

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

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CA 92408
MARCH 10, 2020 AT 3:00 P.M.

AGENDA

PUBLIC SESSION

- 1) Call to Order and Roll Call
- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board.
- 4) Receive Board Building Presentation for March 10, 2020 regarding an overview of the Housing Authority of the County of San Bernardino projects and the advocacy day briefing. (Page 1)

DISCUSSION CALENDAR

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

- 5) Receive the Executive Director's Report dated February 11, 2020. (Page 2)
- 6)
 - 1- Award a construction contract, effective March 11, 2020 to Noble E&C, Inc. for concrete and masonry work at the Barstow Affordable Housing community located in the city of Barstow in an amount not to exceed \$294,000. (Pages 3-131)
 - 2- Authorize and direct the Executive Director to execute and deliver the contract to Noble E&C, Inc. and upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.
- 7)
 - 1- Award a construction contract, effective March 11, 2020, to Integrated Demolition and Remediation Incorporated for asbestos abatement at the Barstow Affordable Housing community located in the city of Barstow in an amount not to exceed \$258,762. (Pages 132-300)
 - 2- Authorize and direct the Executive Director to execute and deliver the contract Integrated Demolition and Remediation Incorporated and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.
- 8)
 - 1- Award contracts, effective May 1, 2020, for agency-wide landscaping services to Advanced Environmental Landscape Corp. in an amount not to exceed \$519,160 and to

Priority Landscape Services LLC, in an amount not to exceed \$311,501 for an overall total amount not-to-exceed \$830,661 for a two year period through April 30, 2022, with three single year options to extend the contract through April 30, 2025. (Pages 301-396)

2- Authorize and direct the Executive Director to execute and deliver the contracts to Advance Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

- 9) 1- Approve Amendment No.3 to Contract No. PC990 with Applied Real Estate Analysis, Inc. for local rental housing submarket analysis services increasing the current contract amount by \$31,118 for a total contract amount not to exceed \$122,986.70. (Pages 397-404)

2- Authorize and direct the Executive Director to execute and deliver the contract amendment to Applied Real Estate Analysis, Inc., and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

- 10) Adopt Resolution No. 78 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs. (Pages 405-423)

- 11) Adopt Resolution No. 79 approving the establishment of a Section 115 Trust administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities. (Pages 424-427)

- 12) Adopt Resolution No. 80 approving revisions to the Housing Authority of the County of San Bernardino Employee Policy Handbook. (Pages 428-512)

- 13) Adopt Resolution No. 81 approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2019-2020, Amendment 1. (Pages 513-517)

- 14) Adopt Resolution No. 82 approving the Fifth Amendment to Amended and Restated Moving to Work Agreement between the United States Department of Housing and Urban Development and the Housing Authority of the County of San Bernardino. (Pages 518-523)

- 15) 1- Approve the first amendment, extending the contract for an additional five year period from April 1, 2020 through March 31, 2025, to the Housing Assistance Payments contracts for the No Child Left Unsheltered Programs with the Housing Authority of the County of San Bernardino, and naming Housing Partners I, Inc. as the new owner in the Housing Assistance Payment contract. (Pages 524-534)

2- Approve a Housing Assistance Payments Contracts Agreement, effective April 1, 2020, with Housing Partners I, Inc. for the No Child Left Unsheltered Program.

3- Authorize and direct the Executive Director to execute and deliver the first amendment to the Housing Assistance Payments contract and the Housing Assistance Payments Contracts Agreement to Housing Partners I, Inc. to complete the transactions and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transactions.

- 16) 1- Approve the first amendment, extending the contracts for an additional five year period from April 1, 2020 through March 31, 2025, to two Housing Assistance Payments Contracts for the No Child Left Unsheltered Program, with the following entities: (Pages 535-542)
- a. HPI Property Acquisitions LLC
 - b. Summit Place LLC
- 2- Authorize and direct the Executive Director to execute and deliver the contract amendments to HPI Property Acquisitions LLC, and Summit Place LLC, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction

CONSENT CALENDAR

- 17) APPROVAL OF CONSENT ITEMS: # 18-21
- 18) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on February 11, 2020. (Pages 543-550)
- 19) Approve and file Agency-wide Financial Statements through November 2019. (Pages 551-557)
- 20) Approve vacated tenant accounts for January 2020 for the Affordable Housing Program to be written off to collection loss. (Pages 558-563)
- 21) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in January 2020. (Pages 564-569)
- 22) Individual Board member Comments
- 23) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda, its supporting documents and all writings received by the Board related to these items are generally public records and available for review during regular HACSB business hours. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above proposal in court, you may be limited to raising only those issues you or someone else raised during the public testimony period

regarding that proposal or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

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

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

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

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

March 10, 2020

FROM

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

SUBJECT

Board Building Presentation for March 10, 2020

RECOMMENDATION(S)

Receive the board building presentations for March 10, 2020 regarding an overview of the Housing Authority of the County of San Bernardino projects and the advocacy day briefing.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

This month's board building presentations will include an overview of HACSB projects and the advocacy day briefing.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

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

March 10, 2020

FROM

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

SUBJECT

Executive Director's Report for March 10, 2020

RECOMMENDATION(S)

Receive the Executive Director's Report dated March 10, 2020.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

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

March 10, 2020

FROM

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

SUBJECT

Construction Contract for Concrete and Masonry Work at the Barstow Affordable Housing Community

RECOMMENDATION(S)

1. Award a construction contract, effective March 11, 2020, to Noble E&C, Inc. for concrete and masonry work at the Barstow Affordable Housing community located in the city of Barstow in an amount not to exceed \$294,000.
2. Authorize and direct the Executive Director to execute and deliver the contract to Noble E&C, Inc. and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.

HACSB residents live in safe and desirable homes and communities.

Operate in a fiscally sound manner and protect the long term viability of HACSB's housing assets.

FINANCIAL IMPACT

This item is not expected to exceed \$294,000 of which will be funded through the Housing Authority of the County of San Bernardino's (HACSB) reserve account that has been established for this property's Rental Assistance Demonstration (RAD) conversion process.

BACKGROUND INFORMATION

HACSB has actively pursued the United States Department of Housing and Urban Development's (HUD) RAD program in order to convert its Public Housing units to Project-Based Housing Choice Voucher (HCV) units. This allows for the stabilization of revenue to these communities as traditionally HCV funding has been less prone to cuts than the Public Housing program. HACSB has converted over 1,000 units under the RAD program since 2013 and the Barstow Public Housing community is one of the most recent RAD conversions, consisting of 217 units. This contract is for site based concrete and masonry work pertaining to 103 units.

One requirement of a property's RAD conversion is to conduct a Physical Condition Assessment (PCA) of the converting properties to determine what capital improvements are required at each property. Completing the work identified in the PCA is a condition that must be met for the RAD conversion. The capital improvement work that has been identified in the PCA includes the replacement and repair of concrete hardscape throughout the property. This work will address potential safety hazards and site drainage, and improve the curb appeal for the property. HACSB has communicated to the contractor that they must work with HACSB staff to minimize any inconvenience to residents.

PROCUREMENT

On October 25, 2019, HACSB issued an Invitation for Bid (IFB) PC1122 for Concrete and Masonry R.A.D Rehab which resulted in the receipt of four proposals. Outreach efforts included, email invitations to contractor's, posting on the agency website, and 250 vendor notifications through the agency's electronic bidding software Planetbids. The proposals were evaluated per the requirements of the IFB in which Noble E&C, Inc. was reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:		
<u>Contractors Name</u>	<u>Location</u>	<u>Bid Amount</u>
Noble E&C, Inc.	Diamond Bar, CA	\$294,000
J. Cardenas Inc.	Victorville, CA	\$298,910
BWW & Company Inc.	Redlands, CA	\$327,398
Vortex Construction	Bakersfield, CA	\$395,445

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for concrete and masonry work to Noble E&C, Inc. and authorize and direct the Executive Director to execute and deliver the contract with Noble E&C, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

CONTRACT FOR CONSTRUCTION
(FOR CONSTRUCTION CONTRACTS GREATER THAN \$150,000)

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 11th day of March, 2020 by and between Noble E&C, Inc. ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Work"), which Work shall be performed in compliance with the plans and specifications described in the I.F.B PC1122, incorporated herein by reference. The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 180 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall be \$294,000. This amount is full consideration for this Agreement as written.

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

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

1. Scope of work attached hereto as Exhibit "A" and incorporated herein by reference.
2. General Conditions (form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
3. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "D" and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "E" and incorporated herein by reference.
6. Supplementary Conditions of the Contract for Construction (form HUD-92554) attached hereto as Exhibit "F" and incorporated herein by reference.

7. Federal Labor Standards Provisions (form HUD-4010) attached hereto as Exhibit "G" and incorporated herein by reference.
8. Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act. Information relating to the Davis-Bacon Act may be found at <http://www.gpo.gov/davisbacon/>. **Wage Determination CA20190017 11/15/2019 CA17 MOD 6**, attached hereto as Exhibit "H" and incorporated herein by reference.
9. All agreements, addendums, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement including all documents that are included in the bid package for PC1122.
10. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U.S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

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

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

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

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

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

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

ARTICLE 12. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For

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

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

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

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

ARTICLE 16. Warranty/Guarantee.

- a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor's performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.
- b. Contractor's warranty in no way supersedes any manufacturer's warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers' warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer's warranty.
- c. In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.

