Housing Authority of the County of Merced

QUOTES FOR SMALL PURCHASE AS-NEEDED PLUMBING SERVICES

QSP 2018-06

Proposal due date: August 28, 2018
By 2:00 PM (PDT)

405 U Street – Merced, CA 95341
Telephone: (209) 722-3501, ext. 137
Fax (209) 386-4187
Email:sue@merced-pha.com

Plumbing Services

INTRODUCTION: The Housing Authority of the County of Merced (Authority) is soliciting proposals from qualified suppliers to enter into a Master Agreement for qualified and licensed Contractors to provide as-needed Plumbing services for an initial 12-month period, with four optional one-year renewals.

Due to the estimated cost of this procurement falling under the Small Purchase Threshold of $100,000.00, the Authority is procuring these services using a non-formal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request For Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject all proposals, and ask for any clarifications or verifications from Proposers at any time.

This QSP is being issued, as well any addenda, by Authority. The contact person for the Authority is:

Sue Speer, Director of Development and Asset Management
405 U Street - Merced, CA 95341
Telephone: (209) 386-4137 -- Fax: (209) 386-4187
Email: Sue@merced-pha.com

Solicitation Date: **August 6, 2018**

Due Date for Quotes: **August 28, 2018, 2018 by 2:00 PM (PDT)**

Anticipated Start Date: **September 1, 2018** *(Actual Date to Be Determined)*

SCOPE OF WORK (SOW) / TECHNICAL SPECIFICATIONS: The purpose of this QSP is to form a pool of Contractors from which the Authority may draw to contract for Plumbing work.

General Requirements: The Authority periodically requires Contractors to provide plumbing inspections, repair and/or installation work such as repairing leaking faucets, replacing water heaters, replacing broken pipelines, unclog drains, etc. in various Authority properties located throughout Merced County. A summary of the Authority's major properties is provided in Attachment H.

Services may be provided during normal business hours and occasionally after hours. After hours calls will require the successful proposer to call in prior to beginning work and call when the job has been completed. All purchases must be approved by the Authority's Authorized Representative prior to purchase. The Authority will inform Contractor of assignments that require Davis-Bacon and Related Acts (Federal prevailing wages) or California State prevailing wage rates.

All work shall be inspected and signed off by the Authority Authorized Representative (such as "Housing Program Director", "Asset Manager", or "Maintenance Manager") before the work is deemed complete. An Authority purchase order and/or Purchase Order Number must be

attached to each invoice. No payment will be made until all work is completed to the satisfaction of the Authority's Authorized Representative and is deemed complete.

Method of Award (Task Order): The Authority intends to form a pool of Contractors to draw from on an as-needed basis, and retains the right to contract with any Contractor as a result of this QSP, which shall occur in the following manner:

When the Authority has need of work, the Authority staff will contact the 1st ranked Contractor to ascertain as to whether or not that Contractor is available to do the work within the reasonable timeframe the Authority has established for that work (typically, "reasonable" shall be interpreted as meeting at the site within one (1) work day and beginning work within one (1) work day thereafter). If the 1st ranked Contractor is not available, the Authority may then proceed to the next highest- ranked Contractor, and so forth, until the Authority has located an available Contractor.

Typical Definition of Emergencies: There are instances when it is not reasonable to wait for service, meaning service is required from the Contractor immediately, and the Contractor is needed to drive to the site quickly. Such cases include when a main water line has ruptured and needs to be shut down and repaired (this is only an example and is not all-inclusive). In such cases the Authority reserves the right to (and probably will) suspend the one-day required response time.

Repair Services: Each Contractor shall, as a part of the quote submittal, provide proposed unit and/or hourly fees for the various services and positions that will be needed to complete the work. Contractor's work estimates should contain:

- **Repairs Required:** A complete list of all of repairs to be completed. Please note that after acceptance by the Authority, this list may only be revised with the written approval of the Authority.

