.326 (Included as Appendix 1). If State or local law is stricter than Federal standards, then State or local law will apply.

B.) Conflicts between Policies and Other Laws or Regulations: In the event of a conflict between these Procurement Policies and any applicable law or regulation, the law or regulation will prevail.

C.) Changes in Laws and Regulations: In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Procurement Policies, automatically supersede these Procurement Policies, and Executive Director shall make appropriate modifications to the Policy and Procedures and notify the Board of Commissioners of such change.

D.) HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007: This handbook sets forth required and recommended procurement practices applicable to Public Housing Agencies for the operation, modernization, and development of public housing. The Executive Director shall incorporate those mandatory requirements in the procurement procedures.

E.) Exceptions to State and Local Pre-emption

1.) Geographic Preferences: The HACSB shall not impose geographic preference restrictions in the evaluation of offers unless expressly required or encouraged by Federal law.¹

2.) State Prevailing Wage Requirements: Federal wage determinations (either Davis-Bacon or HUD-Determined Wage Rates) preempt the State prevailing

¹ 2 CFR §200.317 through §200.326
wage rate when the State wage rate is higher than the applicable Federally-imposed wage rate.

1.05 APPROVAL OF POLICIES

A.) Adoption by Board of Commissioners: This Procurement Policies shall be adopted by the HACSB Board of Commissioners and any substantive policy changes to the Policies must also be approved by the Board.

B.) Self-Certification of Policies to HUD: Consistent with 2 CFR §200.317 through §200.326 which authorizes a housing authority to self-certify to HUD that its procurement policies are in compliance with all applicable laws and regulations, the HACSB Board of Commissioners, in adopting this Policy, certifies that the Procurement Policy is in compliance with all applicable laws and regulations, specifically including, but not limited to 2 CFR §200.317 through §200.326. Furthermore, the HACSB Board of Commissioners authorizes the Executive Director to submit these Procurement Policies to HUD and to self-certify HACSB’s procurement system as defined in 2 CFR §200.317 through §200.326.

C.) Interpretation of Policies: In the event of an ambiguity, contradiction, or unforeseen situation not addressed clearly or directly in this Policy, the Executive Director, either directly or through the Contracting and Procurement and Contracts Supervisor, shall use his/her best professional judgment in making a decision that will best protect the interests of HACSB, and ensure HACSB’s compliance with applicable statutory and regulatory requirements.

D.) Delegation of Approval Authority: The Executive Director is responsible for the management of all procurement for HACSB, and shall hold staff accountable for complying with this Procurement Policy and related Procurement Procedures to be adopted administratively by the Executive Director or his/her designee. The Executive Director shall ensure that all procurement activities of HACSB are conducted consistent with this Policy in the best interests of HACSB and applicable laws and regulations.

E.) Development and Transition to New Procedures: In adopting this Procurement Policy, the Board of Commissioners authorizes the Executive Director to develop, approve and implement appropriate Procedures that are consistent with this Policy. Procurement procedures and contract language adopted administratively by the Executive Director must also comply with all applicable laws and regulations. The Board shall hold the Executive Director responsible for ensuring the appropriateness of any Procurement Procedures adopted. Procurement procedures may be administratively revised and/or developed and implemented from time to time as new laws and regulations may be promulgated. The Executive Director must approve each procedure before dissemination to staff for implementation.

2 24 CFR Part 965

3 2 CFR §200.317 through §200.326 HACSB “will have written selection procedures for procurement transactions.”
F.) Implementation of this Policy: This Procurement Policy once adopted by the Board of Commissioners shall be implemented by new procurement procedures approved by the Executive Director within 90 days of approval.

G.) Use of HUD Mandatory Forms: Forms designated as mandatory by HUD must be used for applicable procurement actions. These include any mandatory forms or clauses discussed in notices or handbooks concerning procurement. HUD mandatory forms must not be modified without written HUD approval. HUD field offices may approve changes to forms necessary to conform to State and local laws, subject to concurrence by HUD field office counsel. Other changes to these forms shall only be made with the written authorization of the Assistant Secretary for Public and Indian Housing.

END OF THIS SECTION
2.01 POLICY

A.) This Policy appoints the Executive Director to the position of Contracting Officer with the authority to negotiate, award or administer contracts and to purchase goods and services on the behalf of the HACSB. The Contracting Officer’s signatory authority shall be limited by this Policy and shall consist of all duties associated with the entire acquisition process including, but not limited to, pre-award, contract award, administration, termination, and related determinations and findings regarding the acquisition of supplies and services. The Executive Director is granted the expenditure and contracting authority to procure goods, services and construction in an amount not to exceed $250,000; and professional services, consultants, and architects and engineers in an amount not to exceed $75,000. Procurements exceeding this authorization shall be presented to the Board of Commissioners for approval prior to contract award. Change orders for Board Approved Procurements may be approved by the Executive Director up to a cumulative total of ten percent (10%) of the Board approved amount, not to exceed $250,000. Reference in this Policy to Executive Director shall also mean Contract Officer.

B.) This Policy also grants the Executive Director the power of delegation of Expenditure and Contracting Authority. This allows for the delegation of responsibility to various HACSB employees to recommend, commit, and expend financial resources up to a specific dollar limit for a cost center or business unit over which the employee has jurisdiction and control. Expenditure Authority does not include authority to execute contracts or agreements on behalf of HACSB or the authority to sign and approve invoices for payment on previously authorized contracts or Purchase Orders over the Expenditure and Contracting Authority granted in writing.

C.) Employees with Expenditure Authority for various procurement-related actions has a responsibility to ensure that he/she has appropriately coordinated the proposed action with other affected staff and outside agencies, and that he/she has determined there is adequate funding available for the proposed action.

D.) The Executive Director shall, within 90 days of the adoption of this policy, provide the Board of Commissioners with a written delegation of Procurement Expenditure and Contracting Authority consistent this Policy.

2.02 INTERNAL HACSB REVIEW OF CONTRACTS

A.) The Executive Director or his/her designee shall establish Procurement Procedures that will facilitate appropriate review of procurement-related actions. In developing such Procedures, the Executive Director shall promote internal control, accountability and expediency, while at the same time ensuring that procurement-
related actions are in compliance with applicable statutory and regulatory requirements.

B.) **Procurement Actions Subject to Review:** Procurement Procedures shall address the internal review and approval process for the following non-exclusive list:

1.) **Pre-solicitation Documents and Actions:** Procurement Planning, Independent Cost Estimate (ICE), Selection and rationale for the method of procurement used

2.) **Solicitation Documents:** Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bid (IFB), informal solicitations.

3.) **Selection Documents:** Cost or Price Analysis, Selection and Award Recommendations including determination of offeror’s responsiveness and responsibility, Notices of Award, Non-Competitive Selections and justification.

4.) **Contracts and Contract Administration:** Purchase Orders, Construction Contracts, Consultant and Professional Services Contracts, A & E Consultant Contracts, Agency Service Agreements, Property Management Contracts, Change Orders.

5.) **Review by Budget Section:** Procurement Procedures to be adopted by the Executive Director or his/her designee shall ensure that procurement-related actions or expenditures estimated to cost $2,000 or more are routed to the Budget Section in the Finance Department for review and approval as to budget availability prior to approval by the Contracting and Procurement and Contracts Supervisor. The procedures shall specify which actions require review and approval by the Finance-Budget Section.

6.) **Review by Counsel:** The Executive Director shall consult with the Counsel whenever procurement-related actions are unique, outside of the norm, are particularly large, costly, or complex, or may have legal, political, or public relations implications.
3.01 POLICY OF ETHICAL STANDARDS

A.) This Procurement Policy establishes standards of conduct ("Policy") for employees, members of the Board of Commissioners, and other officials and agents of the Housing Authority of the County of San Bernardino ("HACSB") (collectively referred to as "Employees, Officers and Agents"). The purpose of this Policy is to ensure that the Employees, Officers and Agents (1) discharge their duties impartially to ensure fair competitive access to procurement opportunities by responsible contractors; (2) conduct themselves in a manner that fosters the public’s confidence in the integrity of HACSB’s procurement organization and process; and (3) complies with applicable Federal standards, HUD regulations, State, and local laws. HACSB has also adopted standards for the conduct of contractors with whom HACSB does business.

B.) The procurement activities of HACSB shall be conducted in compliance with applicable laws, regulations, policies and handbooks, as may be amended from time to time, which shall include, but not be limited to:

1.) Political Reform Act of 1974 ("Political Reform Act");¹

2.) California Housing Authorities Law;²

3.) HACSB Conflict of Interest Code;

4.) HUD Procurement Regulations ;³

5.) Procurement Handbook for Public Housing Agencies;⁴

6.) Terms and Conditions; Constituting Part A of the Consolidated Annual Contributions Contract ("CACC") Between Housing Authority and the United States of America;⁵ and

7.) 18 USC § 666.⁶

C.) This Policy recognizes and incorporates those sections of federal, state, and local law which govern the conduct of public employees, and in no way supplants those provisions of law. In cases where no statutory precedent exists, this Policy shall apply, except that this Policy shall not supersede the provisions of any contracts, labor agreements, or other external agreements affecting the rights and privileges of employees.

² Cal. H & S Policy §§ 34200, et seq.
³ 2 CFR §200.317 through §200.326
⁴ HUD Handbook No. 7460.8 Rev 2.
⁵ CACC Form HUD-53012A, §19.
⁶ Theft or Bribery Concerning Programs Receiving Federal Funds.
D.) This Policy is intended to avoid the actual occurrence, or even the appearance, of any favoritism or special treatment towards any vendor or agent doing business with HACSB. No Employee, Officer or Agent shall use, cause, or allow to be used, his or her position to secure any personal privileges for himself, herself, or others, or to influence the activities, actions, or proceeds of HACSB.

E.) This Policy sets forth the ethical standards and requirements that all contractors and their representatives shall adhere to in their dealings with or on behalf of HACSB. Failure to meet these standards could result in sanctions including, but not limited to, voidance of current or future contracts. Contractors and their representatives are expected to conduct any and all business affiliated with HACSB in an ethical and responsible manner that fosters integrity and public confidence. For the purpose of this Policy, the term "Contractor" shall mean any individual, organization, corporation, sole proprietorship, partnership, nonprofit, joint venture, association, or any combination thereof that is pursuing or conducting business with and/or on behalf of HACSB, including, without limitation, consultants, suppliers, manufacturers, and any other vendors, bidders or proposers. The term "Representative" shall mean any subcontractors, Employees, Agents, or anyone else who acts on a Contractor’s behalf. The ethical standards for Contractors and their Representatives are set forth in Section 3.03 below. HACSB reserves the right to have vendors and suppliers sign a statement of compliance with this Policy.

3.02 EMPLOYEES, OFFICERS AND AGENTS

A.) The following terms are defined as follows.

1.) "Employee" shall mean any person appointed or hired, whether full or part time, seasonal, temporary, paid or unpaid, on a fixed or unfixed term, provisional or permanent.

2.) "Family" shall mean the spouse, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister, or a person living in a stable family relationship.

3.) "Interest" shall mean a benefit or advantage of an economic or tangible nature that a person or a member of his or her family would gain or lose as a result of any decision, or action or omission to decide or act, on the part of HACSB, its Employees, Officers or Agents.

4.) "Apparent Conflict of Interest" shall mean any situation in which an Employee, Commissioner, or Agent of HACSB has a private interest, financial and non-financial, which may affect or appear to affect his or her objectivity, independence or honesty in performing his or her duties.
B.) General Contracting & Procurement Requirements.

1.) Contract Selection, Award, Administration: No Employee, Officer or Agent shall participate in the selection, award, or administration of a contract if a conflict of interest (direct or indirect financial interest, personal involvement, or other interest), real or apparent, would be involved. Participation shall include, but not be limited to: serving on an evaluation panel to select a Contractor; reviewing, endorsing, or recommending an award or selection; or approving or rejecting an award of a contract or purchase order.

For the purpose of illustration, such a conflict would arise when a financial or other interest in a Contractor selected for award is held by:

(a) An Employee, Commissioner, or Agent;

(b) Any Family member of the Employee, Commissioner, or Agent; and

(c) Any organization which employs or is about to employ, any of the persons described in 3.02 B.)1.) (a) and (b).

