



A Joint Powers
Agency

MEMBERS

City of Sacramento

County of Sacramento

Housing Authority of the
City of Sacramento

Housing Authority of the
County of Sacramento

The Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA) on behalf of the Sacramento Housing Authority Repositioning Program (SHARP)

Request for Qualifications

General Contractor for Pre- Construction and Construction Management Services – RAD Phase 1 Project

RFQ # 1932-DD

Issued: May 22, 2019

Submittal Deadline

@11:00 a.m. PST – June 17, 2019

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Copies of this RFP may be obtained from:
Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
(916) 440-1378
ps@shra.org

Or by visiting our website @ www.shra.org

Table of Contents

Introduction.....	1
General Contractor Minimum Qualifications.....	2
M/WBE and Section 3 Requirements.....	8
Contact.....	6
Contract.....	10
Submission Procedures, Requirements and Selection Process.....	6
RFQ Timeline.....	2
Pre-Submittal Meeting.....	6
Time and Place for Submission of Qualifications.....	6
Proposal Format.....	6
Submittal Review.....	9
Selection Process.....	9
Evaluation Criteria.....	10
Award Notice and Acceptance Period.....	10
Award of Contract.....	10
Agency Rights, Options and Policies.....	10
Attachment A – Qualifications Form.....	12
Attachment B – Insurance Requirements.....	20
Attachment C – Section 3 Documents.....	23
Attachment D – Sample Construction Solicitation Documents.....	27
Attachment E – Sample Contract.....	126

The Housing Authority of the City of Sacramento and the
Housing Authority of the County of Sacramento (HA) on behalf
of the Sacramento Housing Authority Repositioning Program
(SHARP)

Request for Qualifications

General Contractor for Pre-Construction and
Construction Management Services
RAD Phase 1 Project

Date: May 22, 2019

Introduction

The Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA or Agency) on behalf of the Sacramento Housing Authority Repositioning Program (SHARP) are seeking a General Contractor (GC) to provide Pre-Construction and Construction Management services for the rehabilitation of six HA multi-family properties. Together these six properties comprise the first phase of the HA's plan to convert its assets to the Rental Assistance Demonstration (RAD) program and ownership by SHARP. Applicants with relevant experience and the qualifications required to implement the scope of work as described in this RFQ are encouraged to respond. The selected Contractor will work with the HA's Project Team during the Preconstruction period to develop the scope of rehabilitation so that it conforms to the various program requirements and budget constraints. The expectation is that a Construction Contract will be negotiated and executed prior to commencement of construction.

The Applicant must be skilled in performing the following Pre-Construction activities, including, but not limited to: preparing cost estimates, working with owners and stakeholders to perform value engineering, and preparing a Critical Path Method (CPM) schedule and preparing a phasing plan for the performance of the work. In addition, the Applicant must be familiar with the local labor and subcontracting environment and be experienced in implementing Section 3 requirements and local business inclusion.

Construction costs for this project are anticipated to be in the \$6 million range, which will include physical improvements to the buildings and various site improvements. This budget shall include all general conditions, overhead and profit, insurance, contingency, etc. An overview of the scope of work associated with the project is included in the Project Description below. More detailed scopes will be provided at a later date.

The Project Manager for this project is Mark Hamilton. Phone number: (916) 449-6248.

Selection Schedule

- | | |
|-------------------------------------|-----------------------------|
| 1. Date RFQ Issued | May 22, 2019 |
| 2. Pre-proposal Conference | May 30, 2019 @ 1:30 p.m. |
| 3. Request for Information Due | June 6, 2019 by 12:00 noon |
| 4. Statements of Qualifications Due | June 17, 2019 by 11:00 a.m. |
| 5. Notice of Intent to Award | June 19, 2019 |
| 6. Notice of Award | June 26, 2019 |

Responses to questions and other updates will be posted on the Agency website @ www.shra.gov under the **Doing Business With SHRA** tab and the name of this solicitation.

Anticipated Project Schedule

- | | |
|--------------------------------|------------------------|
| 1. General Contractor Selected | June 2019 |
| 2. Contract execution | June-July 2019 |
| 3. Project Design | July-August 2019 |
| 4. Bid and Contract process | September-October 2019 |
| 5. Design and Permits | November 2019 |
| 6. Construction Start | December 2019 |
| 7. Complete Construction | January 2021 |

Please note that HA plans to phase the Project such that residents are relocated for no longer than 30 days each.

Submittals should include a statement of the Applicant's approach to effective use of time and financial resources to meet the Project schedule and budget.

Minimum Qualifications

1. The GC shall be licensed in the State of California as a Contractor holding a B General Building Contractor's license.
2. The GC and all lower tiered sub-contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).
3. The GC must have experience with similar projects involving the rehabilitation of multi-family sites and structures similar in size and scope to this project.
4. The GC shall have successfully completed comparable projects within the last five years, within the United States and at least one of which was completed in the State of California.
5. The GC must be bondable to 100% of the anticipated value of the project. GC will be required to provide a Labor & Material Payment Bond and a Performance Bond for 100% of the value of the project.
6. The GC must be able to meet Agency Insurance Requirements (Attachment A).

Project Description

This project consists of 6 multi-family properties with a total dwelling unit count of 124. These residential apartments are currently part of the HA's Public Housing stock; therefore, HUD housing rehabilitation guidelines must be met in their renovation.

The properties are:

1. 9205 Elk Grove Blvd., Elk Grove, CA 95624 (16 units)
2. 4500 and 4530 Perry Avenue, Sacramento, CA 95820 (10 units)
3. 4930 El Paraiso Avenue, Sacramento, CA 95824 (36 units)
4. 1043 43rd Avenue, Sacramento, CA 95822 (28 units)
5. 8223 Walerga Road, Antelope, CA 95843 (24 units)
6. 4921 Folsom Blvd, Sacramento, CA 95819 (10 units)

Applicant shall provide Preconstruction services, including cost estimating, scheduling and phasing logistics during the design phase of the Project, and Construction services during the rehabilitation phase of the Project.

Scope of Work for Construction services may include some or all of the following scope items, depending on the need at the individual sites:

- Site improvements, such as parking lot repairs and re-sealing/stripping, site grading improvements, landscape improvements, fencing, walkway repairs/replacement, site lighting, etc.
- Building envelope improvements, including new windows, siding and roofing at selected properties
- Interior and exterior paint throughout
- ADA modifications at selected locations
- Kitchen modifications, including replacement or re-facing of cabinets and countertops as needed, appliances (including dishwashers and garbage disposers at selected properties, etc.
- Bathroom modifications, including shower surrounds, vanities, fixtures, exhaust fans, etc.
- Flooring replacement
- Doors and hardware
- Common area and Laundry Room upgrades
- HVAC repairs and/or replacements
- Electrical repairs and light fixture replacement (with LED fixtures)
- Plumbing repairs and/or plumbing fixture replacements
- Replacement of smoke detectors with new combination smoke/carbon monoxide detectors
- Other items as required to conform to project requirements

Project Goal and Objectives

The HA is seeking a General Contractor to provide advisory, planning, design development, cost analysis and construction management services related to the buildings' upgrades as necessary to insure that the buildings will function over at least the next 10 to 15 years under a standard preventive maintenance program without the need for any major capital improvements to the properties or their major systems.

To meet this goal, the scope of services for the selected General Contractor is anticipated to be as follows:

Phase One: Pre-construction Services

1. Provide cost estimating and project scheduling for various aspects of the project during the design phase of the project. Note that the HA is contracting separately with architects (Design Team) to provide construction documents for each of the six properties. The GC will be tasked with working with the Design Team to assist in value engineering the project such that the proposed budget can be met.
2. Publicly bid all construction trades as necessary to complete the project through a public bid process, which shall include all applicable Federal labor standards, required postings, prevailing wage decisions, and Section 3 and M/WBE Outreach requirements. This process shall incorporate the completed Construction Documents (drawings, specifications, etc.) prepared by the Design Team prior to bidding. HA shall approve of all solicitation documents. GC shall provide bid spreadsheets and bid packages to HA for review. HA shall have final approval of subcontractors performing the work. **Note that the GC may NOT self-perform any of the construction work.** A sample of the construction solicitation documents is provided in **Attachment D**.
3. Establish the construction improvement cost for the identified scope of work.

Phase Two: Construction Services

1. Execute a contract for construction.
2. Manage the construction of the project, including overseeing the work of the subcontractors, working with the HA Project Team to coordinate temporary relocation of tenants as required to complete the work and meet the project schedule, etc.

Project Challenges

1. Potential for multiple project funding sources, including Low Income Housing Tax Credits
2. Performance deadlines which are fixed, based on funding sources
3. The requirement to maintain a safe working environment for the contractors and the building's residents
4. Hazardous materials abatement as required.

Anticipated Scope of Services

Construction services shall include, but may not be limited to, the following:

A. Permit Process: Facilitate acquiring the Building permit for the project.

1. Work with the Project Manager, the County of Sacramento and the City of Sacramento to facilitate and secure the required building permits for the project.

B. Site Control and Management

1. Develop a comprehensive plan to control construction and construction-related activities on the site.

2. Develop a plan for 24 hour response to emergencies related to the project
3. Work with the Project Manager and HA's Relocation Specialist to develop construction phasing for the project.

C. Construction Services:

1. Contract for construction with the owner.
2. Execute sub-contractor agreements and manage subsequent work.
3. Prepare, update, and manage the project schedule during the Pre-Construction and Construction phases of the project.
4. Manage the Request for Information process.
5. Manage the Change Order Request process.
6. Provide Requests for Information and revisions as required.
7. Document the construction process w/ photography and daily logs.
8. Manage any Time and Material work authorization.
9. Coordinate unit completion with the HA and relocation staff to facilitate tenant move-ins.
10. Provide full time on-site project management and supervision during the major portions of project construction and document approval of work by local Building Inspectors.
11. Prepare progress payment requests on a monthly basis.
12. Manage the payment process and insure all subcontractors and suppliers are being paid as the project progresses.
13. Provide a Monthly Report clearly identifying all aspects of the construction, including schedule compliance, budget status, change order status, and all other pertinent information for the project stakeholders.
14. Help resolve any construction schedule issues, project budget issues, and sub-contractor claims or disputes.
15. Obtain all Certificates of Occupancy and/or final building permit signoffs for the units and facilities.
16. Coordinate unit and facility occupancy with the Project Manager.
17. Provide accurate Final Record Document to the owner at the close of the project.
18. Provide all Operating and Maintenance information on installed equipment to the HA
19. Organize all warranty information on all installed equipment and materials and set-up a contractor call-back process to be initiated by the Management Company as needed during the warranty period
20. Organize, box, and provide all project files as directed to by the owner at the close of the project.
21. GC shall certify and be responsible for all prevailing wage and labor standards compliance by GC and all subcontractors.
22. Serve at all times as an advocate of the HA.

Prevailing Wages

The contracts with the selected GC and all subcontractors for this project are subject to Federal and State labor standards. The selected GC and subcontractors will be required to pay the higher of Davis-Bacon or State Prevailing Wage. Additionally, all contracts are subject to affirmative action requirements, Section 3 requirements of the HUD Act of 1968, Minority and Women Owned Business Enterprise standards. Agency shall provide the applicable Davis-Bacon Prevailing Wage decision for all bidding processes.

Contact

All questions and requests for clarification concerning this RFQ are to be submitted in writing (letter, e-mail or fax) to:

Mark Hamilton – Project Manager
(916) 449-6248 (voice)
(916) 442-6736 (fax)
E-Mail: mhamilton@shra.org

All questions concerning submittal procedures, requirements and selection procedures are to be directed to:

Dina D. Dennis – Procurement Services
(916) 440-1342 – Phone
E-Mail: ddennis@shra.org

Do not contact other Agency employees or Selection Committee members regarding this project or the selection procedures. The Agency will not be responsible for oral or other explanations / interpretations of the RFQ document or procedures.

Pre-Submittal Meeting

A Pre-Submittal meeting and review of the buildings will be held on **Thursday, May 30th at 1:30 p.m.** at 801 12th Street, SHRA Commission Room, 2nd Floor, Sacramento, CA 95814.

The Pre-Submittal Meeting is not mandatory; however, firms interested in submitting their qualifications are encouraged to attend.

Submission Procedures, Requirements and Selection Process

Time and Place for Submission of Qualifications

General Contractors responding to this RFQ shall review the specific submittal requirements and submit eight (8) bound copies and one (1) flash drive of their Qualifications to:

**Dina D. Dennis, Procurement Services – 2nd Floor
Sacramento Housing and Redevelopment Agency**

**801 12th Street
Sacramento, CA 95814**

Response to RFQ # 1932-DD

All submittals must be received no later than 11:00 a.m. on Monday, June 17, 2019. If the submission is late, incomplete or lacking in the number of copies required, that firm, at the option of the Agency, shall be eliminated from consideration. Postmarks, e-mails, and faxes will not be accepted.

Qualifications Submittal Format and Requirements:

- Submittals are to be bound, single-sided, standard sized (8.5" x 11") pages. Submittals are not limited in length; however, brevity and conciseness are encouraged. Number each page. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number and letter.
- This project requires the payment of prevailing wages in accordance with the Davis-Bacon Act.