- **Labor Hours:** The number of hours that the Contractor will require for each position to complete the required work.

- **Materials Required:** The quantity, description, and total price of any material required for the work assignment that is not provided by the Authority.

- **Labor Rates All-Inclusive:** Unless otherwise provided for herein, the hourly labor fees quoted shall be all-inclusive of all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools, equipment, materials, insurance, licensing, permits employee costs, and benefits, etc.

Warranty/Guarantee: All work provided by any Contractor pursuant to any contract that ensues from this QSP shall be guaranteed by that Contractor for a period of time of not less than 180 days (labor). Copies of manufacturer warranty/ies must be attached to invoice or provided to the Authority prior to payment.

Quantities: All quantities entered by the Authority herein are for calculating purposes only. The ensuing contract will be an Indefinite Quantities Contract (IQC), in that the Authority

shall retain the right to form a pool of potential Contractors that the Authority may also make awards to, on a task-order basis, any amount of services the Authority requires.

Price Escalation: At the discretion of the Authority, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an escalation of labor costs allowed in the same amount of any escalation that occurs pertaining to the corresponding or most similar (a) State of California Prevailing Wage Rates; (b) Davis-Bacon and Related Acts Prevailing Wage Rates; or (c) HUD-Determined Wage Rates for the Authority (either used at the Authority's discretion). For example, if, at the end of the first contract period the listed prevailing wage rates increase 5% as compared with the listed rates on the date of contract execution, then the Contractor will be entitled to a 5% increase in the labor rates that he/she submitted in response to this QSP. Similarly, for ensuing years, the end-date of the previous contract period shall be the base-line date to determine the previous listed wage rate.

Notification Must Be Received From Contractor: The Contractor must notify the Authority, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12month period without the express written consent of the Authority.

Davis-Bacon and Related Acts and/or California State Prevailing Wage Rates: As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Authority needs the successful Contractor to provide services that require the successful Contractor to pay Davis-Bacon and Related Actus or California State Prevailing Wage Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful Contractor for any amount when the applicable Davis-Bacon and Related Actus or California State Prevailing Wage Rates are greater than the portion of the applicable hourly fees listed within that the Contractor actually pays to each such person performing the work, as verified by payroll records, the Authority shall pay the difference. Applicable wage rates can be found at:

- Davis-Bacon and Related Acts: http://www.wdol.gov/dba.aspx (CA180013)
- California State Prevailing Wage: http://www.dir.ca.gov/DLSR/PWD/

Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount:
The ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the Authority to award to each responsive and responsible Contractor a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are:

- GCMA: $250.00 (awarded to 1st -ranked Contractor only);
- NMCA: $90,000.

Exceptions Pertaining to the GCMA:
The noted GCMA (but not the entire Contract, only the restrictions pertaining to the set GCMA) will be null and void for any firm that chooses to reject a total of three (3) requests from the Authority to be available for work during the contract period or at the discretion of the Authority's Authorized Representative.

Contract Form: The Authority will not execute a contract on the Contractor's form. Contract will only be executed on an Authority form and by submitting a proposal, the Contractor agrees to do so (please note that Authority reserves the right to amend this form as Authority deems necessary). However, the Authority may consider any contract clauses that the Contractor wishes to include therein and requests in writing for the Authority to do so; but the failure of Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority's contract form. Prior to submitting a proposal, it is the responsibility of each prospective Contractor to notify the Authority in writing of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the Authority's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

Unauthorized Sub-Contracting Prohibited: The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority, shall be void and may result in the cancellation of the contract with Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Authority.

Right to Negotiate Final Fees: The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated Contractor. If, in the opinion of the Authority, such negotiations are not successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-highest-rated Contractor. The Authority shall also retain the right to negotiate with and make an award to more than one Authority Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this QSP:

- **Required Clauses:** At a minimum, the attached "*HACM Purchase Order Terms & Conditions*" (Attachment A) and "*HUD 7460.8 Table 5.1 Mandatory Contract Clauses for Small Purchases Other Than Construction*" (Attachment B) will be applicable to any Purchase Order and/or Contract issued by the Authority.