ARTICLE 17. Superintendence by Contractor. Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.

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

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

ARTICLE 20. Designation of Subcontractors.

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor's total bid, and (b) the portion of the Work which will be done by each subcontractor.
- b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.
- c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.
- d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

ARTICLE 21. Stipulation of Lien. Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form

attached hereto as Exhibit "E", and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.

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

ARTICLE 23. Rights and Remedies of HACSB for Default.

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

- a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.
- c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 24. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370 Section 34 page 12). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor's obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 25. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested.

All notices sent pursuant to this Agreement shall be addressed as follows:

If to HACSB:

Angie Lardapide, Procurement & Contracts
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
alardapide@hacsb.com

If to Contractor:

John Kim Woo
Noble E&C, Inc.
21643 Birch Hill Dr.
Diamond Bar, CA 91765
Noble4info@gmail.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date. March 11, 2020 (PC1122 Concrete and Masonry Barstow R.A.D. Rehab)

Date: _____

Noble E&C, Inc.

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit “A”

Scope Of Work

(ALL DOCUMENTS INCLUDED IN THE ORIGINAL PROCUREMENT REQUEST FOR THESE SERVICES ARE INCORPORATED BY REFERENCE.)

Contractor shall supply all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary to provide concrete flatwork, site grading, concrete masonry unit (CMU) walls, and a utility access door in a public sidewalk. Work will be performed at 3 separate site locations within the City of Barstow, California.

The table below shows the approximate quantities of concrete flatwork and masonry repairs at each location.

Property Code	Main Site Address	Approx. Flatwork (Sq. Ft.)	Approx. Grading (Sq. Ft.)	Approx. CMU (Lin. Ft.)	Utility Access Door
481172	921 Bighorn Dr.	7500	7750	4800	None
481173	1050 Deseret	900	None	None	None
481174	1929 Yosemite	2700	1250	300	1

Due to scheduling and budget reasons, HACSB may choose to re-schedule or cancel work at individual sites in order to meet the total rehab project budget. Bidders should price the work on each site individually, including overhead, permits, and other costs. HACSB will not know the exact sites chosen for execution until all bids from all other trades are received.

1.1 MAIN OBJECTIVES

This project has 3 main objectives:

1. Increased resident safety and comfort. This project will contribute to a safe environment for the residents and their families by replacing damaged concrete walkways and steps around their dwelling units and re-grading to prevent water intrusion.
2. Reduction in maintenance costs and recurring work. Current and future maintenance costs will be reduced by repairing concrete and masonry surfaces. Crack repairs prevent water entry from causing further damage due to freeze-thaw cycles. Re-grading will remove years of turf build-up and help prevent water intrusion into the dwelling units.
3. Reduced exposure to premises liability litigation claims. Reducing the chance of slips, trips and falls on walkways and steps in common areas will limit the agency's exposure to litigation due to slip and fall incidents by members of the public when using HACSB facilities.

2 TASKS

Contractor shall provide all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary for complete and functional repair and replacement of concrete and masonry structures as detailed on the "TASK LIST"

The document is also hosted online with photographs at:

<https://app.smartsheet.com/b/publish?EQBCT=88c9084bb4b740d1b588f00034395b02>

2.1 TASK DEFINITIONS

Trade Description Terms used in the Task List are defined below:

CMU - Grind	Removal of damaged masonry areas on vertical surfaces with abrasive or diamond tipped grinder. Finished surfaces to be within 1/8".
-------------	---

CMU - Crack Chase & Grout	Crack repairs to masonry walls. All cracks to be repaired shall be opened with diamond tipped "crack chaser" blade, then tuck-pointed with masonry grout.
CMU - Add Course(s)	Add additional courses to existing block wall. May require doweling and/or removal of existing cap.
CMU - Demo & Replace	Repair of sections that have failed due to tree roots, soil expansion, erosion, hydraulic pressure. Demolish affected sections, dowel as needed & install new block.
CMU - New Wall	Complete new footings and masonry block wall. All walls less than 4 feet high.
GRADING	Removal or relocation of soils as needed to assure water drainage away from buildings. Includes removal of small plants & trees under 4" diameter as necessary.
SLAB - Access Door	Replace utility vault access door. Saw cut, demo and pour new concrete curb as needed.
SLAB - Demo Only	Demolish & dispose of concrete slab and reinforcing metal. No replacement.
SLAB - Demo & New Concrete	Demolish & dispose of concrete slab and reinforcing metal. Re-grade as necessary to ensure proper drainage. Install forms, reinforcing metal & pour new concrete.
SLAB - Saw Cut & New Concrete	Saw cut existing areas at edge of area to be removed. Demolish & dispose of concrete slab and reinforcing metal. Re-grade as necessary to ensure proper drainage. Install forms, reinforcing metal & pour new concrete.
SLAB - New Concrete	Re-grade as necessary to ensure proper drainage. Install forms, reinforcing metal & pour new concrete.
STEPS - Demo & Replace	Saw-cut, demo as necessary to make required repairs. Install forms, reinforcing metal. Pour and finish concrete steps.
STEPS - New Concrete	Re-grade as necessary. Install forms and reinforcing metal. Pour and finish concrete steps.

2.2 EXCLUSIONS

Fencing, Metal handrails, Painting, Stucco, Tree removals over 4" in diameter, Utility relocation.

3 SCHEDULE

Due to scheduling and budget reasons, HACSB may choose to re-schedule or cancel work at individual sites in order to meet the total rehab project budget. HACSB will not know the exact groups chosen for execution until all bids from all other trades are received.

Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration with the bid documents. Liquidated damages in the amount of \$250 per day will be assessed for this project if it is not completed within 180 calendar days from notice to proceed.

4 PROJECT REQUIREMENTS

4.1 CONTRACTOR RESPONSIBILITIES

4.1.1 *GENERAL CONDITIONS*

Contractor is responsible to secure any/all required permits required by local authorities and ordinances.

The Contractor shall coordinate the work for each area with HACSB 2 weeks prior to start.

A jobsite foreman is required to be present on site every day and have the authority to conduct business without delay to the construction project.

It is the responsibility of the contractor to verify all dimensions and quantities to meet the intent of the plans, scope of work and specifications.

New material shall be stored neatly on pallets, covered and with proper ventilation.

Installation of Contractor's material constitutes acceptance of all adjacent work as being qualified to accept the new material.

Contractor and subcontractors are to protect adjacent materials at all times. Damage to adjacent material will be the responsibility of the contractor causing damage to repair at no additional cost to HACSB.

Storage or sale of removed items or materials on-site will not be permitted.

The Contractor shall pick up all debris (including nails, scrap lumber, concrete forms, spikes...) continuously throughout each work day.

Clean adjacent buildings and improvements of dust, dirt and debris caused by construction operations. Return adjacent areas to condition existing before start of construction.

Entire construction site will be kept safe from public access at all times. Adequate barriers will be furnished and installed by the contractor as to provide public safety at all times, as well as work site safety at all times

Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. Special hours of operation outside the normal hours must be approved by the Authority.

4.1.2 *PROJECT CONDITIONS*

Contractor to locate all utilities prior to work. This includes, but is not limited to Gas, Electric, Cable TV, FIOS, Sewer, Telephone, and Water.

Remove any debris, root growth or electrical cables from area of work.

Existing trees 4" in diameter or more located over 10 feet from the work area shall remain and be protected during demolition and construction.

Curb/Gutter and Driveway approach shall remain in place and be protected during demolition and construction.

Patio slabs must be installed with ¼" per foot slope to ensure proper drainage. All new walkways and steps are to meet applicable local code requirements and match adjacent areas in dimension, color and texture.

Any walkways and steps within a defined "Accessible Route" shall meet ADA requirements per CBC Chapter 11B. Location of "Accessible Routes" shall be defined by HACSB or the local building department.

Ensure proper soil compaction and consistency of compaction under areas of concrete replacement.

Grade Control: Establish and maintain required lines and elevations so that proper drainage is maintained at all times during construction.

4.1.3 *POLLUTION CONTROLS*

Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water. No water runoff from site into curb/gutters.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

4.1.4 *SUBMITTALS*

Material Certificates: Provide a copy of material certificates (and Technical Bulletins) signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements. Submit with bid package.

4.2 HACSB RESPONSIBILITIES

4.2.1 *PROJECT CONDITIONS*

Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.

4.2.2 *NOTIFICATIONS*

HACSB will notify residents in advance of the project based on Contractor's project schedule.

Notification will include language to require removal of all personal property in any areas affected by construction operations.

4.2.3 *RESIDENT PERSONAL PROPERTY*

Resident's personal property left in construction areas will be subject to removal or disposal at HACSB property manager's discretion.

4.3 MUTUAL RESPONSIBILITIES

4.3.1 *SCHEDULING*

Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration with the bid documents.

HACSB will coordinate proposed work schedule(s) with other trades working at the site to ensure multiple trades are not working in the same location concurrently.

4.3.2 *INSPECTIONS*

Contractor must notify HACSB to allow inspection prior to pouring concrete for form placement, reinforcing steel, underground utilities.

If HACSB is not available or not available within a reasonable time, it shall be the Contractor's responsibility to take photographs and furnish proof that the repairs were performed and completed properly.

5 PROJECT RISKS

5.1 RISKS

HACSB has entered into a binding contract with the U.S. Department of Housing & Urban Development to restructure certain real estate holdings. A major requirement of this contract includes funding for repairs to the public areas and exteriors of the complexes. The terms of this contract stipulate that funding is dependent on timely completion of the work.