1. The submittal must provide the following information:

- A) A letter introducing your firm, printed on the company's letter head stating the company's full name, mailing and street address, telephone number, fax number, and e-mail address if applicable, and listing in general the types of services that can be provided. Executed by an authorized signatory of the company.
- B) The qualifications of your company that make you eligible to provide the services requested for this project. Provide a letter of bondability from your bonding company demonstrating your ability to bond to 100% of the anticipated value of the project. Indicate if your firm or any owners / officers have ever been debarred, suspended or otherwise excluded from receiving Federal, state or public agency contracts.
- C) History of the company and a list of key individuals who are a part of the firm, their education, experience, certificates and licenses held, and how they relate to the firm's organization.
- D) A list of similar construction projects which your company (Local Office) has performed over the past 5 years along with the project construction costs, the owner's point of contact, and contact information.
- E) Designate and provide a resume on those company members who may represent and/or support your firm as a project manager or key individual on this project. Include a brief description of at least three similar projects completed by the Project Manager(s); including both the Project and Construction Budget along with the owner's project contact person (include telephone number).
- F) Fully answer all of the following questions. Please repeat the question at the heading of each answer:

1. Describe what made your two most recent similar projects successful for the project owner. Identify a contact person's name for each project and their telephone number. For each project presented as support for qualifying for this Project, please set forth the following:

- a. Name and description of the project with client information, including current e-mail address and phone number
- b. Total project value
- c. Firm's contract value
- d. Firm's Services. Descriptions should be specific and describe the project parameters in detail and the extent of the contractor's responsibilities without being over generalized.
- e. Key personnel who have worked on a referenced project and their role on the project
- f. Duration of each project from start to finish
- g. Description should be limited to one (1) page for each project.

2. Describe in detail how the Pre-Construction design – build services will be managed, organized, and scheduled within the Company.
 3. Indicate your approach to Pre-Construction and Construction services and delineate what you identify as the critical component of these processes.
 4. Indicate how you will bid the sub-trade work out publicly and how you will insure the delivery of quality work on time and consistent with the owner's needs.
- G) Provide the anticipated monthly staffing costs and other direct project costs that you will require as a General Contractor for construction of the project. Provide a project staffing plan.
- H) Provide your General Contractor's overhead and profit mark-up percentages that would be added to the direct construction costs of the project.
- I) Complete the Qualification Forms (**Attachment A**). Include one copy of each form in each copy of your submittal (one copy must have original signatures). Information provided with these forms is considered confidential and will not be shared.

NOTE: A Financial Statement is requested on page 2 of the **Contractor's Qualification Statement**, please submit only one (1) copy of your Financial Statement in a clearly marked envelope separately from the bound submittals. Financial statements will be confidentially reviewed by staff only, and will not be shared with any third parties. Financial statements are to be provided for review only and will be returned at the completion on the selection process.

- J) Describe experience working with Section 3 requirements and local business inclusion programs.
- K) Describe any complaints filed against your firm by public agencies in the last five (5) years.
- L) Provide a record of claims, litigation, or arbitration matters initiated by your firm or against your firm in the last five (5) years.
- M) Describe the typical geographic range of your firm's work.
- N) Provide any additional information that you feel will be helpful to the Selection Committee in evaluating your qualifications.
- M) SECTION 00620 – Declaration of Understanding and Intent to Comply with Section 3 Requirements and SECTION 00630 – Economic Opportunity Plan – **Attachment C**. These forms must be submitted but are not part of the scoring process.

M/WBE and Section 3 Requirements

The Agency highly encourages participation by local qualified firms and organizations in all aspects of contracting. The Agency actively encourages participation of Small Business Enterprises (SBE), Minority and Women Owned Business Enterprises (M/WBE), and Section 3 businesses in all aspects of contracting.

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), as amended (12 U.S.C. 1701u), requires the Agency to ensure that employment and other economic and business

opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible; particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents).

The contract resulting from this solicitation is subject to Section 3 requirements. During the term of this contract, should the selected Contractor have the need to hire new employees, the Contractor shall make every effort to hire a Section 3 resident. The Contractor has the responsibility of demonstrating its efforts to hire Section 3 residents to meet hiring needs. The Agency will monitor Contractor's compliance with Section 3 requirements. Specific Section 3 documents are provided in **Attachment D**.

Selection Process Overview:

The Agency's evaluation of General Contractors will be based upon those materials submitted in response to this qualification statement. To be considered in the selection process, each company must submit complete qualification statements and related materials. The evaluation process is a two stage process as indicated below:

Stage 1:

A Selection Committee will be established according to the Agency's policy.

Submittals will be received and evaluated to determine if all items requested were submitted. Copies of each complete submittal will be provided to each member of the Selection Committee.

Stage 2:

The Selection Committee will review each submittal individually. The Selection Committee will then meet on one or more occasions to discuss the submittals. It is anticipated that the Selection Committee will rank the firms and make the final selection directly from the written submittals. However, the Agency reserves the right to request additional information or clarifications from any or all firms before completing an evaluation of the qualifications. Additionally, if deemed necessary and at the sole discretion of the Selection Committee, oral interviews of two or more General Contractors determined most qualified for the project will be scheduled at a later date and final selection made after interviews. Upon completion of this process the General Contractor deemed most qualified for the project will be selected.

Qualifications Statements will be evaluated based upon:

<u>Category</u>	<u>Points</u>
• Qualifications, History, and Experience of Company and Team Members	30
• Past Successful Performance on Similar, Design-Build Projects	30
• Project Approach and Management Process (Question Answers)	15
• Proposed Direct Project Costs and Overhead and Profit margins	10
• Unique Qualifications and Other Pertinent Information	5
• How Section 3 Requirements will be met, and process involved.	10

Total	100
-------	-----

Award Notice and Acceptance Period

Notice of Intent to Award the contract will be sent by email and mail to all vendors submitting a timely proposal. If the apparent successful Contractor(s) fails to negotiate and deliver an executed contract the Agency may cancel the award and award the contract to the next highest ranked contractor(s).

Should any offeror wish to protest the final selection, they shall have until 11:00 a.m., five (5) calendar days after the date of the selection letter to submit a written protest to the Agency. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any offeror who has a legitimate protest must claim to be eligible for award of the contract. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services
801 12th Street, 2nd Floor
Sacramento, CA 95814

Or by e-mail to: ps@shra.org

All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

Award of Contract

Following the selection of the most qualified General Contractor, a contract will be negotiated and executed with that General Contractor. If the Agency is unable to negotiate a satisfactory agreement with the selected General Contractor, it will undertake negotiations with the next ranked General Contractor, and so on, until a satisfactory agreement is reached. A sample contract is provided under **Attachment E**. The prospective firms are advised to review the contract, all of the provisions and attachments to the contract before submitting their qualifications.

The full execution of a written contract shall constitute the making of a contract for services and no contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Agency.

Agency's Rights, Options, and Policies:

1. The Agency reserves the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.

2. The Agency reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. It is the responsibility of the consultant to verify that all necessary information is submitted by the due date.
3. The Agency reserves the right to modify any portion, postpone or cancel this RFQ at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.
4. The Agency reserves the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award.
5. The Agency highly encourages participation by local qualified firms and contractors in all aspects of consultant contracting unless the project requires unusual or highly specialized services.
6. The Agency actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the Agency. If any submission is late or incomplete in any way, that team will be eliminated from consideration.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the Agency and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the Agency does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services.
10. Procured consultants / contractors will not be considered Agency personnel and the Agency assumes proposal of certain personnel to be a statement of their availability to do the work.
11. The Agency reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the Agency's choosing.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath, the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: The Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA) on behalf of the Sacramento Housing Authority Repositioning Program (SHARP)

ADDRESS: Procurement Services
801 12th Street, 2nd Floor
Sacramento, CA 95814

SUBMITTED BY:

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

How many years has your organization been in business as "B" General Building Contractor?

If a corporation, complete the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If an individual or a partnership, complete the following:

Date of Organization: _____

Name and Addresses of all partners (state whether general or limited partnership):

If other than a corporation or partnership, describe organization and name principals:

Initial _____

list states and categories in which your organization on is legally qualified to do business.
Indicate registration or license numbers:

Attach a financial statement, audited if available, Including the Contractor's latest balance sheet and income statement showing the following items:

- A. Current Assets (e.g.cash,joint venture accounts, accounts receivable, notes receivable, accrued income deposits materials inventory, and prepaid expenses):
- B. Net Fixed Assets;
- C. Other Assets;
- D. Current liabilities (e.g. , accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
- E. Other Liabilities (e.g.,capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings):

Name of firm preparing statement and date thereof:

Is this financial statement for the identical organization named on page one?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Will this organization act as guarantor of the contract for construction?

Have you ever failed to complete any work awarded to you? _____

If so, note when, where and why:

Initial _____

On the sheet provided or on a separate sheet, list a minimum of (3) three major construction projects your organization has in process, giving the name of project, owner architect, contract amount, percent complete, and scheduled completion date.

REFERENCE NUMBER 1:

Description of project and location:

Percent Complete: _____ Scheduled completion date (if applicable): _____

Amount of original bid: _____

Amount of contract including all modifications & changes: _____

Contact person (owner or owner's representative): _____

Telephone number of contact person: _____

REFERENCE NUMBER 2:

Description of project and location:

Percent Complete: _____ Scheduled completion date (if applicable): _____

Amount of original bid: _____

Amount of contract including all modifications & changes: _____

Contact person (owner or owner's representative): _____

Telephone number of contact person: _____

REFERENCE NUMBER 3:

Description of project and location:

Percent Complete: _____ Scheduled completion date (if applicable): _____

Amount of original bid: _____

Amount of contract including all modifications & changes: _____

Contact person (owner or owner's representative): _____

Telephone number of contact person: _____

Trade References: _____

Bank References: _____

Name of Bonding Company and name and address of agent: _____

Initial _____

Dated at _____, this _____ day of _____, 2019.

Name of Organization: _____

By: _____

Title: _____

State of California)

County of _____)

_____, being first duly sworn, deposes and says
that: he/she is the _____ of the above-named organization, and that all
answers to the foregoing questions, and all statements contained therein, are true and correct.

Subscribed and sworn to before me this _____ day of _____,
2019 at _____

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public in and for said City and State

My commission expires _____, 20____.

END OF SECTION

Initial _____

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

US Department of Agriculture Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
		Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

ATTACHMENT B - INSURANCE REQUIREMENTS

BASIC REQUIREMENTS

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO "Commercial General Liability" policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. Automobile Liability – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. Workers Compensation – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
- 4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
 - a. For construction contracts over \$5,000.
 - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
- 5. Professional Liability (Errors or Omissions) – only required for Design Professionals or Attorneys. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
 - a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
- 6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight (48) hours of such cancellation or non-renewal.
- 7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Certificate Holder

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities
801 12th Street
Sacramento, CA 95814

Agency as Additional Insured

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities
801 12th Street, 2nd Floor
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

END OF SECTION



ATTACHMENT C

SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH
SECTION 3 REQUIREMENTS

General Submittal Instructions

Bidder/Proposer AND its first-tier subcontractors are required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid. A “non-responsive” determination may be made due to non-submittal.

Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid. A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.

Special Instructions for SHRA Developers

Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:

Sacramento Housing and Redevelopment Agency
Procurement/Section 3
801 12th St, 2nd Floor
Sacramento, CA 95814
Section3@shra.org

Prime Contractor Name:

Subcontractor:

Contact Name:

Email Address:

Telephone Number:

Dollar Value of ☐ Contract ☐ Subcontract
\$

Check All That Apply For This Project And Follow Instructions As Applicable

- ☐ I am the Prime Contractor
- ☐ I am a Subcontractor
- ☐ Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal
- ☐ Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal
- ☐ There will be no subcontracts or new hires as a result of this bid/proposal

Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA's Section 3 requirements, as applicable. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.

Authorized Official's Signature: _____ Date: _____

Printed Name and Title: _____

SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY



SECTION 00630: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Project: RAD Phase 1 General Contractor Project #: 1932-DD Date: _____

Prime Contractor: _____

PART I: ☐ Contractor ☐ Subcontractor Section 3 Business Concern ☐ Yes ☐ No

Firm Name: _____ Contact: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Employment Opportunities

PART II: Contractors or subcontractors receiving federal funds are required to adhere to Executive Order 11246, by Section 3 of the HUD Act of 1968 (12 USC 1701u) and 24 CFR Part 135, the General Conditions of the Contract for Construction, and SHRA's Section 3 Declaration of Understanding and Intent to Comply with Section 3 Requirements. If awarded a contract, it further agrees to comply with all such requirements, including without limitation, committing to an employment and training goal (Tier I) AND award a subcontract to Section 3 Business Concerns (Tier II) to the greatest extent feasible. The business entity further understands and agrees that these commitments will be included as obligations in any contract awarded and its failure to comply will be deemed a material default under the contract.

TIER I: *HIRING COMMITMENT* (goal of 30% or greater for new hires to be filled by Section 3 Residents)

JOB CLASSIFICATION(S) NEEDED TO COMPLETE THE PROJECT (i.e. Administrative, Laborer, Electrical, Demolition, Asbestos Abatement, Technical, Management, Security)	CURRENT WORKFORCE	REQUIRED WORKFORCE IF AWARDED CONTRACT	NEW HIRE COMMITMENT * # of New Hires that will be Section 3 Resident **

Attach additional sheets if necessary

By making a commitment above to hire Section 3 Residents, the business entity understands and commits to following the Section 3 Resident Priority Selection by giving first priority to individuals residing in the SHRA development where the work is being performed.

***New Hire:** A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project. **Submit a New Hire Questionnaire for every new hire within one week (7 calendar days) of the hire.**

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program.

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

TIER II: SUBCONTRACTORS LIST (goal of 10% or greater of contract amount for Construction Contracts and 3% or greater of contract amount for Non-Construction Contracts)

SUBCONTRACTOR NAME AND CONTACT	TRADE	Section 3 Business? Yes or No	Subcontract Amount

Attach additional sheets if necessary

PART III: OTHER EFFORTS THAT WILL BE MADE TO GENERATE ECONOMIC OPPORTUNITIES

Pursuant to 24 CFR § 135.40 and/or SHRA's Section 3 Guide and Compliance Plan, please outline your plan to provide other economic opportunities to Section 3 Residents and Section 3 Business Concerns if you cannot satisfy Tier I and Tier II goals or desire to offer additional opportunities. Your plan should include quantifiable goals (i.e. specific number of individuals to be trained, enrolled in apprenticeship or other programs, mentored or hired as interns; dollar commitment, etc.). Examples may include training and apprenticeship programs, mentorship, internship. If you need more space, attach additional pages.