- **Assignment of Personnel:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work. Contractor shall select and employ the replacement personnel.

Labor Costs: Quotes will be inclusive billing rates for California State prevailing wage rates, Davis-Bacon and Related Acts wage rates and non-prevailing wage rates.

Licensing and Insurance Requirements: Prior to award (but not prior to submission of the proposal) the Contractor will be required to provide:

- **Licensing:** Contractor must hold a valid California Contractor's License for the appropriate trade listed in this QSP with all appropriate bonding and insurance required by the State of California and have the ability to obtain all required permitting either through local, state and federal agencies and being in good standing with all governing agencies. The Contractor shall provide to the Authority copies of these and any other required current City, State and/or Federal licenses.
  Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.

- **Proof of Insurance: :** Contractor shall procure and maintain throughout the duration of any Contract resulting from this Request for Quotes for Small Purchase insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, at a minimum, insurance coverage shown on the attached *Insurance General Requirements for Most Contracts* (Attachment C). Proof of such coverage must be presented to the Authority prior to or at the time of contract execution.

Contract Service Standards: All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations as well as those provided as Attachments below. If such compliance is impossible for reasons beyond its control, the Contractor shall immediately notify the Authority of that fact and the reasons therefore. The Authority reserves the right to remove any Contractor who fails to respond to calls when requested or within the agreed-upon response times, and may in such cases proceed to contact the next Contractor from the pool.

All work shall be performed according to industry standards, procedures and methods normally accepted in the industry and in compliance with all federal, state and local laws, codes and regulations.

Contractor shall be responsible for repair and/or replacement of any damaged areas made in the course of the work being performed. Damaged areas include but are not limited to, existing, adjacent and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with design and quality of the existing, adjacent and/or adjoining materials.

PERFORMANCE SPECIFICATIONS

Company Standards

1. Contractor shall possess the appropriate Contractor's license issued by the California Contractor's State License Board (CSLB) for all work performed.
2. Contractor shall provide detailed work orders indicating what problems were discovered and what services were provided.
3. Contractor shall attach a copy of the Authority's purchase order(s) when submitting invoice.

4. Generally accepted industry standards shall be adhered to and all work shall be performed in a workmanlike manner.
5. Contractor shall be required and responsible for obtaining, maintaining and paying for all city and/or county business licenses. Copies of licenses must be submitted to the Authority prior to contract award. Failure to maintain required licenses in current status during the term of this contract shall constitute a material breach thereof. Copies of permits, if required, must be submitted to the Authority prior to start of specific work in which a permit is required.
6. Contractor shall be required and responsible for paying any and all related and required fees and costs, including but not limited to, impact fees, architectural and/or engineering costs, environmental testing costs, etc. associated with any work task.
7. All material must be new unless otherwise specified.
8. Contractor shall provide and pay for all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise within these specifications.
9. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. Any removal of material not approved by the Authority shall be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any design costs, fees and charges related to its approval.
10. Contractor assumes any and all responsibility and liability for any and all vehicles, equipment, portable toilet/s, materials and/or material storage or other storage containers stored on the Authority property. Contractor will clean and/or paint over graffiti within 24 hours of notification.
11. Contractor shall be responsible for providing an adequate number of portable toilets for its employees use. Authority tenant toilets are not to be utilized.
12. Contractor shall obtain written approval prior to using any tenant utilities (i.e. electricity, water, etc.).
13. Contractor shall be responsible for repair and/or replacement of any damaged areas made in the course of the work being performed. Damaged areas include, but are not limited to, existing, adjacent and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with design and quality of the existing adjacent and/or adjoining materials.
14. Contractor shall keep the site clean and free of barriers and/or hazards and leave the site in a clean and orderly manner at the end of each work day. Authority and/or tenant dumpsters and/or trash receptacles shall not be used. All debris must be properly and legally disposed of, offsite daily.
15. Contractor shall be responsible for the disposal of the materials demolished at the site during this contract, and such disposal shall be performed in compliance with all applicable laws. All work performed in removing the existing material and installing the new products must be performed by properly licensed personnel.
16. All work shall be inspected and signed off by the Authority Authorized Representative before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority and is deemed complete.
17. Any repair and/or restoration of damaged area shall be performed at no cost to the Authority.
18. Contractor shall supply all safety or warning signs, equipment, plastic covers, barricades and any other specialty items that may be required.
19. Prior to the start of work, a meeting will be scheduled between the Contractor and Authority Authorized Representatives to discuss the project. At this meeting, the Contractor shall present his/her proposed work schedule for the entire project.