2.) Contract Management Authority: An Employee, Officer or Agent with the following interests shall not exercise contract management authority over the applicable contract(s) in the following circumstances.

(a) a contract with a Contractor who employs a Family member of said Employee, Officer or Agent if the Family member will perform any part of the contract, will derive an economic benefit from the contract, or exercises or has exercised contract management authority over such contract; or

b) a contract with a Contractor who has contracts with a Family member of said Employee, Officer or Agent if the Family member will perform any part of the contract, will derive an economic benefit from the contract, or exercises or has exercised contract management authority over such contract.

3.) Employment Opportunities for Family Member: No Employee, Officer or Agent shall use, or permit the use of, his or her position to assist any Family member in securing employment or contracts with Contractors over whom the Employee, Officer or Agent exercises contract management authority. In the event a Family member of the Employee, Officer or Agent is employed by, or contracts with, a Contractor over whom the Employee, Officer or Agent exercises contract management authority within six (6) months prior to commencement of the applicable contract, during the term of the contract,
or within twelve (12) months following termination of the contract, there shall be a rebuttable presumption that said employment or contract was obtained in violation of this Policy.

4.) **Restriction on Loans:** No Employee, Officer or Agent, or his or her spouse, or any entity in which such any such person has a financial interest, as qualified herein, shall apply for, solicit, accept or receive a loan of any amount from any Contractor who is either doing or seeking to do business with HACSB; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business. This shall not apply to an entity in which the only financial interest of the Employee, Officer or Agent, or his or her spouse is related to the spouse's independent occupation, profession or employment.

5.) **Ownership and Business Interests:** No Employee, Officer or Agent shall own or hold an interest in any contract or property or engage in any business, transaction, or professional or personal activity that would:

(a) Be, or appear to be, in conflict with his or her official duties, or

(b) Secure, or appear to secure, an unwarranted privilege or advantage for the Employee, Officer or Agent, or

(c) Prejudice, or appear to prejudice, his or her independence of judgment in the exercise of his or her official duties.

C.) **Confidential Information:** Disclosure of confidential information to any person not authorized by the contracting officer to receive such information shall be a breach of this Policy. Confidential information includes, but is not necessarily limited to: budget information, the contents of a bid (prior to bid opening) or proposal (prior to contract award using competitive proposals), names of individuals or firms that submitted bids (prior to bid opening) or proposals (prior to contract award); cost estimates, contractor selection and evaluation plans, specifications (before solicitation is issued); and any other information the disclosure of which would have a direct bearing upon the contract award or the competitive process. It is a breach of ethical conduct for any current or former Employee, Officer, or Agent to knowingly use confidential information for actual or anticipated personal gain or for actual or anticipated personal gain of any other person.

D.) **Gifts and Gratuities Prohibition:** An Employee, Officer, or Agent may not solicit or accept gifts, entertainment, gratuities, favors, or anything of monetary value from Contractors or subcontractors, or potential Contractors or subcontractors, that could
influence, be perceived to influence, contracting or purchasing decisions,\textsuperscript{8} or if not in compliance with the Political Reform Act, or other applicable laws.\textsuperscript{2}

E.) Kickbacks and Anticompetitive Practices: It is a breach of ethical conduct and prohibited for any payment, gratuity, or offer of employment to be made by, or on behalf of, a Contractor or subcontractor under contract with the prime Contractor, or any person associated therewith, as an inducement for the award of a subcontracting order. The contracting Officer shall report any suspected anticompetitive practices by Contractors to the Executive Director, the HUD field Office, and appropriate State and local officials.

F.) Contracting with Former Employees, Officers and Agents: No present or former Employee, Officer and Agent shall engage in selling or attempting to sell supplies, services, or construction to HACSB for one (1) year following the expiration of his or her tenure. The term “sell” means signing a bid or proposal, negotiating a contract, contacting any Employee, Officer or Agent for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract; settling contract disputes; or any other liaison activity with a view toward the ultimate consummation of a sale, although the actual contract is negotiated by another person.

G.) Other Conflict of Interest Requirements: In addition to any other applicable conflict of interest requirements, neither HACSB nor any of its Contractors or their subcontractors may enter into any contract, subcontract, or arrangement in connection with a project or procurement in which any of the following classes of people have an interest, direct or indirect, during his or her tenure or for one (1) year thereafter:

1.) Any present or former Commissioner, or any member of the Commissioner’s Family. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, HACSB or a business entity.

2.) Any Employee of HACSB who formulates policy or who influences decisions with respect to the project(s), or any member of such Employee’s Family, or the Employee’s partner.

3.) Any public official, member of the local governing body, or State or local legislator, or any member of such individuals’ Family, who exercises functions or responsibilities with respect to the project(s) of HACSB.

\textsuperscript{8} 2 CFR §200.317 through §200.326
4.) Waiver. For good cause, HUD may waive the one (1) year prohibition requirement if permitted under State and local law. No person for whom a waiver is requested may exercise responsibilities or functions with respect to the contract to which the waiver pertains.9

H.) Public Disclosure of Personal Assets and Income: This Policy also requires Officers and Employees to publicly disclose their personal assets and income as required under the Political Reform Act and to disqualify themselves from participating in decisions which may affect their personal financial interests. The Political Reform Act requires that public agencies adopt and promulgate Conflict of Interest Codes.10 The HACSB Human Resources Department shall develop and maintain a list of designated positions and disclosure categories and ensure that required information is provided annually to the County of San Bernardino.

I.) Violation of the conflict of interest provisions: Members of the Board of Commissioners or Employees violating any provision of this Policy are subject to the administrative, criminal, and civil sanctions provided in the Political Reform Act, Government Code Sections 81000-91015, as amended. In addition, a decision of violation will disqualify the vendor and void the contract involved. The value of anything received by an Employee or a non-Employee in breach of the ethical standards shall be recoverable by the HACSB either by confiscating the items or by charging the violator for any and all gratuities received.

3.03 CONTRACTORS AND THEIR REPRESENTATIVES

A.) Ethical Responsibilities. All HACSB contracts must be developed and maintained within an ethical framework. HACSB seeks to promote public trust and confidence in its contracting relationships and it expects every individual, regardless of position or level of responsibility, who is associated with an HACSB procurement process or contract, to commit to exemplifying high standards of conduct in all phases of any relationship with HACSB.

In addition to any specific obligations under a Contractor's agreement with HACSB, all Contractors and their Representatives shall comply with the requirements set forth herein.

1.) Demonstrate Honesty and Integrity. Contractors shall adhere to the highest standards of honesty and integrity in all of their dealings with and/or on behalf of HACSB. As a general rule, Contractors must exercise caution and avoid even the appearance of impropriety or misrepresentation. All

9 CACC, supra, Section 19 (A)(4).
communications, proposals, business information, time records, and any other financial transactions must be provided truthfully, accurately, and completely.

2.) Be a Responsible Bidder. Contractors shall demonstrate a record of integrity and business ethics in accordance with all policies, procedures, and requirements established by HACSB.

   a. Critical Factors. In considering a Contractor’s record of integrity and business ethics, HACSB may consider factors including, but not limited to: criminal investigations, indictments, injunctions, fines, convictions, administrative agreements, suspensions or debarments imposed by other governmental agencies, tax delinquencies, settlements, financial solvency, past performance, prior determinations of failure to meet integrity-related responsibilities, and violations by the Contractor and/or its Representatives of any HACSB policy in prior procurements and contracts. HACSB reserves the right to reject any bid, proposal and contract, and to impose other sanctions against Contractors who fail to comply with HACSB policies and requirements or applicable law.

3.) Maintain the Cone of Silence. Contractors shall maintain a “Cone of Silence” during required times of the contracting process to ensure that the process is shielded from even the appearance of undue influence. Contractors and their Representatives risk disqualification from consideration and/or other penalties, if they engage in prohibited communication during the restricted period(s).

   (a) Prohibited Communication. Examples of prohibited communication by Contractors and their Representatives under the Cone of Silence include, but are not limited to:

      (i) contact of HACSB Employees, Officials or Agents who will serve on an evaluation team for any contract information that is not uniformly available to all other bidders, proposers or Contractors;

      (ii) contact of HACSB Employees, Officials or Agents to lobby on any aspect relating to a contract matter under consideration, negotiation, protest or dispute;

   (b) Exceptions. The following are exceptions to the Cone of Silence.

      (i) open and uniform communications which are made as part of the procurement process such as the pre-bid or pre-proposal meetings or other exchanges of information which are given
to all proposers;

(ii) interviews or presentations to evaluation committee members which are part of the procurement process;

(iii) clarification requests made in writing, under the terms expressly allowed for in an HACSB contracting document, to the appropriate designated contract official(s);

(iv) negotiations with HACSB’s designated negotiation team members;

(v) protests which follow the process outlined by HACSB’s protest policies and procedures; and

(vi) requests for technical assistance approved by HACSB contract officials.

4.) Manage Potential Conflicts. Contractors shall disclose all potential or actual conflicts to HACSB on an ongoing basis. Such disclosure shall be in the form of a written statement to HACSB which sets forth accurate, timely, and complete information with regard to any potential conflicts involving Contractors and their work for HACSB. A potential conflict is present whenever a situation arises which creates a real or apparent advantage or a competing professional or personal interest for a Contractor. Contractors and their Representatives have a continuing obligation to advise HACSB proactively of any potential conflicts which may arise relating to a contract.

(a) State Conflict Standards. HACSB is generally prohibited by Political Reform Act and Government Code Section 1090 from contracting with Contractors if the Contractors, their Representatives, their officers, or any Family member of the preceding serve HACSB in any way in developing, awarding, or otherwise participating in the making of the same contract. California law also governs situations in which there has been a financial interest between a Contractor and a public official within a 12-month window leading up to a governmental decision. It is immaterial whether the impact of an existing relationship is beneficial or detrimental to the interests of the Contractors, their Representatives, or the public agency. Moreover, Government Code Section 1090 defines "making a contract" broadly to include actions that are preliminary to or preparatory for the selection of a Contractor such as but not limited to: involvement in the reasoning, planning, and/or drafting of scopes of work, making recommendations, soliciting bids and requests for proposals, and/or participating in preliminary discussions or negotiations.
Any contract made in violation of Section 1090 is void and cannot be enforced. When Section 1090 is violated, a government agency is not obligated to pay the Contractor for any goods or services received under the void contract. In fact, the agency can also seek repayment from the Contractor of any amounts already paid and the agency can refer the matter to the appropriate authorities for prosecution.

(b) Resolution of Conflicts. When necessary, HACSB may advise Contractors on how a disclosed conflict should be managed, mitigated or eliminated. HACSB, in consultation with its General Counsel, shall determine necessary actions to resolve any of the Contractors’ disclosed conflict(s). When it is determined that a conflict must be addressed, a written notification will be made to the Contractor indicating the actions that the Contractor and HACSB will need to take to resolve the conflict.

5.) Provide Contracting Excellence. Contractors are expected to deliver high quality, innovative and cost-effective goods and services to HACSB so that the public is served with the best value.

6.) Promote Ethical Standards. Contractors shall be responsible for ensuring that their Representatives, regardless of position, understand and comply with the duties and requirements outlined in this Policy and to ensure that their behavior, decisions, and actions demonstrate the letter and spirit of this Policy.

7.) Seek Advice. Contractors are expected and encouraged to ask questions and seek formal guidance regarding this Policy or other aspects of responsible business conduct from HACSB whenever there is a doubt about how to proceed in an ethical manner.

B.) Relationship Management. HACSB expects Contractors and their Representatives to ensure that their business dealings with and/or on behalf of HACSB are conducted in a manner that is above reproach.

1.) Employ Good Practices. Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws, regulations and HACSB policies, including but not limited to the following.

(a) Equal Employment Opportunity. Contractors shall ensure that there is no discrimination in hiring due to race, color, religious creed, national origin, ancestry, marital status, gender, sexual orientation, age, or disability.
(b) **Health and Safety.** Contractors shall provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations, and practices.

(c) **Drug Free Environment.** Contractors shall ensure that there is no manufacture, sale, distribution, possession or use of illegal drugs or alcohol on HACSB-owned or leased property.

(d) **No Harassment.** Contractors shall not engage in any sexual or other harassment, physical or verbal abuse, or any other form of intimidation.