Attach additional sheets if necessary

PART IV: NOTES & COMMENTS

Attach additional sheets if necessary

PART V:

Notification of the Intent to Use Current Workforce

☐ We do not anticipate hiring any construction workers or office staff during the contract period. However, should any positions become available we will notify SHRA by completing the upper section of this form; and, if we hire, by submitting a New Hire Questionnaire

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor/Subcontractor Name

Signature

Date

Print Name

Title

Questions regarding the completion of this form can be submitted to section3@shra.org

Revised 02-13-19

THIS FORM TO BE SUBMITTED WITH BID BY PRIME CONTRACTOR AND ALL SUB CONTRACTORS

A Joint Powers
Agency

MEMBERS

City of Sacramento

County of Sacramento

Housing Authority of the
City of Sacramento

Housing Authority of the
County of Sacramento

The Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento (HA) on behalf of the Sacramento Housing Authority Relocation Program (SHARP)

General Contractor for Pre- Construction and Construction Management Services – RAD Phase 1 Project

Attachment D

Sample Solicitation Documents

SAMPLE SOLICITATION DOCUMENTS
PROJECT CONTRACT MANUAL

SECTION 00010 – TABLE OF CONTENTS

BIDDING REQUIREMENTS AND CONTRACT DOCUMENTS

Section 00200 –	Instructions to Bidders for Contracts – form HUD-5369 (10/2002)
Section 00201 –	Supplemental Instructions to Bidders for Contracts
Section 00210 –	General Conditions for Construction Contracts – form HUD-5370 (08/2016)
Section 00211 –	Supplemental General Conditions for Construction Contracts
Section 00240 –	Public Works: California Labor Code
Section 00270 –	Prevailing Wage Requirements (state when higher)
Section 00400 –	Bid Form
Section 00410 –	List of Designated Subcontractors
Section 00410A –	Subcontracting Information Sheet
Section 00430 –	Non-Collusion Affidavit of Prime Bidder
Section 00440 –	Form HUD 2530 (2/2013) – Previous Participation Certification
Section 00450 –	Lead-Based Paint Certification
Section 00470 –	Section 3 Business / M/WBE Guidelines
Section 00471 –	Section 3 Business / M/WBE Good Faith Effort Trade/Craft Documentation Sheet
Section 00472 –	Section 3 Business / M/WBE Good Faith Effort Contact Log
Section 00473 –	Section 3 Business / M/WBE Good Faith Effort Outreach Questionnaire
Section 00490 –	Bid Bond
Section 00500 –	Form of Construction Contract
Section 00510 –	Insurance Requirements
Section 00520 –	Performance Bond
Section 00530 –	Labor & Material Payment Bond
Section 00560 –	Contractor Information Sheet
Section 00600 –	Section 3 Overview
Section 00610 –	Economic Opportunity Employment Requirements
Section 00620 –	Declaration of Understanding and Intent to Comply with Section 3 Requirements
Section 00630 –	Section 3 Economic Opportunity Plan
Section 00650 –	Section 3 Job Order Form
Section 00660 –	Section 3 Business Self Certification
Section 00670 –	Section 3 Resident Certification Form
Section 00680 –	New Hire Questionnaire
Section 00685 –	New Hire Tracking Summary
Section 00690 –	Section 3 Compliance Summary Report QUARTERLY
Section 00710 –	Equal Employment Opportunity is the Law – Poster
Section 00720 –	Section 3 Notice – Poster
Section 00740E –	Employee Rights Under the Davis-Bacon Act (WH 1321) – Poster, English
Section 00740S –	Employee Rights Under the Davis-Bacon Act (WH 1321) – Poster, Spanish
Section 00810 –	Certificate of Substantial Completion
Section 00820 –	Guarantee Form
Section 00830 –	Certificate and Release
Section 00900 –	Schedule of Amounts for Contract Payments (form HUD-51000 with instructions)
Section 00901A –	Progress Payment Certification
Section 00901B –	Periodic Estimate for Partial Payment (form HUD-51001 with instructions)
Section 00902 –	Schedule of Change Orders (form HUD-51002)
Section 00903 –	Schedule of Materials Stored (form HUD-51003)
Section 00904 –	Summary of Materials Stored (form HUD-51004)

END OF SECTION

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) 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 will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on 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 in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION 00201 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR CONTRACTS

MODIFICATION TO FORM HUD-5369 (10/2002) – INSTRUCTIONS TO BIDDERS FOR CONTRACTS

Clause (None): Form HUD-5369 (10/2002) - Instructions to Bidders for Contracts
Clause 1: Bid Preparation and Submission
Clause 2: Explanations and Interpretations to Prospective Bidders
Clause 3: Amendments to Invitations for Bids
Clause 7: Service of Protest
Clause 8: Contract Award
Clause 10: Assurance of Completion
Clause 12: Indian Preference Requirements
Clause 13: **INSERT:** Additional Material
Clause 14: **INSERT:** Post Project Contractor Review

Clause (None): FORM HUD-5369 (10/2002) – INSTRUCTIONS TO BIDDERS FOR CONTRACTS:

Delete: When this form HUD-5369 (10/2002) - Instructions to Bidders for Contracts refer to Indian Housing Authority and IHA, they are to be deleted in this document in its entirety.

Insert: When this form HUD-5369 (10/2002) - Instructions to Bidders for Contracts refer to PHA; the terms “PHA” and “HA”, “Owner”, or “Agency” means the Housing Authority of the City or County of Sacramento that is authorized to undertake this Contract. When the funding for the project is federal and the project is not on Public Housing Authority (PHA) property, the term “PHA” means the Sacramento Housing and Redevelopment Agency.

Clause 1: BID PREPARATION AND SUBMISSION

c. **Delete:** This clause in its entirety: Bidders must submit as part of their bid a completed form 5369-A, “Representations, Certifications, and Other Statements of Bidders.”

Clause 2: EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE BIDDERS:

a. **Delete:** Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc. must request it at least 7 days before the scheduled time for bid opening.

Insert: See Section 00005 – Summary Page

Clause 3: AMENDMENTS TO INVITATIONS FOR BIDS:

Delete: Title of this clause 3: “Amendments to Invitations for Bids”.

Insert: Title of this clause 3: “Addenda to Invitations for Bids”.

b. **Delete:** Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation.

Insert: Bidders shall acknowledge receipt of any addenda to this solicitation by identifying the addenda number and date on the bid form.

- c. **Delete:** Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

Insert: Addenda will be on file in the offices of the Agency's Procurement Services Division at least 7 days before bid opening.

Clause 7: SERVICE OF PROTEST:

Delete: This clause in its entirety.

Insert:

- a. A bidder who wants to protest the "Notice of Intent to Award" shall have ten (10) calendar days after the date the notice is issued to submit to the Agency a written protest. The written statement shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any bidder who has a legitimate protest must claim to be eligible for award of the contract as being the lowest responsive, responsible bidder.
- b. Protests shall be served on the Procurement Services Supervisor by obtaining written and dated acknowledgement from:
- Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Supervisor
801 12th Street, 2nd Floor
Sacramento, CA 95814
- c. All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

Clause 8: CONTRACT AWARD:

- d. **Delete:** This paragraph in its entirety.

Insert:

- d. All bidders must be registered with the Department of Industrial Relations (DIR) as a Public Works contractor at the time of bid due date or the bid will be rejected.

The PHA/HA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities in bids received, in accordance with the PHA's/HA's written policy and procedures.

Clause 10: ASSURANCE OF COMPLETION:

- a. **Delete:** This paragraph in its entirety.

Insert: Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be –

A performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law (applicable to construction and equipment contracts exceeding \$25,000.00).

Clause 12: INDIAN PREFERENCE REQUIREMENTS:

Delete: This clause in its entirety.

Clause 13: ADDITIONAL MATERIAL (applicable to construction contracts)

Insert:

- a. The successful bidder will be required to sign and date three (3) complete copies of the Contract Manual, Technical Specifications Manual, and Drawings prior to starting any construction work.

Clause 14: POST PROJECT CONTRACTOR REVIEW (applicable to construction contracts)

Insert:

- a. Upon substantial completion, the Agency will evaluate a contractor's performance to determine the contractor's ability to perform future Agency contracts. The Compliance Officer and the Contracting officer (or designee) will complete a Post-Evaluation Checklist.

END OF SECTION

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.

Clause		Page	Clause		Page
1.	Definitions	2	Administrative Requirements		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
	Construction Requirements		28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48.	Procurement of Recovered	19

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.
- (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.
- (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.

2. Contractor's Responsibility for Work

- (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 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.

- (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

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 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 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.

26. Order of Provisions

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:

-
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
 - (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
 - (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
 - (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
 - (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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) "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 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.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

- (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 contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment 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, 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 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 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, 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).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (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)(2) 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.

48. Procurement of Recovered Materials.

- (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.

SECTION 00211-- SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS, NON-ACC

Delete: Applicability. This form is applicable to any Construction/development contract greater than \$100,000.

Insert: Applicability. This form is applicable to any Construction/development contract greater than \$3,000.

Introduction: Delete:
HUD 24 CFR 85.36

Insert:
HUD 2 CFR Parts 200.317 – 200.326

TABLE OF CONTENTS

MODIFICATION TO FORM HUD-5370 (1/2014) – GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS – PUBLIC HOUSING PROGRAMS

Clause 1:	Definitions
Clause 2:	Contractor's Responsibility for Work
Clause 8:	Differing Site Conditions
Clause 9:	Specifications and Drawings for Construction
Clause 11:	Material and Workmanship
Clause 12:	Permits and Codes
Clause 16:	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
Clause 20:	Inspection and Acceptance of Construction
Clause 25:	Contract Period: Substantial Completion Date – Performance Period
Clause 26:	Order of Precedence
Clause 27:	Payments
Clause 30:	Suspension of Work
Clause 31:	Disputes
Clause 33:	Liquidated Damages
Clause 34:	Termination for Convenience
Clause 36:	Insurance: and Public Liability
Clause 37:	Subcontracts
Clause 40:	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.
Clause 49:	INSERT: Laws to Be Observed
Clause 50:	INSERT: Non-Smoking Facilities

Clause 1: Definitions:

Delete:

- (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 Officers 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.~~

Insert:

- (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. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

Insert:

- (j) “Acceptance” means the act of a Contracting Officer of the Agency by which the Agency approves and assumes ownership of the work performed under this contract Acceptance may be partial or complete.

Insert:

- (k) “Agency Project Manager” means the person delegated by the Contracting Officer for all day to day coordination for field or site administration.

Insert:

- (m) “Addenda” means any changes, revisions or clarifications of the Contract Documents that have been duly issued by the Agency to prospective Bidders prior to time of receiving Bids.

Insert:

- (n) “HA”, “PHA”, “Owner” or “Agency” means the entity that is authorized to undertake this contract.

Clause 2: Contractor’s Responsibility for Work

Delete:

- (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.

Insert:

- (c) Refer to the Bid Form – Section 00400.

Clause 8: Differing Site Conditions:

Delete:

- (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.

Insert:

- (b) The Agency 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.

Insert:

- (e) Public Contract Code §7104 states that any work, which involves digging trenches, or other excavations that extend deeper than four feet below surface require the following. The Agency requires the following for any depth.

That Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

The Agency shall promptly investigate the conditions, and if its finds the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

(f) Insert:

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.

Clause 9: Specifications and Drawings for Construction:

Delete:

- (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.~~

Insert:

- (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 the event of a conflict between the specifications or the drawings, the Contractor is to refer to and follow the document containing the most specification, detail, higher quality or most restrictive document. All the contract documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative and to describe and provide information to complete the work of the Project. If there is a discrepancy or ambiguity, the matter shall be promptly submitted in writing to the Contracting Officer who shall promptly make a determination in writing.

The Contractor must provide written notice of any ambiguity to the Contracting Officer. Should the Contractor not provide such notice and prepare its bid or commence with work without resolution of the ambiguity by the Contracting Officer, the Contractor proceeds at its own risk and expense.

Clause 12: Permits and Codes

Delete:

- (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.

Insert:

- (b) Refer to Bid Form – Section 00400.

Clause 16: Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

Insert:

- (l) The Contractor will consult with the Agency Project manager prior to removal of roots and branches which interfere with construction operations.

Clause 20: Inspection and Acceptance of Construction:

Insert:

- (k) Upon request of the Contracting Officer, the Contractor shall notify the Contracting Officer of the time and place of preparation, manufacture, or construction of any material for the work or any part of the work which the Contracting Officer may wish to inspect, and of the time and place of the factory testing as required pursuant to the Contract Documents.

Clause 25: Contract Period

Delete in its entirety.

Insert:

Refer to Bid Form – Section 00400.

Clause 26: Order of Provisions:

Delete:

~~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.~~

Insert:

In the event of a conflict between the General Conditions, the General Requirements, the Technical Specifications, or the Drawings for construction, the Contractor is to refer to and follow the document containing the most specification, detail, higher quality or most restrictive document. All the Contract Documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative and to describe and provide information to complete the work of the Project. The Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If there is a discrepancy or ambiguity, the matter shall be promptly submitted in writing to the Contracting Officer, who shall promptly make a determination in writing.

The Contractor must provide written notice of any ambiguity to Contracting Officer. Should the Contractor not provide such notice and prepare its bid or commence with work without resolution of the ambiguity by the Contracting Officer, the Contractor proceeds at its own risk and expense.