20. Prior to the start of work, the Contractor shall notify the Authority in writing of any surface defects (not covered elsewhere in this specification) which might be detrimental to the proper application of materials. If any defects are found, the Contractor shall delay the project until the repairs can be arranged by the Authority Authorized Representative. This delay shall be at no cost to the Authority.
21. The contractor shall keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damages to the Authority property and to avoid an unsightly condition. Removal of such items shall be performed properly upon completion or work. The Contractor shall not use Authority facilities for disposal of debris and waste material, whether hazardous or non-hazardous, or asbestos-containing or non-asbestos-containing.
22. The Contractor shall comply with all laws, ordinances, rules and regulations applicable to the work. The Contractor shall provide adequate protection for all persons and all Authority personnel within the working area or approaches thereto and shall furnish and erect temporary barricades where necessary.
23. Contractor shall take particular care in preserving the integrity of the adjacent sites and ensure consistency of his/her work in order to maintain the overall appearance of the community.
24. Contractor shall minimize dust from any construction activities and conform to the requirements of San Joaquin Valley Unified Air Pollution Control District.
25. Contractor shall provide traffic control and limit impacts on city and/or county streets and private parking.
26. Schedules and operations shall be performed to minimize intrusion and potential risks to the residents within the community. Installation hours shall take place between the hours of 7:30 a.m. and 5:00 p.m., unless otherwise authorized by the Authority. Work shall not be performed on weekends or holidays without prior approval from the Authority. The selected contractor may have to coordinate his/her work schedule with other Contractors.

Personnel Standards

1. Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
2. Contractor's employees shall wear clearly visible identification while performing duties.
3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the Authority or its managers, the Contractor shall replace such personnel with those who are satisfactory.
4. Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conductive to any labor complaints, troubles, safety issues, disputes or controversies at the Authority's place of business or which interfere or are likely to interfere with the operations of the Authority's business.
5. Contractor shall immediately give such notice to the Authority, to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his/her opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, troubles, disputes, or controversies.

6. The Contractor, its employees, subcontractors or other representatives, have no tenancy and shall be admitted to the grounds only for the proper execution of the work under this contact. The Contractor, its employees, subcontractors, or other representatives must wear identifying company uniform and employee badge while working on Authority properties.
7. The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees and/or subcontractors shall not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties or reporting to work for the Authority under the influence of any of the above. The Authority is a federally funded entity and as such is mandated by Federal drug laws.
8. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Contractor, subcontractor and/or their employees, shall properly dispose of smoking materials. Smoking materials (i.e. cigarette butts, matches, etc.) shall not be disposed of in gutters, walkways, streets, driveways, common areas or any other areas on Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices.
9. Employee Screening: Contractor shall ensure that any employee performing services on Authority property is not registered and/or is not required to register as a sex offender pursuant to California Penal Code Section 290. In order to protect the public and minimize exposure to liability and risk, the Authority reserves the right to require the removal of any Contractor employee who, in the sole discretion of the Authority, presents a risk to the health or safety of any Authority resident or the general public.