5.2 CONTINGENCY

Liquidated damages in the amount of \$250 per day will be assessed for this project if it is not completed within 180 calendar days from notice to proceed.

6 CONTRACT COMPLIANCE

6.1 COMMUNICATIONS PLAN

A pre-construction meeting will be held at the jobsite prior to the start date.

Contractor shall provide accurate construction schedule at the time of pre-construction meeting.

A contact list with email and mobile phone numbers of key personnel will be disseminated to both parties prior to the start date.

Contractor shall monitor & update the construction schedule weekly if changes are necessary.

All communication between HACSB and Contractor shall be in writing.

Text messaging (SMS, MMS) are **not valid or binding** for change orders, notices, requests for information and other legal communication.

6.2 QUALITY MANAGEMENT PLAN

6.2.1 *QUALITY ASSURANCE*

Work performed by the general contractors and/or subcontractors shall be performed in a good workmanlike manner and quality. Workmanlike quality is defined as workmanship that meets or exceeds United Building Codes or specific city codes, whichever is more stringent.

All work performed shall be in strict compliance with all plans and specifications for the project. The quality of the general contractor and subcontractor's installation is expected to support the quality intent of the architect and builders design and specified materials.

6.2.2 *INSPECTION PARAMETERS*

6.2.2.1 LOCAL BUILDING AGENCY

Contractor is responsible to secure any/all required permits required by local authorities and ordinances.

Contractor to schedule inspections prior to covering work.

Contractor to submit final inspection cards and/or other permit documents to HACSB upon completion and prior to final payment requisition.

6.2.2.2 HACSB

HACSB may inspect work while installation in progress to verify square footage is being completed and proper installation of materials.

HACSB will inspect all repairs and overall conditions upon completion.

HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such

services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications.

6.2.3 CORRECTIONS

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

It is the responsibility of each contractor to protect their work from damage until such time that HACSB has accepted such work in writing. All defects/damage will be repaired by contractor at the expense of the contractor prior to final acceptance.

6.2.4 WARRANTY

Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor's performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications.

Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

Contractor's warranty in no way supersedes any manufacturer's warranty or guarantee for any equipment or material supplied, or process used in the installation.

The full effect of all manufacturers' warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer's warranty.

In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.

All warranties begin on the date of completion, documented by written acceptance of material and workmanship by HACSB.

7 STANDARDS COMPLIANCE

7.1 MATERIALS SPECIFICATIONS

Alternate materials must be submitted with bid documents. Any changes must be submitted and approved in writing by HACSB prior to installation of any materials.

7.1.1 CMU BLOCK

Concrete blocks shall be 8-inch hollow load bearing concrete masonry units, Grade N, Type II units conforming to ASTM C90-81.

Masonry units shall have been air-dried for not less than 28 days prior to being placed in the structure. Wetting of the block units shall not be permitted.

Mortar shall conform to the requirements of ASTM C270-89 or shall be proportioned based on laboratory or field experience to provide the required strength and workability.

Grout shall be mixed in the ratio, by volume, of one part Portland cement, up to 1/10 part lime, 2-1/4 parts minimum to 3 parts maximum damp loose sand and up to 2 parts coarse aggregate. The grout shall be of a fluid consistency suitable for placing without segregation.

Cement shall conform to ASTM C150-86 Type I, IA, II, or IIA.

Hydrated Lime shall conform to ASTM C150-86 Type II.

Aggregate shall be clean, hard and well graded, free of injurious amounts of dust, lumps, shale alkali, surface coatings, and organic matter.

Admixtures, such as fly ash or other flow improving and water retention agents, may be used in the grout mix.

Water used in mixing and curing concrete shall be clean and free from injurious amounts of oil, salt, acid, alkali, organic matter or other deleterious substances.

7.1.2 CONCRETE

Portland cement: ASTM C150, type I or II, low alkali.

Aggregate – General: Comply with ASTM C30 uniformly graded and clean. Concrete is to have a minimum compressive strength of 3000 psi unless otherwise specified. Do not use aggregate known to cause excessive shrinkage.

Aggregate – Course: Provide crushed rock or washed gravel with minimum size number 4.

Aggregate – Fine: Natural washed sand of hard and durable particles varying from fine to particles vary from fine to particles passing a 3/8" screen of which at least 12% shall pass a 50-mesh screen.

Aggregate: - Water: Use only clean and potable water.

Surface Treatment I: Where sealer or hardener is called for, provide "Ashford Formula" manufactured by Cure-Crete Chemical Company of Orem, Utah. Provide the manufacturers standard written 20 year/10 year warranty.

Surface Treatment II: Except as otherwise directed, on concrete slabs, curbs and walkways, provide "Hunt TLF" curing agent manufactured by Hunt Process Co., Inc., or an approved equal.

7.1.3 REINFORCING METALS

Bars: ASTM 615 grade 40 using deformed bars for number 3 and larger.

Welded Wire Fabric: ASTM A185.

Bending: Bending shall comply with ACI318

7.1.4 SIDEWALK UTILITY ACCESS DOOR

Double leaf doors with lift assistant mechanism and hold-open latch, 1/4" diamond plate aluminum cover shall be reinforced to support 300 Pounds per square foot live load, extruded aluminum angle frame w/mill finish, 316 Stainless Hardware, Flush mounted padlock hasp. Hinges on short sides of frame. Floor Door Specifications.

7.1.5 OTHER MATERIALS

Any other materials not specifically described, but required for complete and proper installation, as selected by the Contractor are subject to HACSB approval. Submit proposed materials or substitutions with bid package.

7.2 WORKMANSHIP SPECIFICATIONS

7.2.1 CONCRETE DEMO

Saw cut, remove and legally dispose of all concrete and unsuitable base materials off-site. Saw cuts shall be laid out perpendicular to the path of travel, and as straight as possible at the starting

point. The cut edge of the remaining concrete shall be ground to a rounded shape prior to placement of new material.

The Contractor shall inspect all grade surfaces for proper compaction and consistency. Any hidden problems, such as root growth or below ground plumbing, shall be brought to the attention of HACSB.

The Contractor shall provide protection and warnings as necessary to protect residents during performance of this work (using barricades, cones, lighting, temporary plywood, etc., as required). No holes should be open more than 25 hours, weather permitting.

7.2.2 CONCRETE REPLACEMENT

Re-grade, add new base material as necessary, and properly mechanically compact prior to pouring concrete.

Construct forms to the exact size and dimensions to complete concrete casting to match the existing structures, slabs, curbs, etc. Forms shall be constructed with mechanical "KEY" on any edge that will be poured at a later stage. Forms are to be completely removed as soon as it is practical to do so.

All concrete is to be minimum 3000 PSI, to match existing in color, texture and thickness.

Elevation change at of old/new concrete must be within ¼"

Expansion and control joints are to be provided as necessary to match existing.

Contractor must mask adjacent areas to prevent spilling/staining of existing materials. Cement stains on existing concrete is not acceptable.

The Contractor is to take proper steps to avoid concrete cracking during the curing process.

When the mean daily temperature outdoors is less than 40 degrees Fahrenheit, maintain the temperature of the concrete between 50 degrees Fahrenheit and 70 degrees Fahrenheit for the required curing period. Provide any required heating systems which will uniformly heat the entire curing area without exposing the area to hazardous exhaust gases.

7.2.3 CMU BLOCK WALL REPAIRS

7.2.3.1 CRACK REPAIRS

Chase the crack to ½" x ½" minimum using a 4" right-angle grinder or diamond crack chaser. Do not remove mortar in excess of one third the depth of the masonry unit above. The mortar being removed should be raked out to the full width of the joint to the proper depth so that the void formed is in the shape of a rectangle, NOT a "U" or "V" shape. Loose particles should be removed by brushing or water rinse. After moistening, place mortar into the joints with a narrow tuck-pointing tool. Mortar should be placed in the joints in ¼" lifts to avoid shrinkage. Subsequent lifts should be applied when the previous lift is thumbprint hard. The joints are tooled when thumbprint hard. For the greatest resistance to moisture penetration, concave-tooled joints are recommended due to the compression of the mortar as the joints are tooled. Excess mortar and tags can be removed by brushing or wiping the work after the mortar has set up enough to prevent smearing.

7.2.3.2 CMU BLOCK REPLACEMENT

Broken & damaged sections shall be removed back to sound material. Grind old mortar to ensure a flat surface for new block placement. If possible, re-use existing reinforcing metal in the same positions. If doweling is needed, drill holes in the center of the block to prevent chipping of the existing block. Prior to placement of new CMU blocks, subgrade shall be free of chips, sawdust, debris, water, extraneous oil, mortar, or other harmful substances. The

replacement block to be embedded in or placed on the wall shall be laid with full mortar coverage on the bed joint. Blocks shall be positioned accurately and anchored firmly. Allow mortar joints to stiffen to “thumbprint hardness” before tooling. For the greatest resistance to moisture penetration, concave-tooled joints are recommended due to the compression of the mortar as the joints are tooled. Excess mortar and tags can be removed by brushing or wiping the work after the mortar has set up enough to prevent smearing.

7.2.4 NEW CMU BLOCK WALLS

New CMU walls shall be less than 4 ft. high measured from the top of the footing to the top of the wall cap.