2.) **Use Resources Responsibly.** Contractors and their Representatives shall use HACSB assets for HACSB business-related purposes only unless given written permission for a specific exception by an authorized HACSB official. HACSB assets include; time, property, supplies, services, consumables, equipment, technology, intellectual property, and information.

3.) **Protect Confidentiality.** Contractors and their Representatives shall protect and maintain confidentiality of the work and services they provide to HACSB. All communications and information obtained in the course of seeking or performing work for HACSB should be considered confidential. No confidential information relating to HACSB should ever be disclosed without express authorization by HACSB in writing, unless otherwise legally mandated.

4.) **Guard HACSB Affiliation.** Contractors and their Representatives shall be cautious with respect to the manner in which they portray their relationship with HACSB to the Public. Communications on behalf of HACSB can only be made when there is express written permission by HACSB.

5.) **Respect Gift Limits.** Contractors and their Representatives shall abide by HACSB's gift limits and use good judgment, discretion and moderation when offering gifts, meals or entertainment or other business courtesies to HACSB officials, so that they do not place HACSB Employees, Officers and Agents in conflict with any specific gift restrictions.

   (a) No Contractor or their Representative shall offer, give, or promise to offer or give, directly or indirectly, any money, gift or gratuity to any HACSB procurement official at any time.

   (b) No Contractor or their Representative shall offer or give, directly or indirectly, any gifts in a calendar year to an HACSB Employee, Officer or Agent which exceed HACSB's allowable gift limit.
6.) **Revolving Door.** Contractors and their Representatives shall observe and maintain the integrity of HACSB’s “Revolving Door Periods”. A Revolving Door Period is a mechanism used to ensure that no unfair competitive advantage is extended due to the hiring of current or former employees. Allowing for some time to pass before a former official works on matters related to their prior agency or a new official works on matters related to their prior employer helps to mitigate concerns about the appearance of a "revolving door" where public offices are sometimes seen to be used for personal or private gain.

7.) **Conduct Political Activities Privately.** Contractors and their Representatives shall only engage in political support and activities in their own personal and voluntary capacity, on their own time, and with their own resources.

8.) **Philanthropy Voluntary.** Contractors and their Representatives shall only engage in philanthropic activities relating to HACSB on their own time and with their own resources. HACSB views philanthropic support as a strictly voluntary opportunity for Contractors to demonstrate social responsibility and good citizenship. No expressions of support should be construed to have a bearing on current or future contracts with HACSB. No current or potential contracting relationship with HACSB to provide goods or services is contingent upon any philanthropic support from Contractors and/or their Representatives, unless otherwise designated as part of a bid or proposal requirement in an open, competitive contracting process to solicit a specific type of support.

C. **Disclosure Obligations.** HACSB expects Contractors and their Representatives to satisfy the following public disclosure obligations:

1.) **Identify Current and Former HACSB Officials.** To ensure against conflict or improper influence resulting from employment of current or former Employees, Officers or Agents, Contractors shall disclose any of their employees, subcontractors or consultants who within the last three (3) years have been or are HACSB Employees, Officers and/or Agents. The written disclosure shall include, at a minimum, the name of the former HACSB Employee, Officer or Agent, a list of the HACSB positions the person held in the last three (3) years, and the dates the person held those positions.

2.) **Statement of Economic Interests “Form 700” Filing Requirement.** Contractors shall abide by the financial disclosure requirements of the Political Reform Act. Under the Political Reform Act, individual Contractors may be required to disclose economic interests that could be foreseeably affected by the exercise of their public duties in a disclosure filing called the “Statement of Economic Interests” or Form 700. Form 700 serves as a tool for aiding public officials at all levels of government to ensure that they do not make, or participate in making, any governmental decisions in which they have an interest.
Applicability. Under the law, individual Contractors and their Representatives are considered public officials and need to file a Form 700 as "consultants", if the services they are contracted to provide fit the triggers identified by the Political Reform Act. Meeting either of the test triggers below requires a Contractor to file a Form 700.

(i) Individual Makes Governmental Decisions. Filing is required if an individual is involved in activities or decision making such as: obligating HACSB to any course of action; authorizing HACSB to enter into, modify, or renew a contract; granting approval for contracts, plans, designs, reports, studies or other items; adopting or granting approval on policies, standards or guidelines for any subdivision of HACSB; or negotiating on behalf of HACSB without significant intervening review.

(ii) Individual Participates in the Making of Governmental Decisions for HACSB and Serves in Staff-like Capacity. Filing is also required if an individual is performing duties for HACSB on a continuous or ongoing basis extending beyond one (1) year such as: advising or making recommendations to HACSB decision makers without significant intervening review; conducting research or an investigation; preparing a report or analysis which requires the individual to exercise their judgment; or performing duties similar to an HACSB staff position that is already designated as a filer position in HACSB’s Conflict of Interest Code.

Filing Timelines. Individuals who are legally required to complete a Statement of Economic Interests form must submit a filing:

(i) upon commencement of work with HACSB,

(ii) on an ongoing basis thereafter in accordance with the April 1st annual deadline, and

(iii) upon termination of work with HACSB.

Process. Contractors and their Representatives shall coordinate with HACSB to ensure that they meet this state mandate in the manner required by law. Form 700s must be received by HACSB to be considered properly filed in accordance with the Political Reform Act.
(d) **Disqualifications.** Individuals who must file financial disclosure statements are subject to the requirements of the Political Reform Act as is the case with any other "public official" including disqualification when they encounter decision-making that could affect their financial interests. Contractors shall be responsible for ensuring that they take the appropriate actions necessary, so as not to violate any aspect of the Political Reform Act.

D.) **Issues Resolution.** Early identification and resolution of contracting or other ethical issues that may arise are critical to building public trust. Whenever possible, it is advisable to initiate the issue resolution process proactively, either with the designated contracting contact if the issue arises during the contracting process. It is always appropriate to seek out the Procurement Department to resolve an issue, if another alternative is not possible. Formal disputes regarding bid solicitations or contract awards should be raised and addressed in accordance with HACSB policy where such matters will be given full, impartial, and timely consideration.

E.) **Enforcement Provisions.** While Contractors and their Representatives are expected to self-monitor their compliance with this Policy, the provisions of this Policy are enforceable by HACSB. Enforcement measures can be taken by HACSB's Procurement Department in consultation with the Executive Director, and if appropriate, the Office of the Inspector General. The Office of the Inspector General may also refer matters to the appropriate authorities for further action.

1.) **Report Violations.** Good faith reporting of suspected violations of the Policy is encouraged. No adverse consequences will result to anyone as a result of making a good faith report. The Executive Director shall report to the HUD Field Office, and the appropriate State and local officials any suspected anticompetitive practices by Contractors.

2.) **Cooperate on Audits and Investigations.** Contractors and their Representatives shall cooperate with any necessary audits or investigations by HACSB relating to conduct identified in this Policy. Such audits and investigations may be conducted when HACSB has reason to believe that a violation of this Policy has occurred. Once an audit or investigation is complete, HACSB may contact a Contractor or their Representatives to establish remedies and/or sanctions.

3.) **Comply with Sanctions.** Contractors and their Representatives shall comply with the necessary sanctions for violations of this Policy. Remedies may include, but not be limited to:

(a) Removal of offending Contractor or subcontractor;
(b) Implementation of corrective action plan approved by HACSB;
(c) Submission of training plan for preventing future violations of the Policy;
(d) Probation for 1-3 years;
(e) Rescission, voidance or termination of a contract;
(f) Suspension from all HACSB contracting for a period of time which may be no less than five (5) years;
(g) Compliance with deferred debarment agreement;
(i) Debarment from all HACSB procurement or contracting; or
(j) Other sanctions available by law that are deemed reasonable and appropriate.

In the case of a procurement in which a contract has yet to be awarded, HACSB reserves the right to reject any bid or proposal, to terminate the procurement process or to take other appropriate actions. Failure to remedy the situation in the timely manner prescribed by HACSB can result in additional sanctions. Records of violations or any other non-compliance are a matter of public record. Any debarment proceeding will follow due process in accordance with the procedures described in HUD regulations.

F.) Prohibition Against Contingent Fees: It is a breach of ethical conduct for a person to be retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide Employees or a bona fide agency established for the purpose of securing business. This prohibition includes the employment of former officials and Employees on a contingency basis to obtain contracts by a business seeking HACSB contracts.³¹

² CFR §200.317 through §200.326
3.04 MISCELLANEOUS

A.) Future Policy Updates. To ensure that HACSB maintains effectiveness in promoting integrity in its contracting processes and its use of public funds, HACSB reserves the right to amend and modify this Policy at its discretion.

B.) Severability. If one part or provision of this Policy, or its application to any person or organization, is found to be invalid by any court, the remainder of this Policy and its application to other persons or organizations, which has not been found invalid, shall not be affected by such invalidity, and to that extent the provisions of this Policy are declared to be severable.

C.) Non-collusion Declaration. California Public Contract Code Section 7106 requires that any contract of a public entity shall include an affidavit, in the following form.

<table>
<thead>
<tr>
<th>NONCOLLUSION AFFIDAVIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID</td>
</tr>
</tbody>
</table>

State of California
County of San Bernardino.

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____[date], at ____[city], ____[state]."
4.01 POLICY

Consistent with Presidential Executive Orders 11625, 12138, and 12432, California Public Contract Code, Contracts with Disabled Veterans (Public Contract Code §2001), Section 3 of the HUD Act of 1968 and Resident-Owned Business Contracting, it is the policy of the HACSB that all feasible efforts shall be made to ensure that disabled veterans, small and minority-owned businesses, women’s business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the HACSB projects are used when possible.

A.) Administration

The Executive Director shall develop and implement procedures for implementing this Policy and establish a method of monitoring adherence to the goals specified below. The Executive Director shall also provide documentation of the outreach efforts to meet the goal for each contract.

B.) Definitions

1.) A small business is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR Part 121 should be used to determine business size.

2.) A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.

3.) A women’s business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.

4.) A “Section 3 business concern” is as defined under 24 CFR Part 135.

5.) A "labor surplus area business" is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

6.) "Goal" means a numerically expressed objective that HACSB and contractors are required to make efforts to achieve.
7.) "Contract" includes any agreement to provide labor, services, material, supplies, or equipment in the performance of a contract, franchise, concession, or lease granted, let, or awarded for and on behalf of the HACSB.

8.) A "resident-owned business" is any business concern that is 51% owned and controlled by public housing residents.

### 4.02 DIVERSITY GOALS

The Board of Commissioners has established the following goals to promote diversity in its construction contracting and other procurement actions. These goals apply to the overall dollar amount expended each year by the HACSB:

A.) **Minority-Owned Businesses:** a 15% aggregate involvement of bona-fide minority-owned businesses in procurement activities.

B.) **Women-Owned Business Enterprises:** a 5% aggregate involvement of bona-fide women-owned business enterprises in procurement activities.

C.) **Disabled Veterans:** a 3% aggregate involvement of bona-fide disabled veteran-owned business enterprises in procurement activities.

D.) **Section 3 Hiring and Subcontracting:** a 30% aggregate involvement of bona-fide Section 3 eligible employees and Section 3 Business Concerns subcontracting in procurement activities.

E.) **Resident-Owned Businesses:** There is no goal for resident-owned businesses. A Resident-Owned Business is any business concern that is 51% owned and controlled by public housing residents. However, the HACSB will notify all residents’ organization of procurements and shall use HUD-allowed alternative procurement process when contracting with businesses owned in substantial part by residents (resident-owned businesses) for public housing services, supplies, or construction. The alternative procurement process must comply with procedures and requirements as set forth in this Policy and HUD’s procurement regulations at 2 CFR Part 200 except that solicitations are limited to resident-owned businesses.

### 4.03 REQUIRED EFFORTS

Such efforts shall include, but shall not be limited to:

A.) Including such firms, when qualified, on solicitation mailing lists;

B.) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

C.) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

D.) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
E.) Using the services and assistance of the United States Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

F.) Utilizing the California Office of Small and Minority Business, the Minority Business Development Agency, and the Small Business Administration;

G.) Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (Section 3 businesses); and

H.) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

4.04 HUD SECTION 3 REQUIREMENTS

The HACSB shall comply with Section 3 of the Housing Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, regarding use of Section 3 certified businesses and Section 3 eligible individuals. HACSB shall provide a preference to Section 3 businesses in the award of contracts, regardless of funding source, as described below:

A.) In awarding contracts based on bids (where price is the sole determining factor for award), HACSB will award contracts to the low bidder; provided however, if a Section 3 business’ bid exceeds the low bid by no more than 10%, HACSB may award the contract to the Section 3 business at the price bid by the Section 3 business.