Supervision

1. Contractor shall furnish the necessary qualified supervision to oversee all operations.
2. Contractor shall be available to attend a minimum of two meetings per year with the Authority designated staff, to coordinate, plan and discuss the contracted services performance.

Equipment

1. Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications and warrants that all equipment will be of such type as to cause no hazard or danger.

Property Damages

1. Contractor shall be responsible for any damages to Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense.

NON-COLLUSION

Contractor shall complete an affidavit in proof that they have not entered into any collusion with any person in respect to this bid or any other bid or the submitting of quotes for the contract for which this quote is submitted (Attachment D - Non-Collusive Affidavit).

SECTION 3 CONTRACT

The work to be performed under this contract is on a project assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project (Attachment E – *Section 3 Form and Explanation)*.

AWARD OF THE CONTRACT

Subject to Other Documents: The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.

Conflict of Interest: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.

Responsibility: It shall be the responsibility of the Contractor to see that his/her quote is received by Authority by the date and time set forth for the opening of the quotes. Quotes received after the time stated shall not be considered.

Rejection of Proposals: The Authority reserves the right to accept or reject any or all proposals, which are determined to be non-responsive.

ATTACHMENTS

Attachment A: Housing Authority Purchase Order Terms and Conditions

Attachment B: HUD Table 5.1: Mandatory Contract Clauses for Small Purchases Other Than Construction

Attachment C: HACM Insurance Requirements for Contractors

Attachment D: Non-Collusive Affidavit

Attachment E: Profile of Firm Form

Attachment F: HACM Section 3 Form and Explanation

Attachment G: Form HUD-5370-EZ: General Contract Conditions for Small Construction/Development Contracts

Attachment H: HACM MWBE Contractor Information Over $10K

Attachment I: Summary of the Authority's Major Properties

HOUSING AUTHORITY OF THE COUNTY OF MERCED QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of $100,000.00, the Authority is procuring these services using a nonformal request for Quotes for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Proposers at any time.

Quote: The Authority is only requesting that this page and any additional documents referenced therein be submitted by the due date as indicated in the QSP. A single copy may be submitted by facsimile to (209) 386-4187. By submitting a quote response, the Contractor agrees to abide by all applicable laws, ordinances, and regulations.

1. Base Quote - The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP, Quote Form, General Scope of Work, and Addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Merced, California, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the Specifications, for the amount(s) of:

   Total hourly cost to provide the services as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.

   Non-Prevailing Hourly Wage Rates

   Regular: $ _____ /hr. Overtime: $ _____ /hr.

   Davis-Bacon & Related Acts Prevailing Hourly Wage Rates (CA180013)

   Regular: $ _____ /hr. Overtime: $ _____ /hr.

   California State Prevailing Hourly Wage Rates

   Regular: $ _____ /hr. Overtime: $ _____ /hr.

2. If written notices of the acceptance of this quote is mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented for signature.

Quote Submitted By:

Company: _____ **Date:** _____

By (Print Name): _____ **Email:** _____

Address: _____ **Telephone:** _____

City, State, Zip: _____ **Fax:** _____

Signature: _____ **Authorized Principal or Officer**

PURCHASE ORDER TERMS AND CONDITIONS

Herein "Authority" is the Housing Authority of the County of Merced, and "Seller" is the recipient of this Purchase Order (PO) and by accepting order from the Authority, Seller agrees as follows:

1. *Applicable Laws*. It is the responsibility of the Seller to ensure that all items/services provided in response to this PO are provided in compliance with all applicable Federal, State and local laws, statutes, and codes. Seller agrees and understands that the Authority is a public house agency and this PO may be governed by applicable HUD regulations.