Clause 27: Payments:

Delete:

(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.~~

Insert:

(f) In accordance with California Public Contract Code §7201, the PHA shall retain five (5) 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 performance and progress are unsatisfactory, the PHA shall reinstate the five (5) percent retainage until such

time as the Contracting Officer determines that performance and progress are satisfactory.

Insert:

- (l) Upon request of a payment request the Agency shall act in accordance with the California Public Contract Code, Section 20104.50 as follows:
- (1) If Agency fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
 - (2) Upon receipt of a payment request, Agency shall:
 - (i) Review the payment request as soon as practicable for the purpose of determining that payment request is a proper payment request;
 - (ii) any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but in no case later than seven days after its receipt by the Agency. A payment request returned pursuant to this paragraph shall be accompanied by a written explanation as to why the request is not proper; and
 - (iii) the number of days available to the Agency to make a payment without incurring an interest charge shall be reduced by the number of days that the Agency exceeds the seven day return requirement.

Insert:

- (m) Retention: Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention. Alternatively, the Contractor may request that payment of the retention be made directly to an escrow agent at the expense of the Contractor. Upon satisfactory completion of the contract, the securities from the Agency or payments paid into escrow. Shall the Contractor elect, at its own expense, to enter into an escrow agreement such agreement shall be in substantially the same form as provided in Section 22300(f) of the California Public Contract Code. This section shall apply to only those subcontractors performing more than five percent of the contractor's total contract bid. No contractor shall require any subcontractor to waive any provision of the section or Section 22300 of the Public Contract Code.

Clause 30: Suspension of Work

Insert:

- (c) The Contractor shall have no claim for extra compensation for any hindrance or delays of work from a cause not involving the Agency during the progress thereof, although the Contractor may ask for an extension of the time agreed upon by Agency for completion of the Project work. In the case where the Agency is responsible for the delay the Agency shall be responsible for an equitable adjustment to the contract price relating thereto under Public Contract Code Section 7102.

- (d) Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Agency may, however, grant an extension of time if an unavoidable delay as a result of unusual and severe inclement weather fact occurs, and such shall then be classified as "Excusable Delay."

Clause 31: Disputes:

Insert:

- (g) Notwithstanding any other provision of the Contract Documents, disputes between the Agency and the Contractor involving claims of less than Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) shall be handled in accordance with the provisions of the California Public Contract Code §20104.2.

Clause 33: Liquidated Damages:

Delete:

- (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 damaged caused other than by delay.

Insert:

- (a) Refer to Bid Form – Section 00400.

Clause 34: Termination for Convenience:

Delete:

- (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.~~

Insert:

- (c) The Contracting Officer will act on the Contractor's claim within 30 days of receipt of the Contractor's claim.

Clause 36: Insurance:

Delete in its entirety.

Insert:

Refer to Section 00510 Insurance Requirements in the Contract Manual.

Clause 37: Subcontracts

Insert:

- (f) Refer to Section 4100 et seq. of the Public Contract Code.

Clause 40: Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968:

Insert:

- (h) Each contractor and subcontractor undertaking work in connection with this project is obligated to utilize, to the greatest extent feasible, lower income project area residents to fill all open positions, first and foremost, through the First Source Program.

Clause 49: Insert:

LAWS TO BE OBSERVED:

Attention of the Contractor is directed to certain laws, which affect the Contract Documents. The listing of such laws in these Supplemental General Conditions is not to be construed as a listing of all applicable laws, but rather a summary upon which the Contractor can base its investigation and familiarization of these and all other applicable laws.

- (a) The Contractor is familiar with all federal, state and local laws, ordinances, codes and regulations which in any manner affect those engaged or employed in the Project or the material or equipment used in or upon the Project, or in any way affect the conduct of the Project. No pleas of misunderstanding of such laws, ordinances, codes or regulations or of ignorance of the same, on the part of the Contractor shall, in any way, serve to modify the provision of the Contract Documents.
- (b) The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, codes and regulations affecting the conduct of the Project, and the contractor and his, her, or its surety shall indemnify, defend and save harmless the Agency and all of its officers, agents, and employees against any claim for liability arising from, or based upon, the violation of any such laws, ordinance, regulation, decree, or order, whether by the contractor, subcontractors, material men, or by their employees.
- (c) The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Project. If the Contractor observes that any of the Contract Documents are at variance with such laws in any respect, the Contractor shall promptly notify the Agency in writing and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Agency, the Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.
- (d) Child Support Compliance Act: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state 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 (2) 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.

Clause 50: Insert:
Non-Smoking Facilities

Contractors are noticed that all public housing properties, including dwelling units, are Non-Smoking facilities. Contractors and all subcontractors performing work on this Project shall not smoke in any dwelling unit, building, or any of the common areas or adjoining grounds of such building or other parts of the housing community. Smoking is not allowed within 25 feet of any doors or windows. The Contractor shall be responsible for its subcontractors compliance with this clause.

END OF SECTION

SECTION 00231 – SUPPLEMENTAL FEDERAL LABOR STANDARDS PROVISIONS

MODIFICATION TO FORM HUD-4010

Section B: Contract Work Hours and Safety Standards Act:

Delete:

The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000.

Insert:

The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$1,000.

Section B(1) Overtime requirements:

Delete: This clause in its entirety.

Insert:

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 in excess of eight (8) hours in such workday and 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 eight (8) hours in such workday and forty (40) hours in such workweek as provided in Section 1810 to 1815 of the California Labor Code.

Section B(2) Violation; liability for unpaid wages; liquidated damages:

Delete: "the sum of \$10 for each calendar day"

Insert: "the sum of \$25 for each calendar day"

END OF SECTION

SECTION 00270 – PREVAILING WAGES

This contract is subject to State of California prevailing wages. A copy of the wages are available at the following website address: www.dir.ca.gov/OPRL/dprevagedetermination.htm or at phone number 888-ASK-WAGE / 888-275-9243.

When higher, the Contractor and all Subcontractors shall pay state prevailing wage rather than the Davis-Bacon Wage for that trade. The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

END OF SECTION

Terms in the Bid Form:

FOR: LUMP SUM BID for Work on Agency owned Property.

SCOPE OF WORK: The Contractor proposes to furnish all labor, materials, equipment, and services required to complete the work required in strict compliance with the Project Contract Manual, Technical Specifications Manual, Drawings, and/or any Addenda for the above referenced project:

Addendum 3 dated _____, and
Received and Acknowledged _____ (bidders initials)

_____ DOLLARS (_____.____.).
(Spell out the bid amount) (Enter numeric bid amount)

Please Note: Additionally, the Contractor will be required to provide the following throughout the duration of the project at no additional cost to the Agency:

- Initials:

CALIFORNIA LABOR CODE REQUIREMENTS: The Contractor and all Subcontractors must comply with the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), all contracts as a result of this bid will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

CONTRACT EXECUTION: If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within **sixty** (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, in writing, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within **fourteen** (14) calendar days after contract is presented for signature.

RIGHT TO REJECT ALL BIDS AND WAIVERS: Bidder understands that the Agency retains the right, in its sole and exclusive discretion to (1) reject all bids for the subject project(s) and (2) waive any informalities in its consideration and review of the submitted bids.

EXAMINATION OF WORKSITE AND CONTRACT DOCUMENTS: The undersigned represents and warrants that the undersigned has examined the locations of the proposed work and is familiar with the local conditions at the places where the work is to be done, and the undersigned has reviewed and understands the plans, specifications, and other contract documents, and the undersigned is satisfied with all conditions for performance of the work.

BIDDER'S CALCULATIONS: The undersigned has checked carefully all of the bid's figures and calculations and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this bid.

NON-COLLUSION AFFIDAVIT: Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this proposal or any other proposal or the submitting of proposals for the contract which this proposal is submitted.

CERTIFICATION OF NONSEGREGATED FACILITIES: By signing this Bid the Bidder certifies that the Bidder does not maintain or provide for employees any segregated facilities at any establishment, and that the Bidder does not permit employees to perform their services at any location under the Bidder's control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The Bidder further agrees to obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, to retain such certification on file, and to forward a notice to proposed subcontractors as provided in the Instructions to Bidders.
Note: The penalty for making false statements of offers is prescribed in 18 U.S.C. 1001.

NONDISCRIMINATION, WORKER'S COMPENSATION AND NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Bidder, in submitting a bid for performing the following work by contract certifies the following:

- (1) Bidder is in compliance with the Nondiscriminating requirements of the General Conditions.
- (2) Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and bidder will comply with these provisions before commencing the performance of the work of this contract.

Initials: _____

- (3) Bidder states, under penalty of perjury, that no more than one final appealable finding of contempt of court by a Federal Court has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of a Federal Court ordering compliance with an order of the National Labor Relations Board.
- (4) Bidder certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Bidder agrees that it will not unlawfully discriminate against employees, or applicants for employment, based on race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

This certification constitutes a part of the Bid, and signature on the signature portion of this Bid shall constitute signature of this certification.

LIFE AND SAFETY QUESTIONNAIRE: In accordance with Section 10162 of the Public Contract Code, bidder shall answer the following:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or Local government project because of a violation of law or a violation of a safety regulation?

YES _____ NO _____

If the answer is yes, explain the circumstances in the following space.
(Attach additional pages if necessary.)

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on _____, 2019, at _____
(Date) (City)

(Name)

(Title)

This information constitutes a part of the Bid, and the signature on portion of this Bid shall constitute signature of this document and its content.

Initials: _____

The bid must be signed in the same name-style in which the bidder is licensed. Bidder bidding jointly is specifically cautioned that the bidder must be jointly licensed, if applicable in the same form and style in which the bid is executed.

*

(Legal Name of Bidder)

(If Corporation, list State of Incorporation)

(Business Address)

(City, State Zip)

()

(Phone Number)

()

(Fax Number)

(E-Mail Address)

(Contractor's License Number)

(Contractor's DIR Public Works Registration Number)

(Federal I.D. Number)

By:

(Signature)

(Typed or printed name of Bidder)

(Title)

Date: _____, 2019.

(Corporate Seal)

END OF SECTION

Initials: _____

SECTION 00410 – LIST OF DESIGNATED SUBCONTRACTORS
Per California Public Contract Code Section 4104(a) & (b)

Project Name: _____ Prime Contractor: _____

Address: _____ Phone No.: (____) _____

E-mail Address: _____ Is Prime Contractor MBE/WBE owned?: Y / N (circle one)

DIR Public Works Registration No.: _____ Contractor License No.: _____ License Type(s): _____

SUBCONTRACTOR INFORMATION				
Subcontractor Name	Address (Street Address, City, State, Zip) and Telephone Number	Trade/Description of Work	DIR Public Works Registration Number	State Contractor's License #

☐ **No subcontracting. All work to be completed by bidder.**

The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive), with regard to public works requires subcontractors, if used and whose portion of the work will be in excess of one-half of 1 percent of the prime contractor's total bid, be listed in the prime contractor's bid or offer. The prime contractor may list only one subcontractor for each portion of the work.

The undersigned bidder hereby gives assurance that if contract is awarded to bidder; all subcontractors listed above are licensed by the State of California to perform the proposed work/trade. Bidder assures that no subcontractor shall be deleted or substituted for without the prior written approval of the SHRA Contracting Officer. Bidder further certifies, under penalty of perjury, that they and all subcontractors are registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code 1771.1(a).

THIS FORM MUST BE SUBMITTED WITH BID

Signature of Contractor/Title

Place (City) Signed

Date

SECTION 00410A – SUBCONTRACTING INFORMATION SHEET

Subcontracting Fair Practices Act (California Public Contract Code Sections 4100-4114)

1. Persons making a bid to perform work on a project, who intend to subcontract various portions of work required for the project and the value of those subcontracts will be in excess of $\frac{1}{2}$ of 1% of the prime contractor's total bid, shall in their bid (PCC Section 4104(a)(1):
 - a. List the business name and business address of each subcontractor that will be paid in excess of $\frac{1}{2}$ of 1% of the prime contract.
 - b. List what portion of work the subcontractor will perform.
 - c. At SHRA option, we may request additional information about any listed subcontractor (i.e. Contractor's State License Number). Prime contractor has up to 24 hours after bid due date and time to provide requested information (PCC 4104(2)(A) & (B)).

The prime contractor may list only one subcontractor for each portion of work required for the project. If a prime contractor fails to specify a subcontractor or specifies more than one subcontractor for the same trade (in excess of $\frac{1}{2}$ of 1% of the prime contract), the prime contractor agrees that he is qualified to perform that trade and will perform that trade (PCC Section 4104(b)).

2. A prime contractor whose bid is accepted may not:
 - a. Allow a subcontract to be voluntarily transferred or work performed by anyone other than the original, listed subcontractor without written consent of the SHRA Contracting Officer.
 - b. Substitute a subcontractor in place of the subcontractor listed in the original bid without the written consent of the SHRA Contracting Officer and only for the following reasons (PCC Section 4107(a)):
 - (1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - (2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.
 - (3) When the listed subcontractor fails or refuses to perform his or her subcontract.
 - (4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.
 - (5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - (6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

- (7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- (8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- (9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Before approving a request for a substitution for any of the above reasons, the SHRA Contracting Officer must give written notice to the listed subcontractor and the reason(s) for the request. The notice must be sent certified mail; the subcontractor has 5 working days to submit written objections to the substitution request. Failure to respond to the written notice constitutes the listed subcontractor's consent to the substitution. If written objections are received, and the objection is upheld, the listed subcontractor must be used on the project. If the objections are denied, the listed subcontractor is to be notified in writing, at least 5 working days prior to a hearing being conducted on the request for substitution (PCC Section 4107(a)).