B.) In awarding contracts based on proposals in which price is one factor in determining award, the evaluation criteria will provide for 20 points (out of 100) to be assigned to any qualified Section 3 business. This shall be established in the evaluation criteria. Qualified Section 3 businesses shall receive the maximum number of points authorized in this evaluation criterion.

C.) Generally, HACSB will evaluate Section 3 businesses that have been certified by appropriate agencies, although, where appropriate, HACSB may also evaluate Section 3 businesses that it can verify from available information to meet the requirements to qualify as a Section 3 business.

D.) A business may qualify as a Section 3 business if the business is owned by Section 3 qualified persons who live in the County of San Bernardino and who meet the prescribed income limitations based on family size.

E.) A business may qualify as a Section 3 business if 30% or more of their permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the County of San Bernardino and meet the prescribed income limitations based on family size.

5 24 CFR 135 contains more specific requirements regarding Section 3 requirements.
F.) A business may qualify as a Section 3 business based on a commitment to subcontract with other Section 3 businesses for more than 25% of the dollar amount of all subcontracts, as provided in 24 CFR 135.5. Such businesses shall be required to submit with their bid or proposal a plan describing how they will implement the subcontracting commitment. Prior to an award or selection by HACSB, the subcontracting plan shall be evaluated by HACSB to determine if it is reasonable and attainable. HACSB shall monitor the compliance of a selected Section 3 business with their subcontracting commitment. All solicitations and contracts, shall include provisions for declaring a breach of contract for failure to meet the subcontracting commitment, and for assessing penalties or damages for such a breach.
5.01 **POLICY**

A.) This Policy establishes a hybrid organizational system for the administration of the HACSB’s procurement function. A hybrid organizational system allows for both central procurement controls and for different levels of procurement expenditure and contracting authority to be authorized at various level of the HACSB organization. The Executive Director may, from time to time reorganize this procurement system to better reflect interests of the HACSB without the authorization of the Board of Commissioners.

B.) The Executive Director is designated the Contracting Officer and shall be responsible for the management of all procurement for HACSB, and shall hold the Procurement and Contracts Supervisor, Department Directors and other staff accountable for complying with this Procurement Policy and related Procurement Procedures. The Executive Director shall ensure that all procurement activities of HACSB are conducted consistent with the best interests of HACSB and applicable laws and regulations.

5.02 **AUTHORITY AND RESPONSIBILITY**

A.) **Contracting Officer Signature/Obligation of Funds:** Each contract or purchase action (e.g., new contract, modification, interagency agreement, purchase order, etc.) that obligates the HACSB to pay a contractor or vendor must be signed or otherwise authorized by an individual to whom the HACSB has expressly delegated the authority to make such an obligation.

B.) **The signature of the Contracting Officer:** The signature of the Contracting Officer on HACSB contracts is a legal commitment and requires continuing performance by the HACSB under the terms and conditions of the contract. Performance includes such duties as monitoring contractor performance and acceptance or rejection of contractors’ requests for changes in performance, specifications, or price. All procurement transactions shall be administered by the contracting officer or by another individual whom the Executive Director has authorized in writing.

C.) **Duties of the Contracting Officer:** The duties of the Contracting Officer shall be to ensure the following:

1.) **Procurement Planning:** To provide for a more efficient and economical procurement function, the Contracting Officer shall perform procurement planning. At budget preparation time each year, the Contracting Officer shall cause a review of the HACSB’s record of prior purchases and determine future needs for goods and services to be procured for the coming year. Based on items and amounts to be purchased, the Executive Director shall then determine the best method of procurement and the best contract type to use;

2.) **Prohibition Against Bid Splitting:** The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called ‘bid splitting’ or “unbundling”) merely
to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford diverse businesses the opportunity to participate in the HACSB’s procurements. The Contracting Officer shall document in the contract file the reasons for breaking down larger requirements into smaller ones;

3.) **Procurement Review:** The Contracting Officer shall ensure that each proposed procurement is reviewed with the goal of avoiding purchase of unnecessary or duplicative items; that consideration shall be given to the consolidation or separation of procurement in order to obtain a more economical purchase;

4.) **Pricing Arrangements:** The Contracting Officer shall ensure that all contracts identify the contract pricing arrangement as well as other pertinent terms and conditions;

5.) **HUD-required Forms:** The Contracting Officer shall ensure that the forms HUD-5369, 5369-A, 5369-B, 5369-C, 5370, 5370-C, and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than $100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by the HACSB;

6.) **Specifications:** The Contracting Officer shall ensure that each procurement contains specifications and all specifications be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying needs. A *specification* is a detailed description of materials, supplies, equipment, pre-cuts, or construction work that is used in the procurement process to tell prospective contractors precisely what the HA desires to purchase. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Detailed product specifications shall be avoided whenever possible;

7.) **Statement of Work:** A statement or scope of work (SOW) is normally used for contracts for services, such as accounting or payroll services, energy audits, consultant, legal or A/E services, as well as non-professional services such as maintenance and grounds keeping. The Contracting Officer shall ensure that all SOWs shall be reviewed prior to issuing any solicitation to ensure that they contain a complete description of the work desired and are not unduly restrictive;

8.) **Lease Versus Purchase Analysis:** The Contracting Officer shall ensure that for equipment purchases, a lease versus purchase analysis shall be performed to determine the most economical form of procurement;

9.) **Geographic Restrictions:** The Contracting Officer shall ensure that geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available) shall be limited;
10.) **Independent Cost Estimate (ICE)**: The Contracting Officer shall ensure that an independent cost estimate (ICE) is prepared in advance of each solicitation and/or contract modification and is appropriately secured for each procurement above the small purchase limitation; that such information remains confidential and is not disclosed outside of the authority; and that a cost or price analysis is conducted of the responses received for all procurements;

11.) **Brand Name Specifications**: The Contracting Officer shall ensure that brand name specifications shall be limited;

12.) **Surety Requirements**: The Contracting Officer shall ensure that for all construction contracts that exceed $100,000, at the HACSB option, the following surety requirements shall apply:

   - **Bid Bonds.** For construction contracts exceeding $100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.
   - **Payment Bonds.** For construction contracts exceeding $100,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:
     - Performance and payment bond in a penal sum of 100% of the contract price; or
     - Separate performance and payment bonds, each for 50% or more of the contract price; or
     - 20% cash escrow; or
     - 25% irrevocable letter of credit.
   - These bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U.S. Treasury Circular Number 570 lists companies approved to act as sureties or bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed on this circular is mandatory.

13.) **Solicitation Procedures**: The Contracting Officer shall ensure that solicitation procedures are conducted in compliance with 2 CFR §200.317 through §200.326 or in compliance with State of California Codes which are more stringent than, yet consistent with 2 CFR Part 200.

14.) **Solicitation Time Frame**: The Contracting Officer shall ensure that for purchases of more than the small purchase threshold, the public notice shall run not less than once each week for two consecutive weeks.

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6 2 CFR §200.317 through §200.326
15.) **Solicitation Form:** The Contracting Officer shall ensure that notices/advertisements state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a staff contact designated to provide a copy of, and information about the solicitation, and a brief description of the needed items(s).

16.) **Time Period for Submission of Bids:** The Contracting Officer shall ensure that a minimum of 30 days shall be provided for preparation and submission of sealed bids and competitive proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

17.) **Cancellation of Solicitations:** The Contracting Officer shall ensure that an IFB, RFP, or other solicitation shall only be cancelled before bids/offers are due if:
   - The supplies, services or construction is no longer required;
   - The funds are no longer available;
   - Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
   - Other similar reasons.

18.) **Cancellation after Bids have been Received:** The Contracting Officer shall ensure that a solicitation be cancelled and all bids or proposals that have already been received may be rejected if:
   - The supplies or services (including construction) are no longer required
   - Ambiguous or otherwise inadequate specifications were part of the solicitation;
   - All factors of significance to the HACSB were not considered;
   - Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
   - There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
   - For good cause of a similar nature when it is in the best interest of the HACSB.

19.) **Documentation and Notification of Cancellations:** The Contracting Officer shall ensure that the reasons for cancellation are documented in the procurement file and the reasons for cancellation and/or rejection are provided upon request. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any re-solicitation or future procurement of similar items.

20.) **Cancellation for Unreasonable Prices and Re-solicitation:** The Contracting Officer shall ensure that if all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis shall be conducted to see if
there is a problem in either the specifications or the cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either re-solicit using an RFP; or complete the procurement by using the competitive proposal method. The Contracting Officer shall determine, in writing, that such action is appropriate, must inform all bidders of the intent to negotiate, and shall give each bidder a reasonable opportunity to negotiate.

21.) Problems with the Specifications: The Contracting Officer shall ensure that if problems are found with the specifications, the HACSB may issue an amendment; or cancel the solicitation, revise the specifications and resolicit using an IFB.

22.) Contract Award: The Contracting Officer shall ensure that the contract award is made to the responsive and responsible bidder offering the lowest price (in the context of competitive sealed bidding) or to whose proposal offers the greatest value to the authority, considering price, technical, and other factors as specified in the request for proposal (in the context of competitive negotiation) and that contracts are only awarded to responsible bidders who possess the ability to perform successfully under the terms and conditions of the proposed contract; that factors to be considered in making such a determination include contractor integrity, compliance with public policy, record of past performance, and financial and technical resources; that any determination of non-responsibility is fully documented and copies of such documents are placed in the contract file; that bidders and offerors who are found to be non-responsible are informed of the reasons for such a finding.

23.) Procurement Administration: The Contracting Officer shall maintain a system of contract administration designed to ensure that the HACSB and its contractors perform in accordance with their contracts. This system shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters.

24.) Schedule of Contract Payments: The Contracting Officer shall ensure that each contract indicates the schedule of payments to be made to the contractor, and that payment is promptly made for contract work performed and accepted.
6.01 **POLICY**

This Policy grants the Contracting Officer the authority and responsibility for the use of the methods of procurement and selection of contract types as defined in this Section. This Policy also implements a prohibition against bid splitting. The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called ‘bid splitting’ or “unbundling”) merely to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford diverse businesses the opportunity to participate in procurements. The Contracting Officer shall document in the contract file the reasons for breaking down larger requirements into smaller ones.

6.02 **AUTHORIZED METHOD OF SOLICITATION AND LIMITATIONS**

A.) **Petty Cash:** The contracting officer(s), or a representative delegated by the Contracting Officer in writing, is authorized to make purchases and contracts utilizing the petty cash fund for expenditures of less than $50.00.

1.) The Contracting Officer will ensure that the following policy objectives are met:

- **Account establishment:** a petty cash account should be established in an amount sufficient to cover small purchases made during a reasonable period (e.g., one month) for each authorized employee.

- **Non-repetitive purchases:** petty cash purchases should be kept to a minimum and should not be used for repetitive purchases.

- **Authorized usage:** petty cash may be used for items such as:
  - Reimbursement to employees for the purchase of goods or services.
  - Reimbursement to employees for meals and fees paid for attending a pre-approved professional association meeting.
  - Security: the security of the petty cash account shall be maintained, and access to the account should be limited only to authorized individuals.

- **Reconciliation:** the petty cash account shall be periodically reconciled and replenished.

- **Audit:** the petty cash account is subject to audit by the Contracting Officer.

B.) **Micro Purchases:** This Policy establishes a separate Micro Purchase threshold of up to $10,000 (or $2,000 for construction) per purchase.

- **Authorized usage:** The Contracting Officer may award Micro Purchases without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases). To the extent practicable, the Contracting Officer shall distribute Micro Purchases equitably among qualified vendors.
C.) **Small Purchases:** This Policy establishes a separate Small Purchase threshold of up to $250,000 per purchase.

- **Authorized usage:** A comparison with the ICE and other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer’s personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. At least 3 quotes shall be solicited orally, through email, fax, or by any other reasonable method. If less than 3 offers are made, the Contracting Officer must obtain documentation from those not submitting quotes stating why they elected not to respond.