2. *Applicable Documents*. All of the terms and conditions (T&C) listed within each of the following documents are hereby included by reference as part of these T&C and by executing and returning the accompanying cover page, the Seller, hereby agrees to abide by all such terms and requirements and those listed on this T&C that the Authority chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller must inform the Authority in writing if he/she wishes to receive a copy of any of these documents): (A) All documents issued as part of the applicable competitive solicitation process noted on the PO; (B) form HUD-5369-B; form HUD-5369-C; form HUD-5370-C, Sections I and II; form HUD-5369; form HUD-5369-A; form HUD-5370; form HUD-5370-EZ; Table 5 1 of HUD Procurement Handbook 7460.8 REV 2; and the applicable contract clauses contained within 2 CFR PART 200.

3. *Conflicting Terms.* These T&C may only be modified by the Authority in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2. the Authority shall decide which T&C shall comply. Any T&C listed within any of the HUD forms listed within preceding 2. herein shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar terms and conditions listed on a supplier or contractor receiving document or invoice.

4. *Cancellation.* The Authority reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller.

5. *F.O.B/Delivery.* Unless specifically approved by the Authority in writing (i.e. typically as entered on the PO), no additional freight costs are approved by the Authority and may not be added to any invoice that ensures thereto. The Authority shall have the right to specify the date, time, place, method and sequence of delivery. All goods/items shall be shipped at the expense and risk of Seller until receipt by the Authority.

6. *Hazardous Materials.* If the Seller is furnishing items that contain hazardous materials, it/he/she must be compliant with applicable law or laws, each container must have a label listing the identity of such material. Each such

container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the Authority, furnish the necessary Material Safety Data Sheets (MSDS) for each chemical, substance, or product listed on this order.

7. *OSHA.* The Seller certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.

8. *Invoices.* An original or "Certified to be true copy" invoice is required for payment and must reference the Authority's PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the Authority staff that received the items/services.

9. *Quantity/Price.* Changes in quantity and price listed on this PO will not be accepted by the Authority without prior written approval of the Authority officer that issued the PO.

10. *Taxes.* The Authority is not exempt from State sales tax and accordingly should be charged such tax by Seller.

11. *Liens Prohibited.* By acceptance of this PO the Seller thereby agrees that it/she/he is required by HUD regulation, prohibited from filing any lien against the Authority pertaining to the items/services detailed in the PO. It is agreed that Seller shall not reserve a security interest in the goods/items sold under this agreement once said goods/items are delivered. It is further agreed that Seller shall in no way cause or permit an encumbrance of the goods/items by others, including manufacturer.

12. *Inclusion of Manufacturer's Warranty/Replacement of Defective Items/Parts.* Seller will, at the time of the delivery, provide the Authority with written guarantees and warranties for all goods and products delivered to the Authority. Seller agrees to replace and/or repair any defective items/services within thirty (30) day of delivery at no cost to the Authority.

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.** HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all 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 this contract is performed.

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.

Termination for Cause and for Convenience (contracts of $10,000 or more). (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination. (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

General Requirements for Most Contracts

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage *(occurrence form CG 0 01 10 01)*.
2. Insurance Services Office Additional Insured form *(CG 20 37 or CG 20 26)*.
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 *(any auto), [require if scope of work includes driving on Authority property]*.
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation *(statutory)* and Employer's Liability: $1,000,000 per accident for Bodily Injury or Disease.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

ACCEPTABILITY OF INSURERS
Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE
Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS
Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Not withstanding this provision, Contractor shall indemnify the Authority for any claims resulting from the performance or non-performance of the Contractor's sub-contractors and/or their failure to be properly insured.

FORM OF NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:
(name of signer)

That he/she, is the _____ (a/an owner, partner, officer of the firm, ect.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization ,or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bide price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

_____
SIGNATURE OF BIDDER:
if bidder is an individual
SIGNATURE OF PARTNER:
if bidder is a partnership;
SIGNATURE OF OFFICER:
if bidder is a corporation;

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____
County of _____ } §

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____, by

(1) _____ ,
(Name of Signer)

(and (2) _____) ,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____ (Seal)
(Signature of Notary Public)

My commission expires _____, 20_____.