- 3. In the performance of "change orders" which cause changes or deviations from the original contract, the prime contractor may add subcontractors for any portion of the additional work (in excess of ½ of 1% of the prime contract) when the trade wasn't part of the original scope of work (PCC Section 4107(c)).
- 4. A prime contractor may subcontract any portion of work, in excess of ½ of 1% of his total bid, when no subcontractor was designated in the original bid in cases of public emergency or necessity and only after a written finding of the facts making it an emergency is made part of the public record of the awarding authority (SHRA). (PCC Section 4109).
- 5. If a prime contractor violates any of the above, he violates his contract; and SHRA may, at its discretion, (1) cancel the contract or (2) assess a penalty not more than 10% of the amount of the subcontract involved. For either of these violations the prime contractor is entitled to a hearing and 5 days notice prior to the hearing (PCC Section 4110). The prime contractor may also face disciplinary action by the Contractors State License Board.

END OF SECTION

SECTION 00430 – NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of California)
)
City of _____)

_____, being first duly sworn, deposes and says that:

1. Being _____
(owner, partner, officer, representative, or agent)

of _____, the Bidder who has submitted the
attached Bid.
2. The Bidder is fully informed respecting the preparation and contents of the attached Bid and of all
pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees
or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed,
directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in
connection with the contract for which the attached has been submitted, or to refrain from bidding in
connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other Bidder, firm or person, to fix the price or
prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the
Bid price or the Bid price of any other Bidder, or to secure, through any collusion, conspiracy,
connivance or unlawful agreement, any advantage against the Owner or any person interested in
the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____

Title

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary Public in and for said City and State

My commission expires _____, 20____.

END OF SECTION

SECTION 00450 – LEAD-BASED PAINT CERTIFICATIONS

LEAD-BASED PAINT

Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) prohibits use of lead-based paint in rehabilitated structures using Federal funds in any form (24 CFR Part 35, Sub-part B).

“Lead-based paint” as defined in Section 501(s) of the Act as amended by PL94-317 (42 U.S.C. 4801 et seq), the National Consumer Information and Health Promotion Act of 1986 means:

- (1) Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or
- (2) With respect to paint which is manufactured after June 22, 1977 lead-based means that any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

I HEREBY CERTIFY THAT I WILL NOT USE LEAD-BASED PAINT ON THE STRUCTURE(S) LISTED ON THIS CONTRACT, AND I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE HAZARDS OF LEAD-BASED PAINT THAT MAY EXIST FROM PREVIOUSLY PAINTED SURFACES OF THE STRUCTURE(S).

Name of Contractor _____

By _____

Signature _____

Title _____

Date _____

END OF SECTION

THIS FORM MUST BE SUMITTED WITH YOUR BID

SECTION 00470 – SECTION 3 BUSINESS AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE GUIDELINES FOR FEDERALLY FUNDED PROJECTS WITH SUBCONTRACTING OPPORTUNITIES

The Sacramento Housing and Redevelopment Agency (“SHRA” or “Agency”) is a joint powers authority governed by the Sacramento City Council and Sacramento County Board of Supervisors. SHRA was established in 1973 to be the public developer for the City and County of Sacramento, using market forces to rebuild blighted neighborhoods, provide access to decent housing for low income residents, and to create opportunities for employment and self sufficiency. Additionally, SHRA is the local public housing authority and maintains a substantial housing unit inventory and is involved in many public works projects throughout the city and county. All this activity creates many contracting opportunities for area businesses.

SHRA is committed to offering contracting opportunities to area firms. And as a major recipient of federal funds, the Agency further makes these opportunities available to businesses owned by low-income residents (Section 3) and Minority and Women-Owned Business Enterprises (M/WBE).

This guide is designed to help bidders/offerors and others conduct outreach to Section 3 and M/WBE businesses as required by federal regulations. The Agency’s commitment to this process also means that we are always available to help bidders/offerors and community members realize contracting opportunities. We may be contacted at the numbers listed in Section V below to answer questions and provide assistance.

I. SECTION 3 BUSINESS REQUIREMENTS

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons.

A. DEFINITIONS:

1. Section 3 Resident
 - a. Public housing residents
 - b. Persons who live in the Local Area (within the boundaries of the City and County of Sacramento) where a HUD assisted project is located and who is considered to be a low- to very-low income person (have a household income that falls below HUD’s income limits). HUD income limits are provided on the New Hire Questionnaire.
2. Section 3 Business
 - a. 51% or more owned by Section 3 residents; or
 - b. Employs Section 3 residents for at least 30% of its full-time, permanent staff; or
 - c. Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above.

II. M/WBE PROGRAM REQUIREMENTS

For bids \$25,000 and above, this project is subject to the Minority Business Enterprise ("MBE") and Women's Business Enterprise ("WBE") requirements under the U.S Department of Housing and Urban Development. The specific federal requirements are found at 2 CFR 200.321.

III. CERTIFICATION

A Section 3 or M/WBE business designated in the bid/offer must, upon request, certify that the firm is a Section 3 business or owned and controlled by a woman or women or a member of a minority group or groups. A firm may complete a Vendor's Application to certify. Any firm interested in participating in the SHRA Outreach List may do so by completing a Vendor's Application available from Procurement Services.

IV. DEMONSTRATING GOOD FAITH EFFORTS

Bidders/offerors are to solicit quotes from Section 3 and M/WBE firms for any subcontracting opportunity. This can be achieved by advertising in a daily or weekly newspaper/ trade magazine of general circulation; or, by contacting the Section 3 and M/WBE firms directly, at least 14 days prior to bid opening but no less than 7 days prior to bid opening or date of bid submittal if bid is submitted prior to bid due date. The Agency's Section 3 and M/WBE program is designed to help bidders/offerors meet HUD Section 3 and M/WBE requirements and is modified periodically to increase usefulness in response to local and national objectives.

The bidder/offeror has the responsibility of demonstrating that its efforts meet the Section 3 and M/WBE Program Requirements of soliciting from Section 3 and M/WBE businesses for any subcontracting opportunity. The Agency has provided the Section 00471, 00472, and 00473 forms in the Bid Package/Contract Manual which are to be utilized by bidders/offerors to demonstrate their efforts to comply with the Section 3 and M/WBE Program Requirements. Bidders/offerors must submit these forms (including any supporting documentation) with the bid/offer, or the bid/offer may be considered non-responsive.

- A. Complete Section 00471, **Section 3 Business and Minority and Women-Owned Business Enterprise Trade/Craft Documentation Sheet**, by recording the name of the contractor/sub-contractor performing the work, the trade/craft, and the CSLB License # (as applicable). Indicate if the contractor/subcontractor is a Section 3 Business (Yes/No), a M/WBE Business (Yes/No), and if a copy of the Outreach Effort(s) are attached. For any contractor/sub-contractor listed who is not a Section 3 Business and/or an M/WBE, an Outreach Effort must be attached.
- B. Complete Section 00472, **Section 3 Business and Minority and Women-Owned Business Enterprise Good Faith Effort Contact Log**, by recording results of direct solicitation (phone/email) efforts to contact Section 3 and M/WBE sub-contractors or by attaching copies of advertisement or facsimile solicitations.
- C. Complete Section 00473, **Section 3 Business and Minority and Women Owned Business Enterprise Outreach Questionnaire**, by answering the questions and signing the affidavit at the bottom of the page.

- D. **SHRA Outreach List.** The Agency has provided a project specific list of known Section 3 and (when applicable) M/WBE firms in the Bid Package/Contract Manual to assist bidders/offerors with meeting the Section 3 and M/WBE Program Requirements. Bidders/offerors should utilize additional outreach sources to assist with their efforts in making a good faith effort to satisfy the Section 3 and M/WBE Program Requirements. At a minimum, outreach efforts must include contacting the business listed in SHRA's Outreach list. If the list does not represent the trades/services that you are seeking, refer to the following examples of efforts to award contracting opportunities:

V. HELPFUL RESOURCES

- A. Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and request their assistance in identifying Section Business Concerns, M/WBE Businesses which may solicit bids or proposals for contracts for work. (Contact at least 14 days prior to proposal/bid due date. For proposals/bids with a 2-week response time contact must be made at least 7 calendar days prior to due date.)
- B. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns. (Advertise at least 14 days prior to proposal/bid due date. For proposals/bids with a 2-week response time contact must be made at least 7 calendar days prior to due date.)
- C. Providing written notice to all Section 3 Business Concerns of the contacting opportunities. The notice should be in sufficient time to allow Section 3 Business Concerns to respond to the bid invitation or request for proposal. (Notify at least 14 days prior to proposal/bid due date. For proposals/bids with a 2-week response time contact must be made at least 7 calendar days prior to due date.)
- D. Advertising the contacting opportunities through trade association papers and newsletters, and through local media, such as community networks, newspapers of general circulation and radio advertisement. (Notify at least 14 days prior to proposal/bid due date. For proposals/bids with a 2-week response time contact must be made at least 7 calendar days prior to due date.)
- E. The following are also resources for Section 3 outreach:

Section 3 Coordinator

Sacramento Housing and Redevelopment Agency (SHRA)
801 12th Street, 2nd Floor
Sacramento, CA 95814
Telephone: 916-440-1378 Fax: 916-442-6736
Section3@shra.org

City of Sacramento Administrative Services Department

Office of Small Business Development (OSBD)
915 I Street; New City Hall, 2nd Floor
Sacramento, CA 95814-2714
Telephone: 916-808-7223 Fax: 916-808-6765
www.cityofsacramento.org/esbd

VI. SECTION 3 AND M/WBE REQUIREMENTS OF SUCCESSFUL BIDDER/OFFEROR

- A. **Records.** The selected contractor shall maintain records of all subcontracts with Section 3 and/or M/WBE subcontractors. Such records shall show the name and business address of every Section 3 and M/WBE subcontractor and the total dollar amount actually paid to each Section 3 and/or M/WBE firm.

Upon completion of the contract, a summary of these records shall be prepared, certified correct by the contractor or authorized representative and, upon request, furnished to the Agency.

- B. **Reporting Requirements and Sanctions.** Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications shall be considered noncompliance with the contract.

- C. **Subcontracting.** No substitution of subcontractor, whether Section 3 or M/WBE or otherwise, shall be made at any time without the written consent of the Agency. If a subcontractor is unable to perform successfully and is to be replaced, the contractor will be required to make Section 3 and M/WBE good faith efforts to replace the original subcontractor.

ATTACHMENTS

- Attachment Section 00471 – Section 3 Business and Minority and Women-Owned Business Enterprise Trade/Craft Documentation Sheet (submit with the bid/offer)
- Attachment Section 00472 – Section 3 Business and Minority and Women-Owned Business Enterprise Good Faith Effort Contact Log (submit with the bid/offer)
- Attachment Section 00473 – Section 3 Business and Minority and Women-Owned Business Enterprise Outreach Questionnaire (submit with the bid/offer)

Rev 02/13/2019

SECTION 00471 – SECTION 3 BUSINESS AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE TRADE/CRAFT DOCUMENTATION SHEET

Complete this form listing the name and e-mail address of the Contractor for each trade/craft (either your company name or the name of your Sub-contractor). For each line, indicate if the Contractor is (or is not) a Section 3 Business, and if the contractor is (or is not) a M/WBE Business. If the answer to either/both is “No,” an Outreach Effort must be completed.

Name of Contractor Performing Work (List Prime Contractor or Subcontractor Name)	E-Mail Address	Trades/Crafts	Section 3 Business	M/WBE Business	Outreach Effort (attach)
			Yes/No*	Yes/No*	Yes/No*
		Add trades here and delete above			

Note: All Contractors and subcontractors being used to perform the work on this contract must be listed on this form, regardless of dollar amount. No substitutions of subcontractor(s) are allowed without written approval from the Contracting Officer. Any substitutions in subcontractor(s) are subject to the same Section 3 Business and Minority/Women-Owned Business Enterprise outreach efforts as stated in the original contract.

* If a subcontractor is not both a Section 3 Business and a Minority/Women-Owned Business Enterprise, please attach a copy of your outreach effort(s) on Section 00472, Good Faith Effort Contact Log or attach a copy of an advertisement or facsimile solicitation. This documentation is required or your bid may be considered non-responsive.

SUBMIT WITH BID/OFFER

**SECTION 00472 – SECTION 3 BUSINESS AND MINORITY AND
WOMEN-OWNED BUSINESS ENTERPRISE
GOOD FAITH EFFORT CONTACT LOG**

NOTE: If you have placed an ad, attach a copy of the ad to this page, draw a line through this form and submit the page. If you do not place an ad, please complete the form and submit the page.

Trade _____

Sub Contractor/Supplier _____

Address _____

City, State, Zip _____

Contact Method _____

Contact Name/Number/Email/Fax, etc. _____

Section 3 Business (circle one) Yes No M/WBE Business Enterprise (circle one) Yes No

Trade _____

Sub Contractor/Supplier _____

Address _____

City, State, Zip _____

Contact Method _____

Contact Name/Number/Email/Fax, etc. _____

Section 3 Business (circle one) Yes No M/WBE Business Enterprise (circle one) Yes No

Trade _____

Sub Contractor/Supplier _____

Address _____

City, State, Zip _____

Contact Method _____

Contact Name/Number/Email/Fax, etc. _____

Section 3 Business (circle one) Yes No M/WBE Business Enterprise (circle one) Yes No

Trade _____

Sub Contractor/Supplier _____

Address _____

City, State, Zip _____

Contact Method _____

Contact Name/Number/Email/Fax, etc. _____

Section 3 Business (circle one) Yes No M/WBE Business Enterprise (circle one) Yes No

Copy and attach additional sheets as necessary

SUBMIT WITH BID/OFFER

SECTION 00473
SECTION 3 BUSINESS AND MINORITY AND WOMEN-OWNED BUSINESS
ENTERPRISE OUTREACH QUESTIONNAIRE

1. State how Section 3 business concerns and Minority and Women Owned Business Enterprise (M/WBE) were notified of subcontracting opportunities by the contractor and subcontractor(s)?

2. How were Section 3 business concerns and M/WBEs assisted in submitting bids?

3. What assistance was requested and received from community organizations. (Provide the names and dates of all community organizations contacted.)