D.) **Sealed Bids:** Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts in excess of the $250,000. Sealed bidding should be used whenever the following can be met:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

E.) **Competitive Proposals:** The competitive proposal method permits the consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award shall be made on the basis of the proposal that represents the best overall value to the HACSB, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price. The competitive proposals method should be used whenever any of the following conditions exist:

- The requirement cannot be described specifically enough to permit the use of sealed bidding.
- The nature of the requirement is such that the HACSB needs to evaluate more than just price to be sure that the prospective contractor understands the needs and can successfully complete the contract.

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7 2 CFR §200.317 through §200.326

8 2 CFR §200.317 through §200.326
The requested work lends itself to different approaches, e.g., proposals.

F.) Noncompetitive Proposals: A noncompetitive proposal means a procurement through either a “sole source,” when the HACSB solicits an offer from one source, or a “single source,” when the HACSB solicits offers from multiple sources but receives only one or the competition is determined inadequate. Procurement by noncompetitive proposals (sole-source) shall be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

- The item is available only from a single source, based on a good faith review of available sources;
- An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
- HUD authorizes the use of noncompetitive proposals; or
- After solicitation of a number of sources, competition is determined inadequate.

Justification for Noncompetitive Procurement: Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the Contracting Officer. The justification, to be included in the procurement file, shall include the following information:

- Description of the requirement;
- History of prior purchases and their nature (competitive vs. noncompetitive);
- The specific exception above which applies;
- Statement as to the unique circumstances that require award by noncompetitive proposals;
- Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
- Statement as to efforts that will be taken in the future to promote competition for the requirement;

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9 2 CFR §200.317 through §200.326
A cost analysis in compliance with 2 CFR 200.317-200.326 and a declaration from the Contracting Officer stating that the cost is reasonable.

Signature by the Contracting Officer’s supervisor (or someone above the level of the Contracting Officer); and

Price Reasonableness: The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

G.) Contract Change Order or Modification: A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of $250,000.

H.) E-Procurement. The Contracting Officer may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with 2 CFR Part 200, State and local requirements, and the HACSB’s procurement policy.

I.) COMPETITIVE EXCEPTIONS - DIRECT PAYMENTS LIST

2.) Definition: The direct payments list (also known as competitive exceptions) is a list of transactions which, by the nature of the transaction, are impractical or impossible to competitively bid because of market or other conditions, and are thus exempt from competitive bidding requirements. These transactions do not have to be justified as a non-competitive procurement but may be obtained directly by an employee with adequate expenditure authority. Depending on the item, there may or may not be a contract or purchase order outlining the terms and conditions.

3.) Modifications to Direct Payments List: The Contracting Officer may make modifications administratively to the direct payments list without seeking approval of the Board of Commissioners, provided that the changes are consistent with applicable statutory and regulatory requirements and that the current list is made readily available to HACSB employees.

3.) Interpretation of Direct Payments List: In the event of ambiguity or uncertainty as to whether an item is or is not subject to competition and whether it should be included on the direct payments list, the Contracting Officer or designee shall review the matter and make the final decision.

4.) The following items are on the direct payments list:

- Utility bills (water, sewer, electricity, natural gas, and other regulated utility expenses)

- Postage and other purchases from the U.S. Postal Service

- Licenses, permits, and fees from governmental or regulatory entities at the federal, state, or local level.
- Purchases from other governmental entities (federal, state, city, local), where the governmental entity provides goods or services not available from the private sector.
- Emergency housing for HACSB residents at motels/hotels with which HACSB has executed an emergency housing agreement, or as otherwise authorized by the Contracting Officer.
- Service or use fees paid to governmental cooperative purchasing organizations.
- Gas card charges for gasoline and diesel.
- Charges for official HACSB business on personal credit card while on HACSB travel status in compliance with the HACSB’s Travel Policy.
- Legal services such as arbitration fees, litigation fees, witness fees, court costs, and related expenses (but not the cost of outside counsel, investigations, or related matters), when approved by the Board of Commissioners.
- Legal settlements of disputed matters, and judgment claims against HACSB (for use only with approval by the Board of Commissioners).
- Payments for existing annual maintenance, service, or support agreements for computer and telecommunication-related services and payments for existing software license agreements. These require the approval of the Contracting Officer.
- Travel expenses for HACSB employees, residents, program participants, volunteers, or members of the Board of Commissioners necessary to conduct HACSB business in compliance with the HACSB’s Travel Policy.
- Training registration fees and tuition for pre-established, non-HACSB specific, off-site classes, seminars, workshops, etc. for HACSB employees, residents, program participants, volunteers, and members of the Board of Commissioners.
- Testing and travel expenses of employment applicants (including moving expenses for eligible personnel). This includes travel expenses of certain out-of-state job applicants. Travel expenses of job applicants must be approved by the Board of Commissioners.
- Conference and convention expenses and fees for HACSB employees, residents, program participants, volunteers, or members of the Board of Commissioners conducting HACSB business.
- Advertisements for employment opportunities, purchasing and contracting solicitations, sale of surplus items, public announcements and outreach, etc. (all media). This exception does not include printing, design, or graphics services.
- Freight bills, express shipping, common carriers, and delivery services.
• Honoraria and stipends.
• Entertainment such as speakers, lecturers, musicians, performing artists, but only when such expenses are permitted by the grant funding the activity.
• Insurance deductible and/or retained losses (requires approval of the HACSB risk control administrator).
• Taxi, public transportation, and toll fares; mileage and incidental parking expenses.
• Publications and subscriptions (newspapers, magazines, books, pre-printed materials, reprints, publishers page charges, electronic publications, online subscription services, pre-recorded audio or video cassettes, slide presentations, tapes, CD's, diskettes when purchased from the publisher or producer; etc.).
• Professional association membership dues, fees, licenses, accreditation, and certifications.
• Royalties, broadcast rights, and film rentals from the producer or protected distributors.
• Petty cash purchases and reimbursements less than $50.
• Special items pre-approved by the Board of Commissioners or the Contracting Officer.

J.) Competitive Exceptions - Cooperative Intergovernmental Agreements: Consistent with the requirements of 2 CFR 200.318 and in order to promote efficiency and competition in the procurement of goods and services, HACSB may enter into agreements with other governmental agencies and regional or national intergovernmental purchasing networks or associations. The purpose of a cooperative intergovernmental agreement is to take advantage of a competitive selection process already conducted by another agency and thus save HACSB the time and expense of conducting its own selection process. In evaluating the use of a cooperative intergovernmental agreement, the Contracting Officer shall review for reasonableness of the standards in the competitive selection process conducted by the other agency.

K.) Concessions:

1.) Competitive Selection Process: In selecting concessionaires for various HACSB revenue-producing activities, including but not limited to vending and laundry machines operation, parking lot management, cellular and other communication antenna space leases, etc., HACSB shall generally conduct a competitive selection process similar to those outlined for RFPs.

2.) Objectives of competition: While HACSB is committed to a competitive selection process to help ensure openness in notifying concessionaires about business opportunities, HACSB’s primary objective in conducting a competitive selection process shall be to ensure that HACSB’s objectives of revenue generation and service delivery are met.
3.) **Waiver of competition:** On a case-by-case basis, the Contracting Officer may decide whether a competitive selection process shall be required for selecting a concessionaire.

L.) **Purchasing and Gas Cards:** The HACSB has authorized that certain employees be issued bank-sponsored visa credit cards (purchasing cards) and gas cards in HACSB’s name, in order to expedite the purchasing and payment process and reduce the administrative costs of small purchase transactions within the micro purchase threshold.

### 6.03 CONTRACT PRICING ARRANGEMENTS

**A.) Contract Types:** The Contracting Officer may use any type of contract which is appropriate to the procurement and which will promote the best interests of the HACSB, provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and HACSB. For all cost reimbursement contracts, the Contracting Officer must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

**B.)** The Contracting Officer is authorized by this policy to select and use the following contract types in accordance with 2 CFR 200.317-200.326 and the laws of the State of California:

- **Firm fixed price.** This contract type requires the delivery of a product or services at a specified price, fixed at the time of contract award and not subject to any adjustment.

- **Fixed price with economic price adjustment.** In cases where the market for a particular supply or service is especially volatile, and the HACSB needs a contract for a term greater than just an initial quantity, it is possible to use a contract type that allows for adjustment in prices based on changes in market conditions. Although the contract contains initial firm fixed prices, the prices are adjusted upward or downward during the performance period based on changes in an independent index of prices, such as the consumer price index or other commodity price indices that are not controlled by the contractor.

- **Fixed price incentive.** This contract type provides incentives for efficiency in performance by offering high profit for outstanding performance, modest profit for average performance, and low profit or loss for below average performance. The contract contains a price ceiling, a target cost, a target profit, and a formula for adjusting the profit based on performance.

- **Firm fixed price, level of effort.** This type of contract is useful in some cases when buying professional services. It provides a specific number of hours for a stated period of time at a fixed price. It describes the scope of work in
general terms (usually study or investigation), the contractor is normally required to submit reports showing the results achieved with the level of effort, and payment is based on effort expended, not on results.

- **Cost reimbursement (no fee).** In this type of contract, an estimated cost ceiling is negotiated at time of award, which limits the costs that may be reimbursed. There is no fee or profit, only reimbursement of incurred costs.

- **Cost sharing.** This type of contract is similar to the cost reimbursement (no fee) type, except that it provides for sharing of costs between the HACSB and the contractor, rather than full reimbursement of cost. At time of award, the parties agree to a sharing ratio.

- **Cost plus fixed fee.** This is among the least preferred type of contract, because it places total responsibility for contract performance on the HACSB, however, in some cases its use is necessary, because to use any other contract type would cause the contractor to charge excessively high prices/costs due to its need to cover the uncertainties involved.

- **Cost plus incentive fee.** This type of contract is appropriate when a fixed price incentive contract is not possible because of technical and cost uncertainties, performance objectives are known, confidence in achieving those objectives is high, and a formula can be negotiated that will provide for performance incentives.

- **Cost plus award fee.** This contract combines elements of the cost plus fixed fee and cost plus incentive fee by providing an estimated total cost (costs are reimbursed), a minimum fee, and an award fee based on the quality of the contractor's performance. Criteria are established for measuring the contractor's performance, and performance evaluated periodically during the contract for the purpose of determining any award fee due the contractor.

- **Time and materials and labor-hour.** A time and materials contract provides for payment of direct labor hours at fixed hourly rates, and material at cost (no fee or profit) the hourly rates are "burdened" or "loaded" rates, meaning that they include all indirect costs and profit. The contract contains a price ceiling that the contractor may only exceed at its own risk. HUD regulations 2 CFR 200.318 requires the following for any time and materials contract:
  - A determination that no other contract is suitable
  - A ceiling in the contract that the contractor exceeds at its own risk.

- **Requirements.** A requirements contract provides for the purchase of all actual needs of the HACSB from one contractor for specific supplies or services at fixed prices during a stated period of time. There is a realistic estimated total quantity, but no guaranteed minimum, and delivery orders are issued to obtain the needed items.

- **Indefinite quantity.** This contract type works in the same way as the requirements type contract, except that there is a guaranteed minimum that the HACSB must order (either in dollar terms or number of units). The
contract also contains a ceiling on the total amount that may be ordered. The initial contract obligates funds for the minimum quantity, but thereafter funds are obligated by delivery order.

- **Definite quantity.** This contract is similar to the requirements and indefinite quantity types, but is used when the HACSB knows the precise quantity of items needed, but there is uncertainty as to when delivery is required. Consequently, this contract provides for a specific quantity of supplies or services to be purchased, but delivery orders specify the quantities and times of delivery within the specified total. Funds are obligated for the total amount at time of award.

- **Basic ordering agreement (BOA).** A BOA is not a contract. It is an agreement that provides terms and conditions that will apply to future contracts or orders during a specified period of time, a description of the supplies or services needed (as specific as practicable), methods of pricing and issuing delivery orders, delivery terms, and a statement as to when any subsequent order becomes a contract.