All horizontal and vertical reinforcements shall maintain a min. 3” clearance from the bottom and sides of the trench.

Prior to placement of concrete masonry units, subgrade shall be free of chips, sawdust, debris, water, extraneous oil, mortar, or other harmful substances. Earth surfaces shall be firm and damp. Placement of concrete masonry units on mud, dried earth or un-compacted fill will not be permitted. Items to be embedded in or placed on the concrete shall be positioned accurately and anchored firmly. The top surface of the concrete foundation shall be clean, free of laitance and the aggregate shall be exposed, but not undercut, before the initial masonry course is placed. The starting joint on foundations shall be laid with full mortar coverage on the bed joint, except that the area where grout occurs shall be kept free from significant accumulations of mortar so that the grout will contact the foundation.

For specific details, see original construction plans,

7.2.5 GRADING

All grading operations shall be routine maintenance to maintain the original line and grade, hydraulic capacity, and original purpose of facility. Grading includes removal of soils, built up thatch and clearing & grubbing up to 1 foot depth. All refuse and debris shall be legally disposed of off-site. Holes and depressions shall be backfilled. Fill materials shall be composed of native soils recovered from spoil at other locations within this project. Minimum soil compaction shall be 95 percent of maximum density as defined in ASTM D 1557. The contractor will provide all necessary grading to insure adequate drainage so that no areas will be flooded due to a rainfall of a 10-year frequency. Drainage of the area should be compatible with the existing terrain. Building ground floor finished elevation shall be a minimum 6” above adjacent grade and outside grade shall slope away from the building on all sides at a minimum slope of 5% for a distance of 10 feet.

For specific details, see original construction plans.

7.2.6 UTILITY ACCESS DOOR REPLACEMENT

Remove and replace flush-mounted metal utility access floor doors in sidewalk and driveway locations. Contractor shall provide pedestrian and automobile signage and barricades to prevent unauthorized access during installation. Remove and properly recycle existing metal door(s). Saw-cut surrounding slab as needed to provide room for new curb. Pour new concrete curb/frame per manufacturer’s specifications. Install new metal floor door(s) per manufacturer’s specifications.

For product specifications, refer to section 8.1.4 UTILITY ACCESS DOORS

7.3 REGULATORY COMPLIANCE

All work shall be in compliance with the following regulations:

7.3.1 *FEDERAL REGULATIONS*

7.3.1.1 UNITED STATES CODE

40 USC 3141-3148 Davis-Bacon Wage Act

7.3.2 *CALIFORNIA REGULATIONS*

7.3.2.1 CALIFORNIA BUILDING CODE

CHAPTER 11B Accessibility to Public Buildings, Public Accommodations &
Public Housing

CHAPTER 18 Soils and Foundations

CHAPTER 19 Concrete

CHAPTER 20 Aluminum

CHAPTER 21 Masonry

CHAPTER 22 Steel

CHAPTER 32 Encroachments into Public Right of Way

7.3.2.2 CALIFORNIA GOVERNMENT CODE

SECTION 4216 Protection of Underground Infrastructure (Dig Alert)

7.3.3 *CITY OF BARSTOW REGULATIONS*

7.3.3.1 BARSTOW MUNICIPAL CODE

TITLE 5 Business Licenses

TITLE 12 Public Improvements (Sidewalk Encroachment)

TITLE 15 Buildings & Construction

7.3.3.2 BARSTOW CODE OF ORDINANCES

950-2017 Construction Waste Management Plan

8 BUSINESS TERMS

8.1 PAYMENTS

8.1.1 *Invoices may be submitted at the following milestones:*

Mobilization - 10% of contract total at the end of the second week.

Progress - Upon completion of milestones.

Retention - Thirty days after project acceptance, 5% of the contract total.

8.1.2 *PROGRESS INVOICE - The following documents shall be submitted:*

Hazardous waste manifests

HACSB acceptance of stated completed work

Contractor's Invoice with contractor's address & license number, HACSB job name & address on invoice.

Schedule of Values (HUD form #51000)

Periodic Estimate for Partial Payment (HUD form #51001)

Conditional Waiver and Release upon Progress Payment

On-site daily sign in sheets

Daily Activity logs

Weekly Safety Meeting Report
Certified Payroll completed in LCP Tracker

8.1.3 *JOB COMPLETION INVOICE - The following documents shall be submitted:*

Same documents as a PROGRESS INVOICE listed above.
Unconditional Waiver and Releases for all previously paid invoices
Conditional Waiver and Release upon Final Payment.
Original signed off permit cards (if permits were required)
Contractor's Warranty

8.1.4 *RETENTION INVOICE - The following documents shall be submitted:*

Contractor's Invoice
Unconditional Waiver and Release upon Final Payment.

8.1.5 *HACSB TERMS ARE NET 30 DAYS*

Invoices will be processed only after all supporting documents have been approved by HACSB.

8.2 ADJUSTMENTS TO CONTRACT TIME / AMOUNT

Contractor cannot change materials, timeline, or contract sum without the express written approval of HACSB. (See HUD 5370)

8.2.1 *CONTRACT TIME*

If a proposed change to the scope of work results in additional time to complete the contract, contractor must submit a Request for Adjustment on the Contract Time within five business days of the change.

8.2.2 *CONTRACT AMOUNT*

If a proposed change to the scope of work results in an increase in the amount of the total contract, contractor must submit a Request for Adjustment on the Contract Amount within five business days of the change.

9 END OF SOW

Exhibit “B”

GENERAL CONDITIONS FOR CONSTRUCTION
CONTRACTS
PUBLIC HOUSING PROGRAMS
(form HUD – 5370)

General Conditions for Construction Contracts - Public Housing Programs

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

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

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

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

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

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3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
 - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Exhibit “C”

Additional General Provisions

ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
 - d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.
4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
 - a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
 - b. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
 - c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.
7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.

8. INSPECTION, ACCEPTANCE AND REJECTION:

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
- b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
- c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
- e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. SAMPLES:

- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
- b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

10. WARRANTY: Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. SAFETY AND ACCIDENT PREVENTION: In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. INSURANCE: Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the

subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

14. FORCE MAJEURE: Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

- a. Acts of God or of the public enemy, and
- b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at

Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.
16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.
19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.
21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
 - a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
 - b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
 - ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
 - d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
 - e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
 - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. COVENANT AGAINST GRATUITIES: Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.
- HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
27. **NONDISCRIMINATION CLAUSE:**
- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to

comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.
31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will

immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

- 37. DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

Exhibit “D”

Performance – Payment Bond

PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we _____ (Contractor) _____, a _____ (corporation) hereinafter called "Principal" and _____ (Surety) of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto _____ (Owner) _____ of _____ (City and State), hereinafter called "Owner" in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed in 2 (2) counterparts, each one of shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

“PRINCIPAL”

(Principal) Secretary

(Seal)

BY: _____
NAME: _____

Witness as to Principal

(Address – Zip Code)

“SURETY”

(Surety) Secretary

(Seal)

BY: _____
NAME: _____
ITS: Attorney-in-Fact

Witness as to Surety

(Address – Zip Code)

(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Exhibit “E”

Stipulation of Lien

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
715 E. BRIER DRIVE
SAN BERNARDINO, CA 92408-2841
(909) 890-0644 FAX (909) 890-4618

STIPULATION OF LIEN

Contract Number:

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number***** will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.
2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

By: _____

Title: _____

NAME AND ADDRESS OF CONTRACTOR:

Sworn before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____
(Date)

Exhibit “F”

Supplementary Conditions of the Contract for
Construction (form HUD-92554)

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

OMB Approval No. 2502-0598
(Exp. 12/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers

performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in

any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40

U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit “G”

Federal Labor Standards Provisions
(form HUD-4010)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit “H”

Applicable prevailing wages determined by the
United States Department of Labor pursuant to the
Davis-Bacon Act.

"General Decision Number: CA20190017 11/15/2019

Superseded General Decision Number: CA20180028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/03/2019
4	07/26/2019
5	11/08/2019
6	11/15/2019

* ASBE0005-002 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

* ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

scrapping, vacuuming, bagging
and disposing of all
insulation materials from
mechanical systems, whether
they contain asbestos or not)....\$ 20.63 12.17

* BRCA0004-001 05/01/2018

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County.....	\$ 39.91	15.45
Orange County.....	\$ 39.13	15.11
Riverside & San Bernardino Counties.....	\$ 39.07	14.57
Ventura County.....	\$ 39.22	16.93

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 11/01/2017

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 47.36	16.79

* BRCA0004-009 05/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.34	15.10

*The wage scale for prevailing wage projects performed in

Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-001 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23

BRCA0018-002 07/01/2017

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-003 07/01/2017

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

* CARP0409-003 07/01/2019

	Rates	Fringes
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Drywall

(1) Work on Wood-Framed
Single Family Homes, and
Wood-Framed Apartment
Buildings up to and
including 4 Stories

Drywall Installer/Lather...	\$ 29.97	13.53
Stocker/Scraper.....	\$ 18.02	8.37

(2) All other Work

Drywall Installer/Lather...	\$ 50.35	13.53
Stocker/Scraper.....	\$ 18.02	8.37

CARP0409-004 07/01/2019

Work on wood frame single family homes and apartments up to and
including 4 stories:

	Rates	Fringes
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CARPENTER

Cabinet installer.....	\$ 39.21	13.53
Fence builder.....	\$ 37.66	13.37
Framer & finish carpenter...	\$ 39.50	13.53
Insulation installer.....	\$ 24.02	13.21
Roof loader of shingles.....	\$ 29.16	13.53
Shingler.....	\$ 38.65	13.53
Subterranean garage concrete construction and carpenters performing on grade slab concrete construction.....	\$ 38.13	13.53

CARP0409-009 01/01/2019

	Rates	Fringes
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Modular Furniture Installer.....	\$ 19.85	6.66
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ELEC0011-003 01/30/2017

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	9.70

ELEC0011-006 12/31/2018		

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 01/01/2019

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 31.50	3%+3.00

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 35.12	3%+12.71

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside

electrician total cost package.