4. State anything else that you would like to add in support of your demonstration of a good faith effort to outreach to Section 3 business concerns and M/WBEs. List any impediments encountered in soliciting and/or awarding contracts to Section 3 business concerns and/or M/WBEs.

AFFIDAVIT

The undersigned hereby declares under penalty of perjury under the Laws of the State of California that the foregoing statements on this questionnaire are true and correct. I acknowledge that any misrepresentation of a material fact in said statements may be grounds for initiating action under Federal or State laws and for rejecting the bid/offer.

Signature:

Date:

County where signed:

SUBMIT WITH BID/OFFER



SECTION 00500 – FORM OF CONSTRUCTION CONTRACT 1932-DD

Terms in the contract:

Work: RAD Phase 1 General Contractor
Agency: Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP
Property:
CFDA Number:
Funding Source:
Architect: Enter Architect Name Here
Contractor: _____

THIS AGREEMENT, made this _____ day of _____, in the year Two Thousand and Nineteen, by and between the Contractor and the Agency.

WITNESSETH, that the Contractor and the Agency, for the consideration stated herein, mutually agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and services, and perform and complete all work required in strict compliance with the Project Contract Manual, Technical Specifications Manual, Drawings, and/or any Addenda for the above referenced project:

Addendum 1 dated _____.

Addendum 2 dated _____, and

Addendum 3 dated _____, which are incorporated herein and made a part thereof for the work described on the Agency owned Property.

ARTICLE 2: CONTRACT PRICE

The Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the Total sum of

_____ DOLLARS (\$ - _____).

This contract price shall be complete, including fees for building permits and including all other permits and governmental fees, licenses and inspections necessary for the proper execution of the work as specified in Section 00400, Bid Form.

ARTICLE 3: INSURANCE REQUIREMENTS

Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due

to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight **(48)** hours of such cancellation or non-renewal.

Contractor's Initials _____

ARTICLE 4: INDEMNIFICATION

Contractor shall hold harmless, defend at its own expense, and indemnify Agency/Authority, to extent permitted by law, against any and all liability, claims, losses, damages or expenses, including reasonable attorney fees, arising from all acts or omissions to act of Contractor or its employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's/Authority's sole negligence or willful acts. This indemnification provision shall survive the term of the contract.

ARTICLE 5: CALIFORNIA LABOR CODE REQUIREMENTS

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815. Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

ARTICLE 6: CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

Attached:

- A. General Conditions for Construction Contracts (HUD-5370, Section 00210).
- B. Supplemental General Conditions for Construction Contracts (Section 00211).
- C. Public Works: California Labor Code (Section 00240).
- D. Wage Decision- (Section 00250).
- E. Prevailing Wages – State when Higher (Section 00275)
- F. Bid Form (Section 00400).
- G. List of Designated Subcontractors (Section 00410).
- H. Bid Guarantee or Bid Bond (Section 00490).
- I. General Liability & Automotive Liability Insurance Certificates.
- J. Workmen's Compensation Insurance Certificate.
- K. Form of Bid Spreadsheet.

Incorporated in Contract by Reference:

- L. Notarized Non-Collusion Affidavit of Prime Bidder (Section 00430).
- M. Lead-Based Paint Certification (Section 00450).
- N. Minority & Women Business Enterprise Requirements (Sections 00470-00473).
- O. Performance Bond (Section 00520).
- P. Labor & Material Payment Bond (Section 00530).
- Q. Section 3 (Section 00600).

- R. Declaration of Understanding and Intent to Comply with Section 3 Requirements (Section 00620).
- S. Section 3 Economic Opportunity Plan (Section 00630)
- T. Certificate of Substantial Completion (Section 00810).
- U. Guarantee Form (Section 00820).
- V. Notarized Certificate and Release (Section 00830).
- W. Contract Manual dated Enter Date on drawings (ex. 9/20/2005 or N/A)
- X. Technical Specifications Manual dated Enter Date on drawings (ex. 9/20/2005 or N/A)
- Y. OR – Replace two (2) above with Contract Manual and Technical Specifications Manual dated XX/XX/XXXX) .
- Z. Drawings dated Enter Date on drawings (ex. 9/20/2005 or N/A).
- AA. Addenda No. __, and __ (in reverse numerical order).
- BB. Change Orders issued during course of construction.
- CC. Schedule of Amounts for Contract Payments (form HUD-51000).
- DD. Periodic Estimate for Partial Payment (form HUD-51001).
- EE. Schedule of Change Orders (form HUD-51002) issued during course of construction.
- FF. Schedule of Materials Stored (form HUD-51003).
- GG. Summary of Materials Stored (form HUD-51004).

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract.

CONTRACTOR

By: _____

By: _____

CONTRACTOR

Company Name: _____

By: _____

Title: _____

Tax I.D. #: _____

License #: _____

ADDRESS: _____
(Street)

(City) (State, Zip)

CERTIFICATION OF AUTHORITY

I, _____, certify that I am the _____, of the Corporation who signed this Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed, for and in behalf of said Corporation by authority of its governing body and is within the scope of its Corporate powers.

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____ County, California, on _____.

Contractor's Signatory

Name _____

Title _____

(Corporate Seal)

END OF SECTION

SECTION 00520 – PERFORMANCE BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that _____

(Here insert full name and address or legal title of Contractor) as
Principal, hereinafter called Contractor, and _____
(Bonding Company), a corporation duly licensed under the laws of the State of California as Surety,
hereinafter called the Surety, are held and firmly bound unto Housing Authority of the County of Sacramento
and Housing Authority of the City of Sacramento on behalf of SHRAP as Obligee, in the amount of
_____ Dollars (\$ _____
_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2019 entered into a contract
with the Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on
behalf of SHRAP for Invitation for Bid (IFB) No. 1932-DD; RAD Phase 1 General Contractor at 0, City, CA
zip in accordance with the Bid Form prepared by

(Here insert full name and address of legal title of Contractor) which contract is by reference made a part
hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full
force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Housing
Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP
and its obligation is not affected by any such alteration or extension provided the same is within the scope of
the contract. Whenever Contractor shall be, and is declared by the Housing Authority of the County of
Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP to be in default under the
Contract, the Housing Authority of the County of Sacramento and Housing Authority of the City of
Sacramento on behalf of SHRAP having performed the Housing Authority of the County of Sacramento and
Housing Authority of the City of Sacramento on behalf of SHRAP obligations thereunder, the Surety may
promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and
upon determination by the Housing Authority of the County of Sacramento and Housing Authority
of the City of Sacramento on behalf of SHRAP and the Surety jointly of the lowest responsive,
responsible bidder, arrange for a contract between such bidder and the Housing Authority of the
County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP and
make available as work progresses (even though there should be a default or succession of defaults
under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay
the cost of completion less the balance of the contract price; but not exceeding, including other costs
and damages for which the Surety may be liable hereunder, the amount set forth in the first
paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean
the total amount payable by the Housing Authority of the County of Sacramento and Housing
Authority of the City of Sacramento on behalf of SHRAP to Contractor under the Contract and any
amendments thereto, less the amount properly paid by the Housing Authority of the County of
Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP to Contractor.
No right of action shall accrue on this bond to or for the use of any person or corporation other
than the Housing Authority of the County of Sacramento and Housing Authority of the City of
Sacramento on behalf of SHRAP or successors of the Housing Authority of the County of
Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP.

Signed and sealed this _____ day of _____, 2019.

(Principal) (Seal)

(Witness)

(Title)

(BONDING COMPANY)

(Witness)

By _____
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

NOTE: Date of Performance Bond must not be prior to date of Contract.

1. Correct name of Contractor.
2. A Corporation; A Partnership; or an Individual, as case may be, attached.
3. Correct name of Surety.
4. If Contractor is Partnership, all partners must execute Performance Bond.
5. The following **(made out to the Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP)**:
a Performance Bond for 100% of the contract price.

END OF SECTION

SECTION 00530 – LABOR & MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that _____
_____(Here insert full name and address or legal title of Contractor) as
Principal, hereinafter called Principal, and _____
_____(Bonding Company), a corporation duly licensed under the laws of the State of California, as Surety,
herein called the Surety, are held and firmly bound unto Housing Authority of the County of Sacramento
and Housing Authority of the City of Sacramento on behalf of SHRAP, as Obligee, hereinafter called the
Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on
behalf of SHRAP, for the use and benefit of claimants as herein below defined, in the amount of _____
_____. Dollars (\$ _____), for
the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2019 entered into a
contract with the Housing Authority of the County of Sacramento and Housing Authority of the City of
Sacramento on behalf of SHRAP for Invitation For Bid (IFB) No. 1932-DD; RAD Phase 1 General
Contractor at 0, City, CA zip in accordance with the Bid Form prepared by

(Here insert full name and address of legal title of Contractor) which contract is by reference made a part
hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall
remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of
the Principal for labor, material, or both, used or reasonably required for use in the performance
of the Contract, labor and material being construed to include that part of water, gas, power, light,
heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Housing
Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf
of SHRAP that every claimant as herein defined, who has not been paid in full before the
expiration of the period of ninety (90) days after the date on which the last of such claimant's work
or labor was done or performed, or materials were furnished by such claimant, may sue on this
bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as
may be justly due claimant, and have execution thereon. The Housing Authority of the County of
Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP shall not be
liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced herein under by any claimant:
 - a. Unless claimant, other than one having a direct contract with Principal, shall have given
written notice to any two of the following: the Principal, the Housing Authority of the
County of Sacramento and Housing Authority of the City of Sacramento on behalf of
SHRAP, or the Surety above named, within ninety (90) days after such claimant did or
furnished the last of the materials for which said claim is made, stating with substantial
accuracy the amount claimed and the name of the party to whom the materials were

furnished, or for whom the work or labor was done or performed. Such notice shall be personally served or served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

- b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
 - c. Other than in court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herein under, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 2019.

(Principal) (Seal)

(Witness)

(Title)

(BONDING COMPANY)

(Witness)

By _____
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

NOTE: Date of Labor & Material Payment Bond must not be prior to date of Contract.

- 1. Correct name of Contractor.
- 2. A Corporation; A Partnership; or an Individual, as case may be, attached.
- 3. Correct name of Surety.
- 4. If Contractor is Partnership, all partners must execute Labor & Material Payment Bond.
- 5. The following **(made out to the Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP)**:
a Labor & Material Payment Bond for 100% of the contract price.

END OF SECTION



SECTION 00560: CONTRACTOR INFORMATION SHEET

Project Name _____

Project Number _____ Project Dollar Amount _____

The following information is being collected for reporting purposes to HUD. Please read the descriptions below and indicate the appropriate categories for you and any sub-contractors.

M/WBE DESIGNATION CODES			
MA	Male Asian	WA	Women Asian
MB	Male Black	WB	Women Black
MH	Male Hispanic	WH	Women Hispanic
MN	Male Native American	WN	Women Native American
MO	Male Other (including Caucasian)	WO	Women Other (including Caucasian)

BUSINESS SIZE		
Small Business (SB)	Very Small Business (VSB)	N/A
A business with 50 or fewer employees, and average annual gross receipts of \$5 million or less over the previous three tax years; or a manufacturer with 50 or fewer employees	A business with 25 or fewer employees, and average annual gross receipts of \$2.5 million or less over the previous three tax years; or a manufacturer with 25 or fewer employees	All other businesses

SECTION 3 BUSINESS
51% or more owned by Section 3 residents or employs Section 3 residents for at least 30% of its full-time, permanent staff; or provides evidence of a commitment to subcontract to Section 3 business concerns by awarding 25% or more of the dollar amount of awarded contracts to businesses that meet either of the above qualifications.

Prime Contractor _____
 Address _____
 City, State, Zip _____
 Contract Amount _____ M/WBE Designation Code _____
 DUNS No. _____ Tax ID # _____
 Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
 Address _____
 City, State, Zip _____
 Trade _____ Tax ID # _____
 Contract Amount _____ M/WBE Designation Code _____
 Business Size _____ Section 3 Business (circle one) Yes No

(Please complete other side)

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Sub Contractor _____
Address _____
City, State, Zip _____
Trade _____ Tax ID # _____
Contract Amount _____ M/WBE Designation Code _____
Business Size _____ Section 3 Business (circle one) Yes No

Please use additional sheets if necessary

I certify that all the information provided above is true and accurate.
Initial at bottom of first page and print and sign name below.

Name (printed)

Signature

Date



SECTION 00600 – SECTION 3 OVERVIEW

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires SHRA to ensure that employment and other economic and business opportunities are directed to public housing residents and other low-income persons, to the greatest extent feasible, particularly recipients of government housing assistance, and *business concerns that provide economic opportunities to low- and very low-income persons (Section 3 Residents)*.

Outlined below are minimum requirements to be met by the contractor and all subcontractors performing work on this project. The minimum requirements are triggered by federal regulations and SHRA policy and require active involvement by the contractor and subcontractors in soliciting local employees and contractors. Specifically, Section 3 of the Housing and Urban Development Act of 1968 as amended (12U.S.C. 1701u) and SHRA policy requires, to the greatest extent feasible, that employment and contracting opportunities be provided to Section 3 Residents and Section 3 Businesses.

SECTION 3 EMPLOYMENT GOALS		
Who Must Comply	Area of Focus	Goal
Contractors	New Hires and Trainees	30% of new hires
Any Tier Subcontractors	New Hires and Trainees	30% of new hires

SECTION 3 SUB-CONTRACTING GOALS		
Who Must Comply	Area of Focus	Goal
Building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
Any Tier Subcontractors	Subcontract Awards	At least 10 percent of the total dollar amount of all contracts
All other Section 3 covered contracts		At least three (3) percent of the total dollar amount

Progressive sanctions may be imposed on any contractor / subcontractor found not to be in compliance or willfully disregards the requirements of Section 3 including cancellation, termination or suspension of the contract in whole or in part, and the contractor may be declared ineligible for further SHRA contract awards for a period of one to three years.