- **Letter contract.** A letter contract is a legal preliminary, negotiated contract that authorizes the contractor to start work pending negotiation of a complete contract. It states the maximum liability of the HACSB (an amount necessary to cover performance until the complete contract is finished), the contract type, and the contractor's obligation to provide a cost breakdown. It may be used only in emergencies, if an immediate binding agreement is needed so contractor performance can begin. Each letter contract must have a schedule for negotiating the complete contract. This period shall not exceed 90 days. A letter contract obligates no more than 50% of the total estimated contract price.

### 6.04 CONTRACT DURATION AND OPTIONS

**A.)** Acknowledging the difficulty of developing a standard contract length that is appropriate for all types of contracts, the following shall govern the length of HACSB contracts:

1.) Generally, a supply or service contract shall be established for a two year base period, with an option to extend the contract for up to three additional one-year periods. The decision on the length of a contract shall be determined on a case-by-case basis, provided that the Contracting and Procurement and Contracts Supervisor approves the contract length.

2.) Solicitation documents and contracts shall include language about the anticipated length of a particular procurement.

3.) No contract may exceed a five year term, including for renewal or extension without HUD approval.

**B.)** Options for additional quantities or performance periods may be included in contracts, provided that:

1.) The option is contained in the solicitation;
2.) The option is a unilateral right of the HACSB;

3.) Option shall be considered only after the Contracting Officer has completed an analysis of the Contractor’s performance and the contractor has been found to be in full compliance with contract requirements;

4.) The contract states a limit on the additional quantities and the overall term of the contract;

5.) The options are evaluated as part of the initial competition;

6.) The contract states the period within which the options may be exercised;

7.) The options shall be exercised only at the price specified in or reasonably determinable from the contract; and

8.) The options shall be exercised only if determined to be more advantageous to HACSB than conducting a new procurement.

C.) Options shall be included in the initial award approval by the Board of Commissioners and therefore do not require subsequent approval to exercise at the beginning of each option year.
7.01 **POLICY**
As a public agency accountable to both the public and governmental funding agencies, the HACSB is committed to ensuring that the costs paid for obtaining necessary goods and services are reasonable and that HACSB’s interests are adequately protected. In doing so, the Contracting Officer shall evaluate the reasonableness of costs proposed by a contractor, consultant, or vendor. The evaluation shall be in compliance with HUD requirements.

A.) **Definitions**
1.) **Independent cost estimate**: an estimate of the anticipated costs of a contract or change order prepared by HACSB staff or other authorized party to assist HACSB in evaluating the reasonableness of costs proposed by a contractor, consultant, or vendor.

2.) **Price analysis**: a written review and evaluation of competitive prices received by HACSB to determine whether the proposed price of a contractor is reasonable when compared with prices provided by others in the market.

3.) **Cost analysis**: a written review and evaluation of whether the proposed cost of a contract, purchase order, or change order, not based on competitive prices received, is reasonable.

7.02 **COST PRACTICES PROHIBITED**
The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

7.03 **THRESHOLDS FOR APPLICATION FOR INDEPENDENT COST ESTIMATES, PRICE/COST ANALYSIS**

A.) **Micro Purchase**: The requirements for written independent cost estimates, cost analysis, or price analysis on federally funded contracts shall not be applicable to procurements or changes valued in the aggregate at less than $10,000, but shall be to all procurements which equal or exceed such threshold. The Contracting Officer is expected to exercise prudent and conservative judgment in evaluating the reasonableness of all such proposed expenditures. Such evaluation may include obtaining a breakdown of the contractor’s or consultant’s proposed costs. The execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer’s determination that the price obtained is reasonable, which may be based on the Contracting Officer’s prior experience or other factors.

B.) **Small Procurement**: Consistent with the provisions of these policies which establish $10,000 as the threshold for obtaining price competition. All procurement over
$10,000 but less than $250,000 must have a written independent cost estimate, cost analysis, or price analysis.

C.) Over $250,000: All procurement over $250,000 must have a written independent cost estimate, cost analysis, or price analysis.

D.) Direct payments: Transactions defined as direct payments are exempt from the requirements of this Section for conducting independent cost estimates, cost analysis, or price analysis.

E.) Non-Competitive Procurements: If adequate competition does not exist the Contracting Officer shall perform a cost analysis. The cost analysis shall evaluate the separate elements that make up a contractor’s total cost proposal or price to determine if they are allowable, directly related to the requirement, and reasonable.

7.04 INDEPENDENT COST ESTIMATES

A.) Purpose: The purpose of developing an independent cost estimate is to assist HACSB in evaluating:

1.) The reasonableness of prices obtained through competition where price was used as a selection criterion, or

2.) The reasonableness of prices proposed through a selection process where price was not used as a selection criterion.

B.) When required: Before soliciting bids or proposals, or prior to starting contract negotiations after making a selection based on a request for qualifications process, HACSB staff must develop an independent estimate of costs.

C.) Preparation of the Independence of estimate: The independent cost estimate may be prepared by qualified HACSB staff or by an independent consultant engaged for the purpose of preparing such an estimate.

7.05 PRICE ANALYSIS

A.) Purpose: The purpose of a price analysis is to ensure that the price that HACSB will be paying is reasonable based on competition in the market.

B.) When required: A price analysis is performed when HACSB staff compares prices submitted as part of a competitive selection process. When price is used as the only selection criterion and competition exists, HACSB must, prior to award of a contract, evaluate the price proposed for acquiring goods and services against responses received from competing firms. One of the most common uses of price analysis occurs when comparing bids received for a construction project.

\(^{10}\) 2 CFR §200.317 through §200.326 only requires that the Independent Cost Estimate be done “before receiving bids or proposals.

\(^{11}\) 2 CFR §200.317 through §200.326
7.06 **COST ANALYSIS**

A.) **Purpose:** The purpose of the cost analysis is to ensure that the proposed price is reasonable, and shall include an analysis of individual components of the cost.

B.) **When required:** When price is not used as the only selection criterion, HACSB must, prior to award of a contract or execution of a change order, conduct a cost analysis. The following situations require that a cost analysis be performed:

1.) Sole source selections
2.) Emergency selections (the Contracting Officer may waive preparation of a cost analysis for an emergency).
3.) Single response to a solicitation
4.) Contracts based on a request for qualifications (A & E contracts and development partners)
5.) Change orders or other modifications that change the contract amount.
6.) Contracts based on requests for proposals or informal solicitations where price is one of the evaluation criteria.

B.) **Exceptions:** A cost analysis does not need to be conducted if the reasonableness of the price can be established based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

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12 2 CFR §200.317 through §200.326
13 2 CFR §200.317 through §200.326
8.01 POLICY

It is the policy of the HACSB that the Contracting Officer shall take all actions necessary to ensure that the HACSB award contracts only to eligible responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract.

8.02 CONTRACTOR RESPONSIBILITY

A.) The Contracting Officer shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

1.) Have adequate financial resources to perform the contract, or the ability to obtain them;

2.) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder’s/offeror’s existing commercial and governmental business commitments;

3.) Have a satisfactory performance record;

4.) Have a satisfactory record of integrity and business ethics;

5.) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

6.) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,

7.) Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

8.) If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

B.) Request for Additional Information: Before a bid is considered for award, the bidder may be requested by the Contracting Officer to submit a statement or other documentation regarding any of the items above. Failure by the bidder to provide such additional information shall render the bidder non-responsible and ineligible for award.

C.) Debarment Status Review: The Contracting Officer shall ensure, prior to award of a contract that the proposed business has not been debarred, or otherwise declared ineligible for award, by an applicable regulatory agency. The following non-exclusive list of sources shall be reviewed when required:

1.) U.S. General Services Administration’s “List of Parties Excluded from Federal Procurement and Non-Procurement Programs.”

2.) U.S. Department of Housing and Urban Development’s “Limited Denial of Participation” List
3.) List of vendors/contractors prohibited from doing business in the State of California

8.03 BIDDER’S QUALIFICATIONS

A.) Qualification Submitted with Bid/Offer: The Contracting Officer shall develop and implement procedures that require each prospective bidder/offer to submit with the bid/proposal answers to questions contained in a standard form of questionnaire and financial statement including a complete statement of financial ability and experience in performing similar work.

B.) Pre-Qualification of Bidders/Offerors: The Contracting Officer may pre-qualify bidders/offerors. To do so, the Contracting Officer shall establish a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids. The process shall include the provision that upon request, the HACSB shall provide the prospective bidder with the “basis for the prospective bidder's disqualification,” and the prospective bidder must be “given the opportunity to rebut the evidence used as a basis for the disqualification and to present evidence” why the bidder should be found qualified. A bidder/offer shall be allowed to qualify during the solicitation period.

C.) License Requirement: In compliance with California Public Contract Code Section 10164, in all projects where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of California. The contract shall not be awarded unless the HACSB has verified that the contractor has a valid license in the appropriate classification for the work performed. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board. The HACSB shall include a statement to that effect in the Instruction to Bidders. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

D.) Compliance with IRS Regulations: Prior to making payment to a contractor, the Contracting Officer shall ensure that HACSB receives from the business (if not already on file), A W-9 or W-9 substitute form.

E.) Performance Evaluation Program: The Contracting Officer or designee shall develop and implement a performance evaluation system to evaluate the performance of contractors, consultants, and/or vendors doing business with the HACSB. Ratings on previous contracts from such a performance evaluation program may be used in evaluating when a business is responsible and capable of performing proposed work, and may also provide a local mechanism for debarring businesses from contracting with HACSB. This program shall be approved by the Board of Commissioners prior to implementation.
9.01 **POLICY**

The Contracting Officer shall attempt to resolve all procurement-related (solicitation, award, and contractual) disputes, protests, and appeals internally without outside review by either the State of California, HUD or the court system.

9.02 **PROTESTS**

A.) The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

1.) **Solicitations:** Any protest against a solicitation issued by HACSB must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

2.) **Awards:** Any protest against the award of a contract based on an IFB must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered. Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered. Any protest against the award of a contract based on an informal solicitation must be received by the Contracting Officer prior to award, or the protest will not be considered. Consistent with the nature of the informal process contemplated by 2 CFR 200.318, it shall be the responsibility of contractors, consultants, and vendors to call HACSB regarding the status of a contract award.

3.) **Decision to Reject a Bid:** Any appeal of a decision by HACSB to reject a bid submitted in response to an IFB must be received by the Contracting Officer within two business days after being notified in writing of HACSB’s decision, or the appeal will not be considered.

9.03 **WAIVER OF INFORMALITIES**

A.) The Contracting Officer may waive minor informalities or allow the bidder to correct them. Minor informalities are defined as minor deviations, insignificant mistakes, and matters of form rather than substance of the bid, proposal, or contract document which can be waived or corrected without prejudice to other offerors, potential offerors, or the governmental body.

9.04 **CANCELLATION REJECTION OF INVITATION FOR BIDS, REQUEST FOR PROPOSALS, OR OTHER SOLICITATION**

A.) The Contracting Officer may cancel an invitation for bids, a request for proposals, or other solicitation, or may reject in whole or in part any and all bids or proposals when the procurement officer determines that cancellation or rejection serves the best
interests of the HACSB. The procurement officer is required to state, in writing, the reason for a cancellation or rejection.

9.05 **LEGAL ACTION**

A.) A bidder or offeror, actual or prospective, who is refused permission or disqualified from participation in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, or who is denied withdrawal of a bid, may bring an action in the appropriate court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was arbitrary and capricious, or, in the case of denial of prequalification, that the decision to deny prequalification was not based on the criteria for denial of prequalification.

B.) A bidder, offeror or contractor, or potential bidder or offeror on a contract negotiated on a sole source or emergency basis whose protest of an award or decision to award is denied, may bring an action in the appropriate court challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not an honest exercise of discretion, but rather, is arbitrary or capricious or not in accordance with the Federal, state or local statutes, regulations, or terms and conditions of the invitation to bid or request for proposal.

C.) A contractor may bring an action involving a contract dispute with the HACSB in the appropriate court.

D.) A bidder, offeror, or contractor need not utilize administrative procedures, but if those procedures are invoked by the bidder, offeror, or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the HACSB agrees otherwise.

E.) Nothing in this section shall be construed to prevent the HACSB from instituting legal action against a contractor.