ELEC0440-002 01/01/2018

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 39.77	23.24

ELEC0440-005 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 02/25/2019

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 26.50	9.11

ELEC0477-003 06/01/2019

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	3%+7.10

ELEC0569-003 06/03/2019

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 33.38	3%+6.61
1 to 3 stories.....	\$ 34.69	7.65

ELEC0639-002 03/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
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Communications System

Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 07/29/2019

VENTURA

	Rates	Fringes
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CABLE SPLICER

All work within 32 road miles or less from the nearest base point.....	\$ 44.72	27.44
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ELECTRICIAN

All work within 32 road		
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miles or less from the
nearest base point.....\$ 40.65 27.32

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main
Post Office in the cities of Camarillo, Oak View, Oxnard,
Santa Paula and Ventura.

ELEC0952-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 34.37	14.61
Technician.....	\$ 30.10	12.78

SCOPE OF WORK: Installation, testing, service and maintenance
of systems utilizing the transmission and/or transference
of voice, sound, vision and digital for commercial,
educational, security and entertainment purposes for the
following: TV monitoring and surveillance, background -
foreground music, intercom and telephone interconnect,
microwave transmission, multi-media, multiplex, nurse call
systems, radio page, burglar alarms and fire alarm (see
last paragraph below).

Communication Systems that transmit or receive information
and/or control systems that are intrinsic to the above
listed systems; inclusion or exclusion of terminations and
testings of conductors determined by their function;
excluding all other data systems or multiple systems which
include control function or power supply; excluding
installation of raceway systems, conduit systems, line
voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside

electrician total cost package.

ELEV0008-004 01/01/2019

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.56	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

Rates

Fringes

OPERATOR: Power Equipment

(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25

GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline,

clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge

operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford,

Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;
Remote- control earth-moving equipment operator (operating
a second piece of equipment: \$1.00 per hour additional);
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
yds. struck); Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple
engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
over 50 yds. struck); Rubber-tired earth-moving equipment
operator, operating equipment with push-pull system
(multiple engine, Euclid, Caterpillar and similar, over 25
yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple engine,
Euclid, Caterpillar and similar, over 50 cu. yds. struck);
Tandem tractor operator (operating crawler type tractors in
tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,
operating in tandem (scrapers, belly dumps and similar
types in any combination, excluding compaction units -
single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);
Rubber-tired earth-moving equipment operator, operating in
tandem (scrapers, belly dumps and similar types in any
combination, excluding compaction units - single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
cu. yds. struck); Rubber-tired earth-moving equipment
operator, operating in tandem (scrapers, belly dumps and
similar types in any combination, excluding compaction
units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-005 01/01/2019

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing		
and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2018

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer,

impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls,

floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00220-006 07/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00300-002 07/01/2018

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0300-004 07/01/2018		

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method;

Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and

all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0300-006 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste(including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2018

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing		
(Chain Link or Wood),		
Landscaping.....	\$ 32.76	15.82
(2) All Other Work.....	\$ 33.76	15.82

LAB00585-002 07/01/2018

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chuck tender; Chute handler, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stone paver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot

tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material,

whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00585-004 07/01/2018

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00652-002 07/01/2018

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07

GROUP 5.....\$ 37.24

19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet

sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of

operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00652-004 07/01/2018

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00783-003 07/01/2018

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07

GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07
GROUP.....	\$ 35.84	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chuck tender; Chute handler, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel

and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing

all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2018

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05

(4) Electronic Tracking

Locator.....	\$ 40.72	15.05
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Laborers: (STRIPING/SLURRY

SEAL)

GROUP 1.....	\$ 37.91	18.06
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GROUP 2.....	\$ 39.21	18.06
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GROUP 3.....	\$ 41.22	18.06
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GROUP 4.....	\$ 42.96	18.06
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LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all

related machinery and equipment

LAB01184-003 07/01/2018

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual);Railroad maintenance, repair track person and road beds;Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping

scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2019

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 33.06	19.17

LAB01414-002 08/07/2019

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 32.82	20.02
Plaster Tender.....	\$ 35.37	20.02
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 32.82	20.02
Plaster Tender.....	\$ 35.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, George AFB,
Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
Station, Marine Corps Logistics Supply Base, Marine Corps
Pickle Meadows, Mountain Warfare Training Center, Naval
Air Facility-Seeley, North Island Naval Air Station,
Vandenberg AFB.

PAIN0036-005 07/01/2018

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 27.59	14.92
(2) All other work.....	\$ 31.12	15.04
(3) Journeyman & Industrial.....	\$ 32.02	12.93
San Luis Obispo, Santa Barbara & Ventura		

(1) Repaint.....	\$ 24.40	14.82
(2) All other work.....	\$ 29.04	14.98
(3) Journeyman & Industrial.....	\$ 32.52	15.44

PAIN0036-011 10/01/2018

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 24.02	17.01

PAIN0036-014 06/01/2019

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 43.45	26.93

PAIN0036-018 06/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up. Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up.

PAIN0036-020 01/01/2019

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

PAIN0169-007 01/01/2018		

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN1247-003 01/01/2019		

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

PLAS0200-002 08/02/2017		

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 32.61	20.08
4-stories.....	\$ 35.61	20.08

PLAS0500-003 07/01/2018		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.75	22.48

PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 40.23	18.08

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE		
	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 45.50	21.65

ROOF0036-001 08/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA		
	Rates	Fringes
Roofer.....	\$ 38.12	16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

ROOF0045-003 07/01/2019

IMPERIAL		
	Rates	Fringes

Roofer.....\$ 34.25 9.10

SFCA0669-005 04/01/2018

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 38.28	15.84
Area 2.....	\$ 38.85	21.87

SFCA0709-002 01/01/2018

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

Rates	Fringes
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SPRINKLER FITTER.....\$ 42.26 25.92

SHEE0105-001 07/01/2018

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

Rates Fringes

SHEET METAL WORKER

AREA 1.....\$ 26.57 10.42

AREA 2.....\$ 29.54 19.09

SHEE0206-003 07/01/2019

IMPERIAL

Rates Fringes

Sheet Metal (TECHNICIAN).....\$ 29.25 8.87

SHEET METAL WORKER.....\$ 38.94 28.51

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a

separate system. Hotels and motels are excluded. d. LIGHT
 COMMERCIAL WORK: Any sheet metal, heating and air
 conditioning work performed on a project where the total
 construction cost, excluding land, is under \$1,000,000 e.
 TENANT IMPROVEMENT WORK: Any work necessary to finish
 interior spaces to conform to the occupants of commercial
 buildings, after completion of the building shell

 SHEE0273-001 08/01/2018

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.88	28.97

HOLIDAYS: New Year's Day, Martin Luther King Day, President's
 Day, Good Friday, Memorial Day, Independence Day, Labor
 Day, Veterans Day, Thanksgiving Day & Friday after,
 Christmas Day

 TEAM0011-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 31.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, George AFB, Marine
Corps Logistics Base at Nebo & Yermo, Mountain Warfare
Training Center, Bridgeport, Point Arguello, Point
Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

March 10, 2020

FROM

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

SUBJECT

Construction Contract for Asbestos Abatement at the Barstow Affordable Housing Community

RECOMMENDATION(S)

1. Award a construction contract, effective March 11, 2020, to Integrated Demolition and Remediation Incorporated for asbestos abatement at the Barstow Affordable Housing community located in the city of Barstow in an amount not to exceed \$258,762.
2. Authorize and direct the Executive Director to execute and deliver the contract Integrated Demolition and Remediation Incorporated and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.

HACSB residents live in safe and desirable homes and communities.

Operate in a fiscally sound manner and protect the long term viability of HACSB's housing assets.

FINANCIAL IMPACT

This item is not expected to exceed \$258,762 of which will be funded through the Housing Authority of the County of San Bernardino's (HACSB) reserve account that has been established for this property's Rental Assistance Demonstration (RAD) conversion process.

BACKGROUND INFORMATION

HACSB has actively pursued the United States Department of Housing and Urban Development's (HUD) RAD program in order to convert its Public Housing units to Project-Based Housing Choice Voucher (HCV) units. This allows for the stabilization of revenue to these communities as traditionally HCV funding has been less prone to cuts than the Public Housing program. HACSB has converted over 1,000 units under the RAD program since 2013 and the Barstow Affordable Housing community is one of the most recent RAD conversions, consisting of 217 units. This contract is for asbestos remediation work for up to 103 units.

One requirement of a property's RAD conversion is to conduct a Physical Condition Assessment (PCA) of the converting properties to determine what capital improvements are required at each property. Completing the work identified in the PCA is a condition that must be met for the RAD conversion. Part of the PCA includes re-pipe of the plumbing lines which in turn requires the opening of walls. Due to the age of the buildings this scope of work will require extensive asbestos abatement for up to 103 units. The work will take place in groups of units allowing for onsite relocation of residents to completed units once the work on their unit is due to commence. If staff have to relocate a resident offsite for any reason all applicable regulatory requirements will be followed.