PROFILE OF FIRM FORM

1. Prime ____ Sub-contractor _____

2. Name of Firm:_____ Telephone:_____

   Fax: _____ Cell: _____

   Email: _____ Secondary Email: _____

3. Street Address, City, State, Zip:_____

4. Mailing Address, City, Sate, Zip (if different) _____

5. Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Former Business Name and Year Established (if applicable).

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

☐ Caucasian (Male) _____%
☐ Caucasian (Female) _____%
☐ Public-Held Corporation _____%
☐ Government Agency _____%
☐ Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise ~ Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-Owned _____%
☐ African American _____%
☐ Native American _____%
☐ Hispanic _____%
☐ Asian/Pacific Islander _____%
☐ Woman-Owned (MBE) _____%

☐ Disabled Veteran _____%
☐ Other (Specify): _____%

WMBE Certification Number:_____

Certified by (Agency):_____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

9. Federal Tax ID No.:_____

10. City/County Business Licenses:

   a. City of Merced License # _____
   b. City of Atwater License # _____
   c. City of Livingston License # _____
   d. City of Los Banos License # _____
   e. City of Dos Palos License # _____
   f. County of Merced License # _____

11. State of California Contractor's License/Registration Type(s) and #.:_____

12. Worker's Compensation Insurance Carrier:_____
    Policy No.:_____ Expiration Date:_____

13. General Liability Insurance Carrier:_____
    Policy No. _____ Expiration Date:_____

14. Automobile Liability Insurance Carrier: _____
    Policy No. _____ Expiration Date:_____

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?
    Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?
    Yes ☐ No ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholder and % of each
☐ Latest Board minutes appointing officers
☐ Organization chart with names and titles and brief functional statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Additional documentation

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full time employees
☐ PHA Residential lease (less than 3 years from date of employment)
☐ List of all employees claiming Section 3 status
☐ Other evidence of Section 3 status (less than3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

☐ Current financial statement
☐ Statement of ability to comply
☐ List of owned equipment
☐ List of all contracts for the past 2 years with public policy

Corporate Seal

AUTHORIZING NAME AND SIGNATURE:

_____ Title

_____ Date

_____ Signature

_____ Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

_____

_____

_____

_____

_____

_____

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

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 or 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 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 (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 Enterprise. 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).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

(a) within the maximum total contract price established by the HA; or

(b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	"X" = LESSOR OF:
When the lowest responsive bid is less than $100,000	10% of that bid, or $9,000.00
When the lowest responsive bid is at least:	
$100,000.00, but less than $200,000.00	9% of that bid, or $16,000.00
$200,000.00, but less than $300,000.00	8% of that bid, or $21,000.00
$300,000.00, but less than $400,000.00	7% of that bid, or $24,000.00
$400,000.00, but less than $500,000.00	6% of that bid, or $25,000.00
$500,000.00, but less than $1,000,000.00	5% of that bid, or $40,000.00
$1,000,000.00, but less than $2,000,000.00	4% of that bid, or $60,000.00
$2,000,000.00, but less than $4,000,000.00	3% of that bid, or $80,000.00
$4,000,000.00, but less than $7,000,000.00	2% of that bid, or $105,000.00
$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts**, **greater than $2,000 but not more than $150,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, 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.
(b) 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.
(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
(d) 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 days after receipt of the Contracting Officer's decision.
(e) 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.

4. 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 the 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; and
  (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. 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.

6. 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.

7. 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.

8. 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime 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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (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.

(e) 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.

(f) 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.