9.06 **ALTERNATIVE DISPUTE RESOLUTION**

F.) The Contracting Officer is authorized to submit and to enter into agreements for disputes and claims arising from contracts entered into under California mediation, arbitration and other alternative dispute resolution procedures.
10.01 **POLICY**

The Contracting Officer shall maintain records of procurement planning sufficient to detail the significant history of each procurement action. The level of documentation should be commensurate with the value of the procurement. Supporting documentation shall be in writing and placed in the procurement file.

10.02 **DOCUMENTATION**

A. These records shall include, but shall not necessarily be limited to, the following:\(^{14}\):

1. Procurement Plan
2. Independent Cost Estimate
3. Rationale for the method of procurement selected
4. The solicitation
5. Selection of contract pricing arrangement
6. Information regarding contractor selection or rejection, including, where applicable, the negotiation memo, the source selection panel, evaluation report, cost and price analysis, email correspondence (including offers, selections, pertinent pre- and post-award discussions and negotiations, etc.)
7. Basis for the contract price (price or cost analysis)
8. Contract administration issues/action.

10.03 **RECORD RETENTION**

A.) The Contracting Officer shall retain all significant and material documentation and records concerning all procurements they conduct. These records must be retained for a period of three years after final payment and all matters pertaining to the contract are closed. If any claims or litigation are involved, the records shall be retained until all issues are satisfactorily resolved.\(^{15}\)

10.04 **AUDITS**

A.) HUD and the Comptroller General of the United States shall have the right to audit all books, documents, papers, and records of the HACSB that are pertinent to financial assistance provided by HUD (see Section 15 of the Annual Contributions Contract, or ACC).

B.) The Contracting Officer shall include in each contract a clause requiring retention by the contractor of all required records pertaining to the contract. These records must be retained for a period of three years after final payment and all others matters pertaining to the contract are closed.\(^{16}\)

\(^{14}\) 2 CFR §200.317 through §200.326

\(^{15}\) 2 CFR §200.317 through §200.326

\(^{16}\) 2 CFR §200.317 through §200.326
10.05 **FUNDING AND PAYMENT**

A.) The Contracting Officer shall ensure the following:

1.) Funds are available for any purchases made and that there is an orderly process to pay contractors promptly.

2.) Funds shall be available in the property’s approved budget before making a purchase. Before solicitation, fund availability for each procurement must be approved by the Finance/Budget Department that funds are available before making the purchase.

3.) Work performed shall be inspected in a timely manner and that contractor invoices for work accepted by the HACSB are paid promptly. The Contracting Officer shall develop and implement procedures that causes an approvable invoice to be paid with 30 days. Invoices can be paid up to 10% over the invoiced amount to cover taxes and/or un-anticipated costs. Interest and Penalty shall be paid for late payments in compliance with any applicable State or local laws. In accordance with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, and cross-referenced in 24 CFR 85.22, certain penalties and interest cannot be paid with HUD program funds without written advance permission of HUD.

10.06 **INTERNAL CONTROLS**

A.) The Contracting Officer shall establish appropriate internal controls to assure the proper expenditure of funds.
11.01 POLICY

This Policy acknowledges the public’s right to access information concerning the conduct of the HACSB’s business. As such, a record shall not be withheld from disclosure unless it is exempt under applicable laws, or the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record. In compliance with the California Public Records Act, the Contracting Officer shall establish agency-wide procedures to be followed when making its records available for public inspection consistent with this Policy.

11.02 PUBLIC RECORDS

A.) Applicable Law: HACSB procurement information shall be a matter of public record to the extent provided for in California Public Records Act, Government Code §§ 6250 et seq. and will be made available upon request and as provided in that code.

B.) The Public Records Act: The Public Records Act is designed to give the public access to information in possession of public agencies: “public records are open to inspection at all times during the office hours of the…agency and every person has a right to inspect any public record, except as . . . provided, [and to receive] an exact copy” of an identifiable record unless impracticable. (§ 6253). Specific exceptions to disclosure are listed in sections 6253.2, 6253.5, 6253.6, 6254, 6254.1-6254.22, 6255, 6267, 6268, 6276.02- 6276.48; to ensure maximum access, they are read narrowly. The agency always bears the burden of justifying nondisclosure, and "any reasonably segregable portion . . . shall be available for inspection…after deletion of the portions which are exempt." (§ 6253(a)).

C.) Access to Records: Access is immediate and allowed at all times during business hours. (§ 6253(a)) Staff need not disrupt operations to allow immediate access, but a decision whether to grant access must be prompt. An agency may not adopt rules that limit the hours records are open for viewing and inspection. (§§ 6253(d); 6253.4(b)) The agency must provide assistance by helping to identify records and information relevant to the request and suggesting ways to overcome any practical basis for denying access. (§ 6253.1) The HACSB has 10 days to decide if copies will be provided. In “unusual” cases (request is “voluminous,” seeks records held off-site, OR requires consultation with other agencies), the agency may, upon written notice to the requesters, give itself an additional 14 days to respond. (§ 6253(c)) These time periods may not be used solely to delay access to the records. (§ 6253(d)) The agency may never make records available only in electronic form. (§ 6253.9(e))

D.) Cost of Records: Access is always free. Fees for “inspection” or “processing” are prohibited. (§ 6253) Copy costs are limited to "statutory fees" set by the Legislature (not by local ordinance) or the “direct cost of duplication”, usually 10 to 25 cents per page. Charges for search, review or deletion are not allowed. (§ 6253(b). If a request for electronic records either (1) is for a record normally issued only periodically, or (2) requires data compilation, extraction, or programming, copying costs may include the cost of the programming. (§ 6253.9(a)(b)).

E.) Withholding Records: The HACSB must justify the withholding of any record by demonstrating that the record is exempt or that the public interest in confidentiality outweighs the public interest in disclosure. (§ 6255)
F.) Contractor Payroll Reports: Payroll reports received by HACSB from contractors and subcontractors on construction projects, for the purpose of monitoring prevailing wage requirements, shall not be released to outside parties unless the employees’ personal identifiers (e.g., name, address, social security number) are first deleted. Requests for such information shall be forwarded to the HUD Regional Labor Relations Office for review and response.

G.) Protected Information: Certain information about procurements is considered public (e.g., name of the winning contractor and total contract price) and may be released to the public in accordance with this Policy and applicable State laws and regulations governing freedom of information. Other information related to procurement is protected from disclosure (e.g., independent cost estimates, proprietary business information such as technical methods or processes, detailed pricing information, personal information, and information such as internal proposal evaluations).

H.) Disclosure of Information Relating to Contracts, Bids and Proposals:

1.) Records of contractors’ bids shall be available for inspection immediately following the opening of bids.

2.) Responses to Requests for Proposals or Requests for Qualifications/Quotations and similar submittals shall be regarded as public records and are available for inspection after HACSB staff’s recommendation has been made public, unless there are elements in the proposal which are defined by the proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” Although trade secret information may be exempt from disclosure, the HACSB typically is not in a position to establish whether the information that a proposer has submitted is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary”, the HACSB will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court or government agency of competent jurisdiction.

3.) When an individual, firm or organization is awarded a contract, information including financial information which was submitted to the HACSB during the bid or proposal process from all proposers will be subject to disclosure unless plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or otherwise exempt.

I.) Budgetary Information: Budgetary information made available during the public participation process is not exempt. However, independent cost estimates or other such information shall not be released until after the award of the contract for which the estimate has been prepared. Additionally, invoices or records of payments, which are submitted to the HACSB, shall be subject to disclosure unless the record is confidential or privileged under State or Federal law.
§200.317   Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318   General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local
intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.


§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair
competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. Proposals must be solicited from an adequate number of qualified sources;

3. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

5. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;

2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

4. After solicitation of a number of sources, competition is determined inadequate.


§200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.


A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.


§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency
agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Vacated Tenant Accounts for the Affordable Housing Program to be Written Off to Collection Loss for November 2019

RECOMMENDATION(S)
Approve vacated tenant accounts for November 2019 for the Affordable Housing Program to be written off to collection loss.
(Presenter: Maria Razo, Executive Director, 332-3605)

GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT
The accounts receivable losses for the month ending November 30, 2019 is $8,851.39 as summarized below. The Housing Authority of the County of San Bernardino (HACSB) included the collection losses in their annual budget process and these monthly losses are in line with budgeted projected losses.

BACKGROUND INFORMATION
On a monthly basis, HACSB records vacated tenant accounts for the Affordable Housing Program for the purpose of being written off to collection losses. These reports are summarized by the agency’s properties, also known as management points and must be received and approved by HACSB Board of Commissioners (Board). Despite the agency’s reasonable efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with the agency’s contracted collection agency.

Historically, the amounts can vary greatly from month to month especially if tenants are evicted, as opposed to tenants moving out, with unpaid rent and maintenance charges assessed for damage of the units. Based on the last six months, the monthly collection losses for Affordable Housing ranges from $6,682-$18,099. The total write off for the month of November 2019 is $8,851.39 as delineated in the table below.

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<th>SUMMARY PER MANAGEMENT POINT</th>
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<td>MGMT. POINT</td>
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<td>NET TOTAL WRITE OFF</td>
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**PROCUREMENT**
Not applicable.

**REVIEW BY OTHERS**
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 18, 2019
### The Housing Authority of the County of San Bernardino

**COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM**

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</table>

**TOTALS:**
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

<table>
<thead>
<tr>
<th>Item #</th>
<th>Type of Notice</th>
<th>Date Notice Served</th>
<th>Posted or Hand Delivered</th>
<th>Date File Sent to Attorney</th>
<th>Date Attorney Filed in Court</th>
<th>Response Filed by Tenant (Y or N)</th>
<th>Court Date</th>
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<th>Vacate Date</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

**COMMENTS:** Provide detailed information regarding excessive balances in any category listed above and process related delays

No Collection Loss for November 2019

Submitted by: Eduardo Martinez  
Date: 12/6/2019  
Reviewed by: Gus Joslin  
Date: 

*Reasons:  
E = Eviction  
S = Skip  
V = Voluntary  
T = Terminated Tenancy  

**Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.
## The Housing Authority of the County of San Bernardino

**COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM**

Management Point: 205  
Month End: 11/30/2019

<table>
<thead>
<tr>
<th>Item #</th>
<th>Last Name</th>
<th>First Name</th>
<th>ID No.</th>
<th>REASON</th>
<th>MONTHLY RENT</th>
<th>UNPAID RENT (*)</th>
<th>UNPAID MISC. (**)</th>
<th>MAINT. FEES</th>
<th>LEGAL FEES</th>
<th>TOTAL OWED</th>
<th>LESS DEPOSIT</th>
<th>NET DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ -</td>
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</tr>
</tbody>
</table>

**TOTALS:**  
- MONTHLY RENT: $ -  
- UNPAID RENT (*): $ -  
- UNPAID MISC. (**) = $ -  
- MAINT. FEES = $ -  
- LEGAL FEES = $ -  
- TOTAL OWED: $ -  
- LESS DEPOSIT: $ -  
- NET DUE: $ -

<table>
<thead>
<tr>
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</tbody>
</table>

**COMMENTS:** Provide detailed information regarding excessive balances in any category listed above and process related delays

No Collection Loss for November 2019

Submitted by: Laurie Herrera  
Reviewed by: Gus Joslin  
Date: 12/6/2019

*Reasons:  
E = Eviction  
S = Skip  
V = Voluntary  
T = Terminated Tenancy

*Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.*
### The Housing Authority of the County of San Bernardino

**COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM**

Management Point: 206  
Month End: 11/30/2019

<table>
<thead>
<tr>
<th>Item #</th>
<th>Last Name</th>
<th>First Name</th>
<th>ID No.</th>
<th>REASON</th>
<th>MONTHLY RENT</th>
<th>UNPAID RENT (*)</th>
<th>UNPAID MISC. (**)</th>
<th>MAINT. FEES</th>
<th>LEGAL FEES</th>
<th>TOTAL OWED</th>
<th>LESS DEPOSIT</th>
<th>NET DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>R. M.</td>
<td></td>
<td>t0033007</td>
<td>E</td>
<td>$850.00</td>
<td>$1,905.00</td>
<td>$75.00</td>
<td>$75.00</td>
<td>$650.00</td>
<td>$2,705.00</td>
<td>$1,050.00</td>
<td>$1,655.00</td>
</tr>
<tr>
<td>2</td>
<td>S. S.</td>
<td></td>
<td>t0029674</td>
<td>E</td>
<td>$275.00</td>
<td>$724.00</td>
<td>$52.00</td>
<td>$2,260.75</td>
<td>$875.00</td>
<td>$3,911.75</td>
<td>$500.00</td>
<td>$3,411.75</td>
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</table>

**TOTALS:**  
- Monthly Rent: $2,629.00  
- Unpaid Rent: $127.00  
- Unpaid Misc.: $1,525.00  
- Total Owed: $6,616.75  
- Less Deposit: $1,550.00  
- Net Due: $5,066.75

<table>
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<th>Date Attorney Filed in Court</th>
<th>Response Filed by Tenant (Y or N)</th>
<th>Court Date</th>
<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
</table>

**COMMENTS:** Provide detailed information regarding excessive balances in any category listed above and process related delays

1. Resident moved out by eviction due to non-payment of rent. Net due is for move out charges not covered by the security deposit.
2. Resident moved out by eviction due to non-payment of rent. Maintenance charges due to unit damage. Net due is for move out charges not covered by the security deposit.