PROCUREMENT

On October 13, 2019, HACSB issued an Invitation for Bid (IFB) PC1124 for Asbestos Abatement R.A.D Rehab which resulted in the receipt of eight proposals. Outreach efforts included, email invitations to contractor's, posting on the agency website, and 250 vendor notifications through the agency's electronic bidding software Planetbids. The proposals were evaluated per the requirements of the IFB in which Integrated Demolition and Remediation Incorporated was reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:		
<u>Contractors Name</u>	<u>Location</u>	<u>Bid Amount</u>
Integrated Demolition and Remediation Incorporated	Anaheim	\$258,762.00
Resource Environmental, Inc.	Long Beach	\$279,500.00
ACT Inc	Upland	\$300,000.00
A&V Contractors Inc	Fullerton	\$304,000.00
PARC Environmental	Fresno	\$401,472.00
Bowen Engineering and Environmental	Fresno	\$402,500.00
Danny Ryan Precision Contracting, Inc. dba Precision Contracting, Inc.	Anaheim	\$437,800.00
AIR, Inc.	Los Angeles	\$453,170.00

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for asbestos abatement to Integrated Demolition and Remediation Incorporated and authorize and direct the Executive Director to execute and deliver the contract and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

CONTRACT FOR CONSTRUCTION
(FOR CONSTRUCTION CONTRACTS GREATER THAN \$150,000)

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 11th day of March, 2020 by and between Integrated Demolition and Remediation Incorporated ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Work"), which Work shall be performed in compliance with the plans and specifications described in the I.F.B PC1124, incorporated herein by reference. The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 60 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall be \$258,762. This amount is full consideration for this Agreement as written.

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

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

1. Scope of work attached hereto as Exhibit "A" and incorporated herein by reference.
2. General Conditions (form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
3. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "D" and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "E" and incorporated herein by reference.
6. Supplementary Conditions of the Contract for Construction (form HUD-92554) attached hereto as Exhibit "F" and incorporated herein by reference.

7. Federal Labor Standards Provisions (form HUD-4010) attached hereto as Exhibit "G" and incorporated herein by reference.
8. Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act. Information relating to the Davis-Bacon Act may be found at <http://www.gpo.gov/davisbacon/Wage Determination CA20190017 11/29/2019 CA17 MOD 7>, attached hereto as Exhibit "H" and incorporated herein by reference.
9. All agreements, addendums, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement including all documents that are included in the bid package for PC1124.
10. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U.S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

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

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

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

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

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

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

ARTICLE 12. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For

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

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

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

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

ARTICLE 16. Warranty/Guarantee.

- a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor's performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.
- b. Contractor's warranty in no way supersedes any manufacturer's warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers' warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer's warranty.
- c. In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.

ARTICLE 17. Superintendence by Contractor. Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.

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

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

ARTICLE 20. Designation of Subcontractors.

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor's total bid, and (b) the portion of the Work which will be done by each subcontractor.
- b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.
- c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.
- d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

ARTICLE 21. Stipulation of Lien. Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form

attached hereto as Exhibit "E", and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.

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

ARTICLE 23. Rights and Remedies of HACSB for Default.

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

- a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.
- c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 24. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-A Section 34 page 12). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor's obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 25. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested.

All notices sent pursuant to this Agreement shall be addressed as follows:

If to HACSB:

Angie Lardapide, Procurement & Contracts
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
alardapide@hacsb.com

If to Contractor:

Shrenik Vora, President
Integrated Demolition and Remediation Inc.
4938 E. La Palma Ave.
Anaheim, CA 92807
nick@idrdemo.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date. March 11, 2020 (PC1124 Asbestos Abatement, Barstow R.A.D. Rehab)

Date: _____

Integrated Demolition and Remediation

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit “A”

Scope Of Work

(ALL DOCUMENTS INCLUDED IN THE ORIGINAL PROCUREMENT REQUEST FOR THESE SERVICES ARE INCORPORATED BY REFERENCE.)

SCOPE OF WORK

Abatement contractor shall provide all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary to abate asbestos-containing roofing products and interior drywall at 3 sites. It is the responsibility of the Contractor to review and verify all quantities and existing conditions in the field and to develop and write a job-specific plan in addition to meeting all regulatory requirements, and to obtain all required permits and documents.

The Williams Street site will require abatement of roofing materials on 7 buildings prior to re-roofing operations. The Bighorn Site includes 20 rental units. This project will include abatement of interior drywall at specific locations prior to replacement of the interior domestic water system (re-pipe). Flooring materials in every unit will be also be abated. The Bighorn re-pipe project is divided into 3 phases: Phase 1 does not include any planned work on ACM materials and will start sometime prior to this contract. This contract is for Phase 2, which will require abatement of drywall and flooring on 20 units, starting as soon as possible after NTP. Re-pipe work will commence after asbestos abatement and air clearance is completed. Observation, air samples and consulting services will be provided by a third party in a separate contract. Phase 3 will be scheduled as the residents move out, and is not a part of this contract. Plans for the Re-Pipe Project.

Services to include but not limited to writing a detailed job-specific asbestos removal and disposal plan, coordination with Observation Service, coordination with AQMD, and the removal/disposal of asbestos containing materials.

Due to scheduling and budget reasons, HACSB may choose to re-schedule or cancel work at individual sites in order to meet the total rehab project budget. HACSB will not know the exact sites chosen for execution until all bids from all other trades are received. Bidders should price the work on each site individually, including overhead, permits, and other costs.

HACSB reserves the right, unless otherwise stated, to accept or reject any or all bids, or any part thereof, either separately or as a whole, or to waive any informality in a bid. HACSB reserves the right to reject, in its sole discretion, any or all bids, or to waive any informality in the bids, and to reject any items thereon. HACSB may, at its sole discretion, cancel this Proposal or any part of this Proposal at any time prior to award.

1.1.1 SITE LOCATIONS

The table below shows the project locations, unit information and quantity to be abated.

Site Code	Site Location	Unit Count	Work Description	Notes
481171	Williams Site	7 Buildings	Abate Roofing Products	Occupied Units
	Bighorn - Phase 1			N.I.C.
481172	Bighorn - Phase 2	20 Units	Abatement of interior drywall	Vacant Units

		3 Bed, 2 Story	and flooring prior to re-pipe.	
	Bighorn - Phase 3			N.I.C.

A complete address listing, or can be accessed online at:

<https://app.smartsheet.com/b/publish?EQBCT=4ebad76a96f840179696e7a4c47e4e79>

1.1.2 EXCLUSIONS

Air monitoring, observation, sampling, demo of non ACM items, replacement of removed materials.

2 SCHEDULE

2.1 WORK PHASES

Roofing abatement may start immediately after NTP. Bighorn Phase 1 and 2 will start at approximately the same time. Bighorn Phase 2 will be dependent on plumbing contractor's schedule.

2.1.1 ROOFING ABATEMENT

Abatement of roofing mastic at the Williams site will depend on the Roofing Contractor's Schedule. Asbestos contractor shall devote sufficient resources to perform both roofing and drywall abatement concurrently if needed.

2.1.2 ASBESTOS ABATEMENT

Abatement of drywall materials at the Bighorn sites will start immediately after NTP. **Abatement contractor shall devote sufficient staff to perform up to 4 units concurrently.**

2.1.2.1 BIGHORN PHASE 1 - 35 UNITS, 2 & 3 BEDROOMS, OCCUPIED (NIC)

NOT PART OF THIS CONTRACT, LISTED ONLY AS REFERENCE. Units will be occupied for the duration of the re-piping work. No drywall will be removed on the interior of building. All work is on the exterior. No abatement in this phase.

2.1.2.2 BIGHORN PHASE 2 - 20 UNITS, 3 BEDROOM 2 STORY, RESIDENT RELOCATED

An overview of the construction process is below. For specific details, see [Section 4 TASKS](#).

Units will be vacant during construction. Current residents will be relocated into similar units within the same complex. Depending on the plumbing contractor's installation schedule, this may be up to 4 concurrent units at one time. Plumbing contractor shall accurately mark demolition areas to provide access for the subsequent re-piping operations. Abatement contractor will contain the area prior to work. Asbestos abatement contractor shall properly abate and dispose of interior ACM drywall at locations shown on plans and actual demo markings. Abatement contractor shall properly abate and dispose of ACM flooring. Observation service will provide inspections, air samples, and clearance. After clearance, plumbing contractor will complete the re-pipe, drywall repair and painting. New Residents will be moved back into the unit after the re-pipe is complete.

2.1.2.3 PHASE 3 - 30 UNITS, 4&5 BEDROOMS, VACANT (NIC)

NOT PART OF THIS CONTRACT, LISTED ONLY AS REFERENCE. Units will be scheduled as residents move out, and will be vacant during construction.

2.2 MILESTONE DATES

Contractor shall submit proposed work schedule detailing work location(s), work to be performed & work duration with the bid documents.