(g) 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.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

(i) 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;

(ii) 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

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Vendor/Contractor Information

Dear Vendor/Contractor,

Please provide the information below:

Company Name: _____

Owner/President Name: _____

Co-Owner/Vice President Name: _____

Business/Contractor License #: _____

Contractor Section 3 Status: Yes _____ No _____

Sub-Contractor Company Name: _____

Sub-Contractor Owner/President Name: _____

Sub-Contractor Co-Owner/Vice President Name: _____

Sub-Contractor Business/Contractor License #: _____

Sub-Contractor Section 3 Status: Yes _____ No _____

<u>If contract over $10,000.00, please check all that apply:</u>

a. Minority-Owned Business Enterprise (MBE):

1. White Americans ____
2. Black Americans ____
3. Native Americans ____
4. Hispanic Americans ____
5. Asians/Pacific Americans ____
6. Hasidic Jews ____

b. Woman-Owned Business Enterprises (WBE): ____

Thank you for your cooperation.

Housing Authority of the County of Merced
HOUSING DATA

Low-Income Public Housing Units **Bedroom Sizes**

AMP #1 - Project #	City	1	2	3	4	Total Units	
23 - 01	Merced	22	48	20	11	101	5th, 6th, 7th, George, West, Lesher, V, T
23 - 10	Merced	0	10	22	12	44	1st, 2nd, 3rd, R, S,
23 - 13	Merced	28	0	0	0	28	Park Ave/Elderly
23 - 21	Merced Acquisition	0	0	0	1	1	Barney
23 - 23	Atwater Acquisition	0	0	2	0	2	Vine Circle/Bellevue
				Total AMP #1 units:		**176**	**Total AMP 1**

AMP #2 - Project #	City	1	2	3	4	Total Units	
23 - 03	Atwater	2	8	4	1	15	Cameo Ct./Crest Rd.
23 - 06	Livingston	11	14	19	16	60	Alameda, Castallena, Balmoral
23 - 12A	Atwater	0	16	20	0	36	Kelso, Olive, Crest
23 - 12B	Winton	0	3	3	0	6	Suzie Street
				Total AMP #2 units:		**117**	**Total AMP 2**

AMP #3 - Project #	City	1	2	3	4	Total Units	
23 - 02	Los Banos	2	10	8	0	20	Linda Vista/ I Street
23 - 04	Los Banos	8	8	14	10	40	7th, 8th, B, C, D, Abby
23 - 05	So. Dos Palos	4	8	10	8	30	Lexington, Globe
23 - 11	Los Banos	0	3	5	2	10	J & K Street
23 - 12C	Dos Palos	0	5	7	0	12	Alleyne, Palo Alto, Almond
23 - 12D	So. Dos Palos	0	0	8	2	10	Globe
				Total AMP #3 units:		**122**	**Total AMP 3**

AMP #4 - Project #	City	1	2	3	4	Total Units	
23-24	Merced	0	6	0	0	**6**	1st Street
				Total AMP #4 units:		**6**	**Total AMP4**

Total LIPH Conventional Units: **421**

Valley View Homes

Development Name	City	1	2	3	4	Total Units	
Midway	Dos Palos	0	16	14	4	34	Reynolds
O'Banion Terrace (senior)	Dos Palos	25	0	0	0	25	Dora St
Sierra Vista (senior)	Atwater	14	0	0	0	14	Sierra Vista/Olive
				Total Valley View Units:		**73**	

Fair Market Home	City	1	2	3	4	Total Units	
11 Sunbird	Merced	0	0	1	0	**1**	
				Total Fair Mkt Home		**0**	

Farm Labor Centers	City	1	2	3	4	Total Units	Type of Center
Merced Migrant	Merced	0	12	33	4	49	Seasonal
Atwater Migrant	Atwater	0	30	27	2	59	Seasonal
Los Banon Migrant	Los Banos	0	12	28	8	48	Seasonal
Felix Torres Migrant	Planada	0	43	25	4	72	Seasonal
Felix Torres Year Round	Planada	0	29	19	2	50	Year-Round
				Total Farm Labor Units:		**278**	

Housing Authority of the County of Merced Main Office
405 U Street, Merced, CA 95341

O'Banion Learning Center
401 Lesher Drive, Merced, CA 95341