Definitions

Employment Opportunity

Any job opening arising from SHRA contracts/projects, to include permanent, temporary or seasonal employment opportunities, including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities (construction mgr., relocation specialist, payroll clerk, etc.)

New Hire

An individual that is not employed by the contractor prior to the time the contract is executed (hired to specifically perform work on this project). New hires and jobs created (both union and nonunion) include all job openings and vacancies created as a result of retirement, voluntary separation, terminations and expansions of the workforce, as a result of a project funded by SHRA.

Section 3 Resident

- (1) Public housing residents
- (2) Persons who live in the Local Area (within the boundaries of the City and County of Sacramento) where a HUD or SHRA assisted project is located and who is considered to be a low- to very-low income person (have a household income that falls below HUD's income limits). HUD income limits are provided below and on the New Hire Questionnaire.

Review the chart below, match your household size (include yourself) with the **maximum** household income before taking this employment opportunity.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

For example, if your household size is 3 and the total annual household income was \$55,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$60,250.00).

If the applicant's total household income is within the limits of the chart, that person is considered a Section 3 Resident.

Section 3 Business

- (1) 51% or more owned by Section 3 residents; or
- (2) Employs Section 3 residents for at least 30% of its full- time, permanent staff; or
- (3) Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract to businesses that meet the qualifications set forth in items (1) or (2) above.

Section 3 Covered Contract

A contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project

The construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance or SHRA funds.

Contractor & Subcontractor Obligations for Section 3 Compliance

- (1) Demonstrate a good faith effort, to the greatest extent feasible, to utilize eligible/qualified Section 3 area residents as employees and trainees when new hires are needed.
- (2) Identify the number of positions, by classification/function, required to plan and complete the work to be done under the Section 3 covered project, this includes management and administrative personnel;
- (3) Determine how many of these positions are currently filled and which are not filled by regular, permanent employees.

Contractor & Subcontractor Actions to Demonstrate a Good Faith Effort

The awarded contractor and all subcontractors on the Section 3 Covered Contract/Project are required to identify any new hire opportunity resulting from obtaining this contract. Prior to receiving the Notice to Proceed, the awarded contractor and all subcontractors shall provide to SHRA Procurement Services a complete Employee Roster and a completed/signed Section 3 Economic Opportunity Plan. If the awarded contractor and/or his subcontractors do not anticipate hiring anyone as a result of the contract, complete the bottom section of the form: "Notification of the Intent to Use Current Workforce."

Examples of actions demonstrating a good faith effort to employ Section 3 qualified residents and businesses include:

- (1) Advertise in local/neighborhood newspapers/publications.
- (2) Post opportunity flyers/notices in the common areas of SHRA public housing communities.
- (3) Contact and post flyers/notices at the Sacramento County BIC's (Business Information Centers), local and ethnic Chambers of Commerce, SBA, etc.
- (4) At the job site, post the job opportunity notice and the Section 3 poster where the public may reasonably view it.
- (5) Contact local job training centers or labor organizations.

Order of Preference for Hiring and Contracting

Order of Providing Training and Employment Opportunities to Section 3 Residents

All contractors and any second tier subcontractor shall, to the greatest extent feasible, provide training and employment opportunities to Section 3 residents to meet or exceed a numerical goal of 30% of all new hires in the following order of priority:

- Priority 1: A resident of the SHRA housing site within the project area / neighborhood (i.e. Oak Park, Del Paso Heights, North Highlands, Rio Linda, etc.), and/or the Jobs Plus or Resident Services Program;
- Priority 2: A resident of any SHRA housing site;
- Priority 3: All other Section 3 eligible residents in Sacramento City/County.

Order of Providing Preference for Section 3 Businesses in Contracting Opportunities

Contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority provided below.

- Priority 1: Business concerns that are 51 percent or more owned by residents of the housing site at which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 2: Business concerns that are 51 percent or more owned by residents of other housing sites or developments managed by SHRA or whose full-time, permanent workforce includes no less than 30 percent of these persons as employees;
- Priority 3: Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, fulltime workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified above.



SECTION 00610

ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS

The following is applicable to all contracts related to this project.

- A. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- B. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- E. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
 - 1. Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
 - 2. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
 - 3. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
 - 4. Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
 - 5. Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents.



SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS

General Submittal Instructions

Bidder/Proposer AND its first-tier subcontractors are required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid. A “non-responsive” determination may be made due to non-submittal.

Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid. A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.

Special Instructions for SHRA Developers

Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:

Sacramento Housing and Redevelopment Agency
Procurement/Section 3
801 12th St, 2nd Floor
Sacramento, CA 95814
Section3@shra.org

Prime Contractor Name:	Subcontractor:
Contact Name:	Email Address:
Telephone Number:	Dollar Value of <input type="checkbox"/> Contract <input type="checkbox"/> Subcontract \$

Check All That Apply For This Project And Follow Instructions As Applicable

- ☐ I am the Prime Contractor
- ☐ I am a Subcontractor
- ☐ Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal
- ☐ Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal
- ☐ There will be no subcontracts or new hires as a result of this bid/proposal

Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA's Section 3 requirements, as applicable. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.

Authorized Official's Signature: _____ **Date:** _____

Printed Name and Title: _____

SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY



SECTION 00630: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Project: RAD Phase 1 General Contractor Project #: 1932-DD Date: _____

Prime Contractor: _____

PART I: ☐ Contractor ☐ Subcontractor Section 3 Business Concern ☐ Yes ☐ No

Firm Name: _____ Contact: _____

Phone Number: _____ Fax Number: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Employment Opportunities

PART II: Contractors or subcontractors receiving federal funds are required to adhere to Executive Order 11246, by Section 3 of the HUD Act of 1968 (12 USC 1701u) and 24 CFR Part 135, the General Conditions of the Contract for Construction, and SHRA's Section 3 Declaration of Understanding and Intent to Comply with Section 3 Requirements. If awarded a contract, it further agrees to comply with all such requirements, including without limitation, committing to an employment and training goal (Tier I) AND award a subcontract to Section 3 Business Concerns (Tier II) to the greatest extent feasible. The business entity further understands and agrees that these commitments will be included as obligations in any contract awarded and its failure to comply will be deemed a material default under the contract.

TIER I: *HIRING COMMITMENT* (goal of 30% or greater for new hires to be filled by Section 3 Residents)

JOB CLASSIFICATION(S) NEEDED TO COMPLETE THE PROJECT (i.e. Administrative, Laborer, Electrical, Demolition, Asbestos Abatement, Technical, Management, Security)	CURRENT WORKFORCE	REQUIRED WORKFORCE IF AWARDED CONTRACT	NEW HIRE COMMITMENT * # of New Hires that will be Section 3 Resident **

Attach additional sheets if necessary

By making a commitment above to hire Section 3 Residents, the business entity understands and commits to following the Section 3 Resident Priority Selection by giving first priority to individuals residing in the SHRA development where the work is being performed.

***New Hire:** A new hire means a full-time employee for a new permanent, temporary or seasonal position that is created as a direct result of this project. **Submit a New Hire Questionnaire for every new hire within one week (7 calendar days) of the hire.**

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program.

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

TIER II: SUBCONTRACTORS LIST (goal of 10% or greater of contract amount for Construction Contracts and 3% or greater of contract amount for Non-Construction Contracts)

SUBCONTRACTOR NAME AND CONTACT	TRADE	Section 3 Business? Yes or No	Subcontract Amount

Attach additional sheets if necessary

PART III: OTHER EFFORTS THAT WILL BE MADE TO GENERATE ECONOMIC OPPORTUNITIES

Pursuant to 24 CFR § 135.40 and/or SHRA's Section 3 Guide and Compliance Plan, please outline your plan to provide other economic opportunities to Section 3 Residents and Section 3 Business Concerns if you cannot satisfy Tier I and Tier II goals or desire to offer additional opportunities. Your plan should include quantifiable goals (i.e. specific number of individuals to be trained, enrolled in apprenticeship or other programs, mentored or hired as interns; dollar commitment, etc.). Examples may include training and apprenticeship programs, mentorship, internship. If you need more space, attach additional pages.

Attach additional sheets if necessary

PART IV: NOTES & COMMENTS

Attach additional sheets if necessary

PART V:

Notification of the Intent to Use Current Workforce

☐ We do not anticipate hiring any construction workers or office staff during the contract period. However, should any positions become available we will notify SHRA by completing the upper section of this form; and, if we hire, by submitting a New Hire Questionnaire

I declare, under penalty of perjury, that the above is true and correct to the best of my knowledge.

Contractor/Subcontractor Name

Signature

Date

Print Name

Title

Questions regarding the completion of this form can be submitted to section3@shra.org

Revised 02-13-19

THIS FORM TO BE SUBMITTED WITH BID BY PRIME CONTRACTOR AND ALL SUB CONTRACTORS



SECTION 00650 - SHRA SECTION 3 JOB ORDER & REFERRAL FORM

This Form helps contractors and subcontractors hire Section 3 residents and achieve compliance with the Section 3 goals. It also serves to document requests, referrals and track placements of Section 3 residents. An added feature is the documentation of waivers where availability of Section 3 residents for a particular trade may be zero. This form guides compliance determinations at project end. The Form must be submitted to SHRA at section3@shra.org. Third party requests by hon and/or informally on job sites will not count as a documented request. Please complete the Form as indicated below, date, sign and forward as appropriate. (Please verify receipt of referral form).

To be Completed by PRIME/SUBCONTRACTOR

Contractor or Subcontractor _____

Contact Name: _____

Telephone Number: _____ E-Mail: _____

Project Name: _____ Project Number: _____

Job Location: _____

Work Start Date: _____ End Date: _____ Estimated # Work Hours _____

Classification:

1. Trade: _____	Skill Level Journeyman _____	Apprentice _____
2. Trade: _____	Journeyman _____	Apprentice _____
3. Trade: _____	Journeyman _____	Apprentice _____

Experience Required For Classifications Listed Above:

1. Trade: _____
2. Trade: _____
3. Trade: _____

Selection Criteria: (please check one or more as needed)

☐ Military Service ☐ Union ☐ Driver's Lic ☐ Other

☐ Non-Union CDL Class _____

Signature _____

Date _____

Print Name _____

Title _____

SUBMIT THIS FORM TO:

SHRA Procurement Services
801 12th Street
Sacramento, CA 95814
Section3@shra.org

To be Completed by SHRA

A. SHRA is formally referring the following individuals:

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

Name: _____ Last 4 SS# _____
Address: _____
Phone: _____ email: _____
Skill/Trade & Level: _____

☐ **Referrals ARE NOT available at this time.**

Signature

Date

Print Name

Title



SECTION 00680 – NEW HIRE QUESTIONNAIRE (2019)

Contractor/firm: _____ Project Name/Number: _____

Note to employer: Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports to determine the economic impact this job has on the community. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

1. New Hire

First Name: _____ Middle Initial: _____ Last Name: _____

Street Address: _____ City: _____ Zip: _____

Job Title: _____ Phone: _____

Gender: _____ Male _____ Female

Ethnic Code: _____

1–White/Caucasian; 2–Black/ African American; 3–Native American; 4–Hispanic; 5–Asian/Pacific Islander; 0–Other

2. Income

Please provide your household income **before taking this job**. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a check mark in the space below next to the category type (“Within Limits of Chart” or “In Excess of Limits of Chart”) that applies to your household.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

For example, if your household size is 3 and the total annual household income was \$55,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$60,250.00). You would check “Within Limits of Chart.”

Mark one category: Within Limits of Chart _____ In Excess of Limits of Chart _____

3. Job Source: how did you find about this job?

Referred by: _____ Recruited by: _____

Other: _____

4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: _____ Date: _____

Feel free to contact us should you have any questions. Thank you.

Sacramento Housing and Redevelopment Agency – Procurement Services
801 12th Street, 2nd Floor
Sacramento CA 95814
(916) 440-1378: Fax - (916) 442-6736

END OF SECTION



SECTION 00685 – NEW HIRE TRACKING SUMMARY

Contractor/Subcontractor: _____

Project Name: _____ Project Number: _____

Total number of employees who performed work on this project: _____

You are required to furnish the following information to comply with the terms of the contract for this project. It is the responsibility of the prime contractor to collect the completed form from all subcontractors working on this project and compile the information on one form to submit for the entire project.

During the course of the project you and/or your subcontractor(s) may find the need to hire new workers. "New Hires" are defined as persons hired specifically to perform work on this project. Should "New Hires" be necessary, you are encouraged to hire Section 3 residents. Each new hire applicant is to complete a New Hire Questionnaire at the time of applying for a position.

Collect, tally and record the following information during the course of the project (use additional sheets if necessary). This requirement applies to **all** contractors and subcontractors working on this project.

Number of new hires: _____ Number of Section 3 new hires: _____

Number of job inquiries: _____

Number of job applicants: _____ Number of Section 3 job applicants: _____

Number of Section 3 resident job offers: _____

Number of Section 3 resident hires: _____

In the table below, please list:

1. What trades/classifications/professions (e.g. carpenter, plumber, laborer, architect, engineer, etc.) were hired specifically for this project.
2. Total number of New Hires for each trade/classification/profession.
3. Number of New Hires that were Section 3.

TRADE/CLASSIFICATION/PROFESSION	TOTAL NEW HIRES	SECTION 3 NEW HIRES

I declare that the above is true and correct to the best of my knowledge.