Liquidated damages in the amount of \$250 per day will be assessed for this project if it is not completed within 60 calendar days from notice to proceed. See [Section 6.1 "RAD CONTRACT DEADLINE"](#)

3 TASKS

Abatement Contractor shall furnish all labor, materials, equipment, permits, transportation, disposal fees, and insurance (specifically covering the handling and transportation of Asbestos-Containing Material, Asbestos-Containing Construction Material and Asbestos-Containing Waste Material), and which is specified, shown, or reasonably implied for Asbestos Abatement activities described below:

3.1 JOB-SPECIFIC ABATEMENT PLAN

Provide a written job-specific asbestos removal and disposal plan. The plan should include, but is not limited to the following: Employee Safety Procedures, Work area preparation, decontamination enclosures, asbestos removal procedure, decontamination of work area, clean up, and asbestos disposal.

3.2 ROOF MASTIC ABATEMENT - WILLIAMS SITE

Asbestos abatement contractor will properly abate and legally dispose of asbestos containing roofing materials on 7 buildings prior to re-roofing operations (roofing under a separate contract).

3.3 DRYWALL AND FLOORING ABATEMENT - BIGHORN SITE

Complete address listing. Plumbing plans

Plumbing contractor will accurately mark demolition areas to provide access for the subsequent re-piping operations.

Abatement contractor shall properly contain the area prior to work.

Asbestos abatement contractor shall properly abate and legally dispose of asbestos containing flooring materials.

Abatement contractor shall properly abate and dispose of interior drywall per locations on plans and actual demo markings provided by plumbing contractor.

Abatement contractor shall completely remove drywall from sill plate to top plates at areas marked, cutting **flush with framing members on all sides of the opening**.

All edges of the drywall MUST remain intact and fastened to the existing framing members to prevent damage during subsequent re-piping operations.

Abatement contractor shall install sufficient additional fasteners as needed to ensure drywall remains intact at all edges.

Abatement contractor shall treat all exposed edges of drywall with encapsulating sealer to prevent disturbance during the subsequent re-pipe and drywall operations.

Abatement contractor shall clean up area and prepare for inspection & air samples.

Abatement contractor shall notify Observation service & HACSB in advance of inspection & clearance.

PROJECT REQUIREMENTS

3.4 CONTRACTOR RESPONSIBILITIES

3.4.1 SUBMITTALS

Abatement Contractor shall submit the following forms and applications to HACSB at the appropriate milestones:

3.4.1.1 SUBMIT WITH BID

3.4.1.1.1 LICENSES

Provide your firm's State of CA, Contractors State License Board, Contractors License Number and Asbestos Certification Number;

Provide your firm's State of CA, Occupational Safety and Health Administration (OSHA), Certificate of Registration for Asbestos-Related Work, Certificate Number (DOSH Registration Number);

3.4.1.1.2 JOB SPECIFIC PLAN

Provide a written job-specific asbestos removal and disposal plan. The plan should include, but is not limited to the following: Employee Safety Procedures, Work area preparation, decontamination enclosures, asbestos removal procedure, decontamination of work area, clean up, and asbestos disposal.

3.4.1.1.3 EMERGENCY PREPAREDNESS PLAN

Provide a written plan to be used in case of accidental asbestos damage or release.

3.4.1.1.4 ROUGH SCHEDULE

Proposed schedule of demolition and abatement activities which indicate the number of concurrent crews and estimated time required for each address.

3.4.1.2 SUBMIT AT PRE-CONSTRUCTION MEETING

3.4.1.2.1 DETAILED SCHEDULE

Revised schedule of demolition activities which indicate the number of concurrent crews and a detailed sequence of the selective demolition and removal work with starting and ending dates for each address.

3.4.1.2.2 COMPETENT PERSON

The designation of a "competent person" to supervise the job as required in 29 CFR 1926.58. The Supervisor shall have completed a comprehensive course of training such as

provided by an EPA Asbestos Training Center, or equivalent. The Supervisor shall be required to remain at the job site during all work.

3.4.1.2.3 RESPIRATOR PROGRAM

A copy of the Contractor's written respirator program, to include provisions for respirator selection, employee training, medical surveillance, and fit-testing in accordance with 29 CFR 1926.58 including appendices, 29 CFR 1910.134, 29CFR 1926.1101 and 30 CFR Part 11.

3.4.1.2.4 DISPOSAL LOCATION

Name and location of the disposal site where the environmental waste will be disposed of in accordance with disposal requirements 40CFR 61.150. (Manifests for hazardous waste transported to this site shall be provided to HACSB upon completion of the abatement project and shall be submitted at the time of invoice to include manifests for work invoiced).

3.4.1.3 SUBMIT PRIOR TO WORK

3.4.1.3.1 MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT NOTIFICATIONS

"Notification of Demolition or Asbestos Removal" must be sent to Mohave Desert AQMD at least 10 days prior to start of abatement operations. Provide proof of notification before start. Note: This form must be filled out separately for each activity of demolition and asbestos removal.

3.4.1.3.2 EMPLOYEE TRAINING

Documentation that all employees required to work in environmental abatement areas have received training and are knowledgeable in: the health effects of exposure to the materials being removed; the relationship between exposure, cigarette smoking, and lung cancer; engineering controls and work practices to reduce exposure; proper use of personal protective equipment; and proper decontamination procedures. The Contractor shall submit copies of training certificates and worker's licenses for each worker assigned to the project.

3.4.1.3.3 RESPIRATOR APPROVALS

Copies of medical clearance and approval submitted by a physician for each employee to wear a respirator and work as an asbestos abatement worker according to 29 CFR 1926.58.

3.4.1.4 SUBMIT WITH INVOICES

3.4.1.4.1 DISPOSAL RECORDS

Landfill record reporting via receipt or manifest documenting the acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

3.4.2 CODE OF CONDUCT

This contract is for construction work in and around occupied units. Contractor and all employees will present themselves and their staff in a professional manner at all times on site. Residents and HACSB staff will be treated with respect and courtesy at all times.

Contractors and employees must wear a uniform shirt clearly identifying the company.

No smoking on HACSB property per current HACSB lease agreements.

If a contractor's employee is not in compliance with the terms of this agreement, or is disrespectful to residents or HACSB Staff, the employee will be asked to leave the worksite immediately.

3.4.3 GENERAL CONDITIONS

Contractor is responsible to secure any/all required permits required by local authorities and ordinances prior to start of construction.

Contractor shall coordinate the work for each area with HACSB two weeks prior to start.

A jobsite foreman is required to be present on site every day and have the authority to conduct business without delay to the construction project.

It is the responsibility of the contractor to verify all dimensions and quantities to meet the intent of the plans, scope of work, and specifications.

New material shall be stored neatly on pallets, covered and with proper ventilation.

Installation of contractor's materials constitutes contractor's acceptance of all previous work as being qualified to accept the new material.

Contractor and subcontractors are to protect adjacent materials at all times. Damage to adjacent material, will be the responsibility of the contractor causing damage to repair at no additional cost to HACSB.

The Contractor shall pick up all debris (including nails, scrap lumber, concrete forms, spikes...) continuously throughout each work day, properly removing from HACSB site each night.

Storage or sale of removed items or materials on-site will not be permitted.

Clean adjacent area of dust, dirt and debris caused by construction operations.

Return adjacent areas to condition existing before start of construction.

Entire construction site will be kept safe from public access at all times. Adequate barriers will be furnished and installed by the contractor as to provide public safety at all times, as well as work site safety at all times.

Contractor shall limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m.

Special hours of operation outside the normal hours must be approved by HACSB Coordinator.

3.4.4 PROJECT CONDITIONS

Contractor(s) will be working in and around occupied units. Resident's personal property must be protected at all times. Contractor to take reasonable means to protect resident's possessions from dust, damages and accidents.

Unit to be returned to pre-work condition, with minimal disruption to the residents. Any damages to HACSB or personal property will be the exclusive responsibility of the contractor to repair or replace to make resident whole and return the unit condition to pre-construction condition.

3.4.5 EXISTING CONDITIONS

3.4.5.1 MINOR MODIFICATIONS

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

3.4.5.2 TEST REPORTS

Observation Service and Owner make no representation, warranty, or guarantee that the conditions indicated by the test reports either are representative of those conditions existing

throughout the area, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated may not exist.

3.4.5.3 UNKNOWN LOCATIONS

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

3.4.6 STORAGE

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

3.4.7 BUILDING SECURITY

Maintain personnel on the site at all times when any portion of the work area(s), is open or not properly secured including hazardous waste storage location and the transport vehicle. HACSB will control access to the units using lock & key rotations to prevent the resident from re-entering the unit during abatement. At no time will a unit be left unattended. Secure all work areas completely at the end of each working day.

3.4.8 SIGN IN/OUT LOG

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

3.4.9 ENVIRONMENTAL CONTROLS

3.4.9.1 NOISE POLLUTION

All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City of Barstow, Mojave Desert Air Quality Management District (MDAQMD), and California Air Resource Board (CARB).

3.4.9.2 AIR POLLUTION

Abatement contractor shall comply with applicable air pollution control requirements of the MDAQMD and CARB. The Contractor shall take appropriate actions to minimize atmospheric pollution and prevent particulate matter from becoming airborne. Such reasonable precautions shall include but not limited to:

3.4.9.2.1 DUST CONTROL

Contractor shall use amended water or chemicals for control of dusts in the demolition of existing buildings, structures, miscellaneous demolition, construction operations, and clearing or removal of debris.

3.4.9.2.2 TRANSPORT

Transport trucks shall be covered when moving to prevent loss of debris or dust. All transportation shall be made in accordance with EPA and AQMD requirements.