Submitted by: Maya Camacho  
Date: 12/6/2019  
Reviewed by: Gus Joslin  
Date: 11/8/2019

*Reasons:  
- E = Eviction  
- S = Skip  
- V = Voluntary  
- T = Terminated Tenancy

**Unpaid Misc.:** Stipulated agreements for rent, maintenance charges, late charges, etc.
### The Housing Authority of the County of San Bernardino

**COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM**

**Management Point:** 207  
**Month End:** 11/30/2019

#### Item # | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*) | UNPAID MISC. (**) | MAINT. FEES | LEGAL FEES | TOTAL OWED | LESS DEPOSIT | NET DUE  
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---  
1 | W. | L. | t0109635 | E | $554.00 | $2,130.13 | $ - | | $1,804.51 | $650.00 | $4,584.64 | $800.00 | $3,784.64  
2 |  |  |  |  |  |  |  |  |  |  |  |  
3 |  |  |  |  |  |  |  |  |  |  |  |  
4 |  |  |  |  |  |  |  |  |  |  |  |  
5 |  |  |  |  |  |  |  |  |  |  |  |  

**TOTALS:** $2,130.13 $0.00 $1,804.51 $650.00 $4,584.64 $800.00 $3,784.64

#### Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) | Court Date | Lock Out Date | Vacate Date  
--- | --- | --- | --- | --- | --- | --- | --- | --- | ---  
2 |  |  |  |  |  |  |  |  |  
3 |  |  |  |  |  |  |  |  |  
4 |  |  |  |  |  |  |  |  |  
5 |  |  |  |  |  |  |  |  |  

**COMMENTS:** Provide detailed information regarding excessive balances in any category listed above and process related delays

1. Resident moved out by eviction due to non-payment of rent. Net due is for move out charges not covered by the security deposit.

---

Submitted by: DeDe Sanchez  
Date: 12/6/2019  
Reviewed by: Gus Joslin  
Date:

*Reasons:  
E = Eviction  
S = Skip  
V = Voluntary  
T = Terminated Tenancy  

**Unpaid Misc.:** Stipulated agreements for rent, maintenance charges, late charges, etc.
REPORT/RECOMMENDATION TO THE SAN BERNARDINO COUNTY BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN
BENARDINO AND RECORD OF ACTION

January 14, 2020

FROM
MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino

SUBJECT
Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month Ending November 2019

RECOMMENDATION(S)
Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in November 2019.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES
Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT
The accounts receivable losses for the month ending November 30, 2019 is $20,071.69. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in their annual budget. The monthly losses as detailed below are in line with the budgeted losses and historical trends.

<table>
<thead>
<tr>
<th>SUMMARY BY PROPERTY MANAGEMENT</th>
<th>NO. VACATED</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROPERTY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>402 – Summit Place</td>
<td>3</td>
<td>$4,546.00</td>
</tr>
<tr>
<td>407 – Sunset Pointe</td>
<td>3</td>
<td>$2,589.00</td>
</tr>
<tr>
<td>408 – Sunrise Vista</td>
<td>5</td>
<td>$1,343.05</td>
</tr>
<tr>
<td>416 – Arrowhead</td>
<td>1</td>
<td>$82.00</td>
</tr>
<tr>
<td>428 – Charlemagne</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>439 – Hampton</td>
<td>1</td>
<td>($546.60)</td>
</tr>
<tr>
<td>467 – Hillcrest</td>
<td>1</td>
<td>-</td>
</tr>
<tr>
<td>Concessions Write Off</td>
<td></td>
<td>-</td>
</tr>
<tr>
<td>TOTAL RENT WRITE OFF</td>
<td>15</td>
<td>$8,013.45</td>
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<tr>
<td>Miscellaneous Charges</td>
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<td>$175.00</td>
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<tr>
<td>Maintenance Charges</td>
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<td>$14,852.24</td>
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<td>Legal Charges</td>
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<td>$3,340.00</td>
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<td>Security Deposits Applied</td>
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<td>($6,309.00)</td>
</tr>
<tr>
<td>NET TOTAL WRITE OFF</td>
<td></td>
<td>$20,071.69</td>
</tr>
</tbody>
</table>

BACKGROUND INFORMATION
On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. The agency’s Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of
partnerships with local governments and/or HACSB’s non-profit affiliate Housing Partners I, Inc. Despite the agency’s reasonable efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with the agency’s contracted collection agency. As part of HACSB’s standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. The total write off for the month of November 2019 is $20,071.69 as delineated in the table below. Attached is a worksheet that itemizes the individual accounts.

**PROCUREMENT**
Not applicable.

**REVIEW BY OTHERS**
This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on December 18, 2019
## The Housing Authority of the County of San Bernardino

**COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM**

| Item # | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*) | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES | LEGAL FEES | TOTAL OWED | LESS DEPOSIT | NET DUE |
|--------|-----------|------------|-------|--------|--------------|----------------|---------------|----------------|-------------|------------|-----------|------------|------------|--------|
| 402 - Summit Place | 1 | H. S. | E | | 900.00 | 1,211.00 | - | - | 328.00 | 690.00 | 2,229.00 | 500.00 | 1,729.00 |
|        | 2 | C. V. | E | | 1,195.00 | 1,932.00 | - | - | 713.00 | 650.00 | 3,295.00 | 935.00 | 2,360.00 |
|        | 3 | M. L. | V | | 1,365.00 | 1,403.00 | - | 50.00 | 993.00 | 2,446.00 | 600.00 | 1,846.00 |
| **TOTALS:** | | | | | 4,546.00 | - | - | 2,034.00 | 1,340.00 | 7,970.00 | 2,035.00 | 5,935.00 |

<table>
<thead>
<tr>
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<th>Response Filed by Tenant (Y or N)</th>
<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 Day Pay or Quit</td>
<td>08/07/19</td>
<td>Hand</td>
<td>08/30/19</td>
<td>09/03/19</td>
<td>N</td>
<td>N/A</td>
<td>11/08/19</td>
<td>11/08/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3 Day Pay or Quit</td>
<td>09/06/19</td>
<td>Posted</td>
<td>09/30/19</td>
<td>10/03/19</td>
<td>N</td>
<td>N/A</td>
<td>turned in keys 10/17/19</td>
<td>10/17/19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>30 Day Notice</td>
<td>10/01/19</td>
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<td></td>
<td></td>
<td>10/31/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| 407 - Sunset Pointe | 4 | M. D. | V | | 825.00 | 21.00 | - | - | 787.32 | 808.32 | 800.00 | 8.32 |
|        | 5 | C. C. | V | | 825.00 | 855.00 | - | - | 2,134.46 | 2,989.46 | 800.00 | 2,189.46 |
|        | 6 | C. D. | E | | 775.00 | 1,713.00 | - | - | 1,445.10 | 750.00 | 3,908.10 | 775.00 | 3,133.10 |
| **TOTALS:** | | | | | 2,589.00 | - | - | 4,366.88 | 750.00 | 7,705.88 | 2,375.00 | 5,330.88 |

<table>
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<tr>
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<th>Vacate Date</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td>30 Day Notice</td>
<td>10/01/19</td>
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<td></td>
<td>11/04/19</td>
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<tr>
<td>5</td>
<td>3 Day Pay or Quit</td>
<td>10/07/19</td>
<td>Posted</td>
<td>N/A</td>
<td>turned in keys to avoid eviction</td>
<td></td>
<td></td>
<td></td>
<td>11/19/19</td>
</tr>
<tr>
<td>6</td>
<td>3 Day Pay or Quit</td>
<td>09/06/19</td>
<td>Posted</td>
<td>09/30/19</td>
<td>10/02/19</td>
<td>N</td>
<td>default</td>
<td>11/19/19</td>
<td>11/19/19</td>
</tr>
</tbody>
</table>
## COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

### Month End: 11/30/19

<table>
<thead>
<tr>
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<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Payment on bad debt</td>
<td>09/06/19</td>
<td>Posted</td>
<td>09/30/19</td>
<td>10/02/19</td>
<td>Y</td>
<td>11/07/19</td>
<td>11/18/19</td>
<td>11/18/19</td>
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<tr>
<td>8</td>
<td>Payment on bad debt</td>
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<td>9</td>
<td>Collection on bad debt</td>
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<td></td>
</tr>
<tr>
<td>10</td>
<td>3 Day Pay or Quit</td>
<td>11/01/19</td>
<td>Hand</td>
<td>N/A</td>
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<tr>
<td>11</td>
<td>Skipped</td>
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</tr>
</tbody>
</table>

### 428 - Charlemagne

<table>
<thead>
<tr>
<th>Item #</th>
<th>Type of Notice</th>
<th>Date Notice Served</th>
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<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>30 Day Notice</td>
<td>09/30/19</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### 416 - Arrowhead

<table>
<thead>
<tr>
<th>Item #</th>
<th>Type of Notice</th>
<th>Date Notice Served</th>
<th>Posted or Hand Delivered</th>
<th>Date File Sent to Attorney</th>
<th>Date Attorney Filed in Court</th>
<th>Response Filed by Tenant (Y or N)</th>
<th>Court Date</th>
<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>3 Day Pay or Quit</td>
<td>11/01/19</td>
<td>Hand</td>
<td>N/A</td>
<td></td>
<td></td>
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</table>

### 408 - Sunrise Vista

<table>
<thead>
<tr>
<th>Item #</th>
<th>Type of Notice</th>
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<th>Posted or Hand Delivered</th>
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<th>Date Attorney Filed in Court</th>
<th>Response Filed by Tenant (Y or N)</th>
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<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>3 Day Pay or Quit</td>
<td>09/06/19</td>
<td>Posted</td>
<td>09/30/19</td>
<td>10/02/19</td>
<td>Y</td>
<td>11/07/19</td>
<td>11/18/19</td>
<td>11/18/19</td>
</tr>
<tr>
<td>8</td>
<td>3 Day Pay or Quit</td>
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</tr>
<tr>
<td>9</td>
<td>3 Day Pay or Quit</td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>3 Day Pay or Quit</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>3 Day Pay or Quit</td>
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</tbody>
</table>
# COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

## Month End: 11/30/19

**439 - Hampton**

<table>
<thead>
<tr>
<th>Item #</th>
<th>Type of Notice</th>
<th>Date Notice Served</th>
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<th>Lock Out Date</th>
<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>Skipped</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td>10/21/19</td>
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</tbody>
</table>

**TOTALS:**

|   |   |   | 546.60 | - | 50.00 | 1,730.88 | - | 1,234.28 | 400.00 | 834.28 |

**467 - Hillcrest**

<table>
<thead>
<tr>
<th>Item #</th>
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<th>Vacate Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Payment on bad debt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS:**

|   |   |   | - | 100.00 | - | 100.00 | - | 100.00 | - |

**ALL PROPERTY TOTALS:**

|   |   |   | 8,013.45 | - | 175.00 | 14,852.24 | 3,340.00 | 26,380.69 | 6,309.00 | 20,071.69 |

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*Reasons:

- **E**=Eviction
- **S**=Skip
- **V**=Voluntary
- **T**=Terminated Tenancy

**Unpaid Misc.:** Stipulated agreements for rent, maintenance charges, late charges, etc.

Submitted by: ___________________________ Date: ___________ Reviewed by: ___________________________ Date: ___________