Signature

Date



Today's Date: _____	Report Period Ending On: _____	Final Report (Post Project) <input type="checkbox"/>
---------------------	--------------------------------	--

Project Name: _____ **Project #:** _____ **Date:** _____

Prime Contractor: _____ **Section 3 Business Concern** ☐ Yes ☐ No

Firm Name: _____ **Contact:** _____ ☐ **Contractor** ☐ **Subcontractor**

Phone Number: _____ **Fax Number:** _____ **E-mail:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____ **Total \$ Expended on Section 3** \$ _____

Note: Attach Section 3 Resident Certification and a New Hire Questionnaire for each new hire. If new hires are in P2, or P3 category, provide explanation of efforts made to hire in the order of hiring priority in the Notes section of the Appendix or via a separate sheet.

Job Classification (A)	Total Number of All New Hires (B) *	Total Number of New Hires that are Section 3 Residents (C) **			Percentage of Section 3 New Hires (D) (C/B*100)	Start Date (E)	Anticipated End Date (F)
		P1	P2	P3			
GRAND TOTALS							

**** Section 3 Resident Priority Selection:**

1st Priority (P1): Individuals residing in the SHRA Development where the project is located and/or the Jobs Plus or Resident Services Program.

2nd Priority (P2): Individuals residing in other SHRA owned or managed developments/properties.

3rd Priority (P3): All other Section 3 eligible residents in Sacramento City/County.

PART III: TRAINING AND APPRENTICESHIP PROGRAMS (report cumulative numbers) Attach Section 3 Resident Certification for each trainee.

Program Name	Total # of Participants	Total # of Section 3 Resident Participants	Start Date	End Date

PART IV: SUBCONTRACTS (report cumulative numbers)

Attach Section 3 Business Self Certification for each new subcontractor. Use additional sheets if necessary.

BUSINESS CONCERN NAME, ADDRESS, POC, PHONE/EMAIL	SECTION 3 BUSINESS CONCERN	SPECIFY IF A CONSTRUCTION OR NON-CONSTRUCTION CONTRACT AWARD	TRADE	SUBCONTRACT AMOUNT
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Construction Contract <input type="checkbox"/> Non-Construction Contract		

PART V: EFFORTS THAT WERE MADE TO GENERATE ECONOMIC OPPORTUNITIES (attach documentation supporting the information provided in this section)

Attempted to recruit low-income individuals through:

- ☐ Advertised through local media, television, radio, newspaper _____
- ☐ Signs prominently displayed at the project site
- ☐ Contacted community organizations _____
- ☐ Contacted SHRA property management to notify residents and posted or distributed flyers at the development/public housing authority
- ☐ Participated in a program which promotes the training or employment of low-income individuals
- ☐ Participated in a program which promotes the award of contracts to Section 3 Qualified Businesses
- ☐ Contacted Section 3 Compliance Administrator and/or SHRA Resident Services for a list of qualified candidates
- ☐ Submitted a Section 3 Job Order Form to SHRA Procurement Services and/or SHRA Resident Services
- ☐ Other _____

PART VI: REPORTING PERIOD UPDATE: ☐ Attached

Attach a separate memo, letter or cover letter to your report stating the hiring, subcontracting, training and/or other significant efforts made during this reporting period. Provide documentation supporting your efforts.

Signature Print Name Title Date

TO BE SUBMITTED TO SHRA SECTION 3 COORDINATOR BY THE 20TH OF THE MONTH FOLLOWING EACH QUARTER



Attach additional pages if necessary to report data from all subcontractors

--

Rev 03-08-19

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED,

AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



NOTICE

(SECTION 00720 – NOTICE - POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This construction project may provide such opportunities.

If you have the skills and are interested in a construction or construction-related job or are in a business in which the contractor may be interested in, please contact:

Contractor (business card/label)

or,

the Sacramento Housing and Redevelopment Agency at 916-440-1378 or section3@shra.org

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the Section 3 Policy and 24 CFR 135.38 (c).

Sacramento Housing and Redevelopment Agency, Procurement Services, 801 12th Street, 2nd Floor,
Sacramento, CA 95814

Revised 02-13-19

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

SECTION 00810

CERTIFICATE OF SUBSTANTIAL COMPLETION

Distribution to:

SHRA ☐
ARCHITECT ☐
CONTRACTOR ☐
AUTH. FIELD REP. ☐
OTHER ☐

PROJECT:	RAD Phase 1 General Contractor	ARCHITECT:	Enter Architect Name Here
TO (Owner):	Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP	CAL NUMBER(s):	0
DATE OF ISSUANCE:	[Date]	CONTRACTOR:	[Contractors Firm Name]
		CONTRACT NO.:	1932-DD
		CONTRACT DATE:	[Contract Date]

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: 0, City, CA zip in accordance with Technical Specifications Manual, Drawings, Addendum and/or Addenda issued, & Field Change Directives (Change Orders) and/or Amendments issued during the course of construction.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as [Date], which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Enter Architect Name Here		
ARCHITECT	BY	DATE

The Contractor will complete or correct the Work on the list of items attached hereto within seven (7) days from the above Date of Substantial Completion. (Note: Punch List given under separate cover).

[Contractors Firm Name]		
CONTRACTOR	BY	DATE

The Owner accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00 PM on [Date].

Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP		
OWNER	BY	DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

As detailed in the Contract Documents

SECTION 00820 – GUARANTEE FORM

Terms in the Guarantee Form:

"Work": RAD Phase 1 General Contractor

"Agency": Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP

"Property":

"Contractor": _____
(Insert Contractor's business name)

We, the Contractor, hereby guarantee the Work on Agency Property which we furnished or constructed in the County and City of Sacramento for the Agency for a period of one (1) year from the date of acceptance thereof by said Agency, in accordance with the guarantee required in the Contract Documents. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the applicable guarantee period from the date of acceptance, without expense whatsoever to the Agency, ordinary wear and tear, and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within ten (10) days time, after being notified in writing, we, collectively or separately, do hereby authorize the Authority to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefore, immediately upon demand.

Signed: _____
(Signature of Prime Contractor)

(Name)

(Title)

Dated: _____

END OF SECTION

SECTION 00830 – CERTIFICATE AND RELEASE

Terms in the Certificate and Release:

"Work": RAD Phase 1 General Contractor
"Agency": Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP
"Property": 0, City, CA zip

FROM: _____
(Insert Contractor's business name)

TO: Sacramento Housing & Redevelopment Agency
Construction Services
801 12th Street
Sacramento, CA 95814

Reference: Contract No. 1932-DD entered into the __ day of _____, 2019, between the Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP, Sacramento, California, hereinafter called the Agency, and _____, of _____, California, hereinafter called the Contractor, for the work on the property referenced in IFB No. 1932-DD located in the COUNTY AND CITY of Sacramento, California.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of:

\$ _____

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which are just and due and owing by the Agency to the Contractor.

<u>Item</u>	<u>Amount</u>
a. _____	_____
b. _____	_____
c. _____	_____

3. The undersigned further certifies that all work required under this contract including work required under Change Order number(s) _____ has/have been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned has received from the Agency, all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Agency from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Agency does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, the Contractor releases the Agency from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Agency may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2019.

Contractor

Signature

Title

I, _____, being first duly sworn on oath, deposes and says, first, that he is the Owner/Authorized Agent of the Company; second, that he has read the foregoing Certificate and Release by him/her subscribed as Owner/Authorized Agent of the Company.

Affiant further states that the matters and things stated therein are, to the best of his/her knowledge and belief, true.

Affiant

Subscribed and sworn to before me this _____ day of _____, 2019.

Notary

My commission expires _____

END OF SECTION

Schedule of Amounts for Contract Payments

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(Exp. 1/31/2017)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward	\$
---	----

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
--	--------------------------

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
23	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

SECTION 00901A – PROGRESS PAYMENT CERTIFICATION

By signing below, I declare under penalty of perjury that the following is true and correct to the best of my knowledge.

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.

Project Name

Project Number

Company Name

Contractor Name/Authorized Representative (Print)

Title

Signature

Date

MUST BE SUBMITTED WITH EACH REQUEST FOR PROGRESS PAYMENT

(Clause 27. (e) – General Conditions for Construction Contracts)

Instructions

Headings. Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

Columns 1 and 2. The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

Column 3. Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

Certifications. The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

Certification of the Contractor or Duly Authorized Representative

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

_____ and (contractor) _____
dated (mm/dd/yyyy) _____, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

5. Value of Original Contract work completed to date (from other side of this form) \$ _____

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____% \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. **Net** amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ _____

Authorized Project Representative	Date (mm/dd/yyyy)	Contracting Officer	Date (mm/dd/yyyy)

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Summary of Materials Stored

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157
(exp. 01/31/201)

Public reporting burden for this collection of information is estimated to average 2.5 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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Instructions: This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
-------------------------------	--	-----------------------------	-----------------

Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
---	---------

General Contractor	\$
--------------------	----

Subcontractors	\$
----------------	----

	Total	\$
	Less 10%	\$
	Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
-------------	-------------------	------------	-------------------

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
---------------	--------------------------------	-------	-------------------

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



ATTACHMENT E – SAMPLE CONTRACT

SECTION 00500 – FORM OF CONSTRUCTION CONTRACT 1932-DD

Terms in the contract:

Work: RAD Phase 1 General Contractor
Agency: Housing Authority of the County of Sacramento and Housing Authority of the City of Sacramento on behalf of SHRAP
Property:
CFDA Number:
Funding Source:
Architect: Enter Architect Name Here
Contractor: _____

THIS AGREEMENT, made this _____ day of _____, in the year Two Thousand and Nineteen, by and between the Contractor and the Agency.

WITNESSETH, that the Contractor and the Agency, for the consideration stated herein, mutually agree as follows:

ARTICLE 1: SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and services, and perform and complete all work required in strict compliance with the Project Contract Manual, Technical Specifications Manual, Drawings, and/or any Addenda for the above referenced project:

Addendum 1 dated _____,
Addendum 2 dated _____, and
Addendum 3 dated _____, which are incorporated herein and made a part thereof for the work described on the Agency owned Property.

ARTICLE 2: CONTRACT PRICE

The Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the Total sum of

_____ DOLLARS (\$ - _____).

This contract price shall be complete, including fees for building permits and including all other permits and governmental fees, licenses and inspections necessary for the proper execution of the work as specified in Section 00400, Bid Form.

ARTICLE 3: INSURANCE REQUIREMENTS

Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If

Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight **(48)** hours of such cancellation or non-renewal.

Contractor's Initials _____

ARTICLE 4: INDEMNIFICATION

Contractor shall hold harmless, defend at its own expense, and indemnify Agency/Authority, to extent permitted by law, against any and all liability, claims, losses, damages or expenses, including reasonable attorney fees, arising from all acts or omissions to act of Contractor or its employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's/Authority's sole negligence or willful acts. This indemnification provision shall survive the term of the contract.

ARTICLE 5: CALIFORNIA LABOR CODE REQUIREMENTS

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815. Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

ARTICLE 6: CONTRACT DOCUMENTS

The Contract shall consist of the following component parts:

Attached:

- A. General Conditions for Construction Contracts (HUD-5370, Section 00210).
- B. Supplemental General Conditions for Construction Contracts (Section 00211).
- C. Public Works: California Labor Code (Section 00240).
- D. Wage Decision- (Section 00250).
- E. Prevailing Wages – State when Higher (Section 00275)
- F. Bid Form (Section 00400).
- G. List of Designated Subcontractors (Section 00410).
- H. Bid Guarantee or Bid Bond (Section 00490).
- I. General Liability & Automotive Liability Insurance Certificates.
- J. Workmen's Compensation Insurance Certificate.
- K. Form of Bid Spreadsheet.

Incorporated in Contract by Reference:

- L. Notarized Non-Collusion Affidavit of Prime Bidder (Section 00430).
- M. Lead-Based Paint Certification (Section 00450).
- N. Minority & Women Business Enterprise Requirements (Sections 00470-00473).
- O. Performance Bond (Section 00520).
- P. Labor & Material Payment Bond (Section 00530).
- Q. Section 3 (Section 00600).

- R. Declaration of Understanding and Intent to Comply with Section 3 Requirements (Section 00620).
- S. Section 3 Economic Opportunity Plan (Section 00630)
- T. Certificate of Substantial Completion (Section 00810).
- U. Guarantee Form (Section 00820).
- V. Notarized Certificate and Release (Section 00830).
- W. Contract Manual dated Enter Date on drawings (ex. 9/20/2005 or N/A)
- X. Technical Specifications Manual dated Enter Date on drawings (ex. 9/20/2005 or N/A)
- Y. OR – Replace two (2) above with Contract Manual and Technical Specifications Manual dated XX/XX/XXXX) .
- Z. Drawings dated Enter Date on drawings (ex. 9/20/2005 or N/A).
- AA. Addenda No. __, and __ (in reverse numerical order).
- BB. Change Orders issued during course of construction.
- CC. Schedule of Amounts for Contract Payments (form HUD-51000).
- DD. Periodic Estimate for Partial Payment (form HUD-51001).
- EE. Schedule of Change Orders (form HUD-51002) issued during course of construction.
- FF. Schedule of Materials Stored (form HUD-51003).
- GG. Summary of Materials Stored (form HUD-51004).

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract.

CONTRACTOR

By: _____

By: _____

CONTRACTOR

Company Name: _____

By: _____

Title: _____

Tax I.D. #: _____

License #: _____

ADDRESS: _____
(Street)

(City) (State, Zip)

CERTIFICATION OF AUTHORITY

I, _____, certify that I am the _____, of
the Corporation who signed this Contract on behalf of the Contractor, was then _____
_____ of said Corporation; that said Contract was duly signed, for and in
behalf of said Corporation by authority of its governing body and is within the scope of its
Corporate powers.

I certify under penalty of perjury under the laws of the State of California that I am fully
authorized to execute the attached document for Contractor in the capacity I have stated, and
that such execution is sufficient to bind the Contractor. Executed in _____
County, California, on _____.

Contractor's Signatory

Name _____

Title _____

(Corporate Seal)

END OF SECTION