3.4.9.2.3 WATER POLLUTION

At no time shall any water from abatement activities be allowed to enter the storm drain system.

3.5 HACSB RESPONSIBILITIES

3.5.1 *RECORD KEEPING AND DOCUMENTATION*

HACSB shall provide the following:

3.5.1.1 CURRENT EPA ID NUMBERS

3.5.1.2 ADDRESS LIST AND CONSTRUCTION PLANS

3.5.1.3 ASBESTOS SAMPLING REPORTS & SITE SURVEYS

3.5.2 *THIRD PARTY OBSERVATION AND MONITORING*

HACSB will retain the services of a third party Observation Service to observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents.

3.5.3 *PROJECT CONDITIONS*

Conditions existing at time of inspection for bidding purposes will be maintained by HACSB as far as practical.

3.5.4 *RESIDENT NOTICES*

HACSB management will notify residents in advance of the project based on Contractor's project schedule. Notification will include language to require removal of all personal property in any areas affected by construction operations prior to being relocated to the hotel.

3.5.5 *ENTRY INTO UNITS*

In compliance with the lease agreement, HACSB must provide at least 48 hour notice to residents before entering into the unit. Abatement contractor shall submit schedule to HACSB at least 2 weeks in advance. HACSB staff will rotate the locks at the time the resident is relocated to prevent re-entry by the resident. HACSB will provide the contractor access to units per the proposed schedule. See [Section 5.3.2 "SCHEDULING"](#)

3.6 MUTUAL RESPONSIBILITIES

3.6.1 *RESTROOM FACILITIES*

Contractor shall not use resident facilities at any time. HACSB will provide access to restroom facilities for contractor staff. Contractor staff will make reasonable effort to keep restrooms in clean condition. If restrooms are not kept in clean condition, HACSB will remove access, and Contractor must provide portable sanitation facilities at contractor's expense.

3.6.2 *SCHEDULING*

3.6.2.1 PRE-CONSTRUCTION PLANNING

Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration with the bid documents. HACSB will coordinate proposed work schedule(s) with other trades working at the site to ensure multiple trades are not working in the same location concurrently. Abatement contractor shall provide proof of 10 day notification to local AQMD office prior to starting each unit.

3.6.2.2 DURING CONSTRUCTION

Contractor shall submit up-to-date work schedule detailing work location, work to be performed & specific date(s) at least 2 weeks in advance of work inside a dwelling unit. HACSB will post legal entry notice 48 hours in advance of proposed work. See [Section 5.2.3 "ENTRY INTO UNITS"](#)

3.6.3 INSPECTIONS/OBSERVATIONS

HACSB shall retain the services of a third party observation service to observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents.

Contractor shall notify HACSB at least 24 hours in advance that units are ready for inspection. HACSB and / or Observation Service will inspect work as defined in [Section 8.2 "WORKMANSHIP SPECIFICATIONS"](#). For invoicing purposes, 100% of units must be documented.

4 PROJECT RISKS

4.1 RAD REHAB CONTRACT DEADLINE

HACSB has entered into a binding contract with the U.S. Department of Housing & Urban Development to restructure certain real estate holdings. A major requirement of this contract includes funding for repairs to the buildings & surrounding areas.

4.1.1 RISK

HACSB is at risk of losing significant funding if this project is not completed on schedule. The terms of the HUD rehab contract stipulate that all work must be completed.

4.1.2 CONTINGENCY

Due to the contractual agreement with HUD, time is of the essence for this project. Liquidated damages in the amount of \$250 per day will be assessed for this project if it is not completed within 180 days from the notice to proceed.

4.2 RESIDENT OCCUPANCY STANDARDS

Residents have entered into a binding contract with HACSB to have a fully functioning and safe dwelling unit, including utilities.

4.2.1 RISK

HACSB is at financial risk if contractor does not complete repairs on schedule. A dwelling unit must have hot & cold running water, functioning restroom & kitchen facilities, and conditioned space (heat/cool) to be approved for continued occupancy. If the contractor's work progress as a result of this project results in any utilities (water, gas, electrical) being inoperative by the end of the scheduled work day, this renders the unit below the HACSB Housing Quality Standards (HQS). HACSB must provide alternate living arrangements (hotel) for the duration of the utility interruption.

4.2.2 CONTINGENCY

If contractor fails to return the unit to HACSB HQS condition by the end of the scheduled work day, contractor will be assessed per diem charges for each night residents are displaced. Per diems

are calculated per authorized resident based on the HACSB HQS Standard for family size and occupancy.

Current per diem rates are \$102.00 per night for lodging and \$61.00 per day for meals for each resident displaced. (Source: 2019 California, San Bernardino County Rates. www.federalpay.org)

4.3 ADDITIONAL COSTS TO THE OWNER OR OBSERVATION SERVICE

HACSB has budgeted to retain the services of a third party Observation Service to observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents. HACSB has also budgeted to temporarily relocate the residents during the abatement and re-piping operations.

4.3.1 RISK

In the event that reviews and/or Clearance Testing by the Observation Service or regulatory agencies shows that the Work Area or any portion of the Work Area is not decontaminated or if the Work is not in conformance with the Contract Documents, the Owner and the Observation Service will incur additional costs for labor, samples, laboratory services, and resident relocation.

4.3.2 CONTINGENCY

The owner and his Consultants will record all time, tests and project related expenses expended to monitor the Work until the work is in compliance. All time, and expenses recorded by the Owner, Observation Service and his Consultants to monitor the above work, and all time, tests and project related expenses incurred by the Owner and Observation Service and his Consultants outside the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Contractor.

If the resident must be relocated for longer than the originally scheduled days due to any of the conditions in the paragraph above, all expenses recorded by the Owner for relocation of the resident longer than the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Contractor.

The Contractor, promptly upon receipt of the billing from the Owner, or the Observation Service, shall reimburse the Owner at the normal billing rate of the Owner or the Observation Service and his Consultants, or the Owner is authorized to withhold funds from the Contract Sum, for all time spent by the Owner, Observation Service and his Consultants for reviews, testing, and other project related expenses, and any additional resident relocation costs when any of the above conditions occur.

5 CONTRACT COMPLIANCE

5.1 COMMUNICATIONS PLAN

A pre-construction meeting will be held at the jobsite prior to the start date.

Contractor shall provide accurate construction schedule at the time of pre-construction meeting.

A contact list with email and mobile phone numbers of key personnel will be disseminated to all parties prior to the start date.

Contractor shall monitor & update the construction schedule weekly.

All communication between HACSB and Abatement Contractor shall be in writing (e-mail).

Text messaging (SMS, MMS) are not valid or binding for change orders, notices, requests for information and other legal communication.

5.2 QUALITY MANAGEMENT PLAN

Quality shall be managed by a 5 part plan: Qualifications, Pre-Install Meeting, Inspections, Corrections and Warranty.

5.2.1 QUALIFICATIONS

Contractor shall have previously completed at least four (4) environmental abatement projects and have a minimum of five (5) years practical experience.

The Contractor's supervisor(s) shall have supervised a minimum of three environmental abatement projects and have a minimum of eighteen (18) months experience.

The Contractor's foreman/workers shall have worked on a minimum of two (2) abatement projects and have a minimum of six (6) months practical experience with removal of the specific assemblies (metal framing, drywall, texture, and roofing mastic) under similar conditions.

5.2.2 PRE-CONSTRUCTION MEETING

Hold a pre-construction conference, two weeks prior to start of work. Attendees shall include Abatement Contractor, Plumbing Contractor, Sub-Contractors, Observation Service, and HACSB Project Coordinator.

Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of construction materials and components, installer's training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

5.2.3 INSPECTIONS

5.2.3.1 INSPECTIONS BY HACSB

HACSB may elect to use the services of a third party consulting firm to observe the abatement and monitor air quality during operations. The Observation Service will observe the status and progress of the Work for completeness and general compliance with the requirements of the Contract Documents.

HACSB may inspect work while installation in progress to verify quantities of materials removed or abated. HACSB will inspect all repairs and overall conditions upon completion, including proper finishes of wall and ceiling materials.

HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods or services do not substantially conform to their specifications.

5.2.3.2 INSPECTIONS BY LOCAL BUILDING AGENCY

Contractor is responsible to secure any/all required permits required by local authorities and ordinances. Contractor to schedule inspections prior to covering work.

Contractor to submit final inspection cards and/or other permit documents to HACSB upon completion and prior to final payment request.

5.2.4 CORRECTIONS

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement. It is the responsibility of each contractor to protect their work from damage until such time that HACSB has accepted such work in writing. All defects/damage will be repaired by contractor at the expense of the contractor prior to final acceptance. During this time if the unit fails to meet HQS standards, contractor is responsible for relocation of resident per [Section 6.2 "RESIDENT OCCUPANCY STANDARDS"](#)

5.2.5 WARRANTY

Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor's performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications.

Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.

Contractor's warranty in no way supersedes any manufacturer's warranty or guarantee for any equipment or material supplied, or process used in the installation.

The full effect of all manufacturers' warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer's warranty.

In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.

All warranties begin on the date of completion, documented by written acceptance of material and workmanship by HACSB.

6 STANDARDS COMPLIANCE

All work performed shall be in strict compliance with all plans and specifications for the project.

6.1 MATERIALS SPECIFICATIONS

Submittals are to be approved by HACSB prior to installation of any materials. Any other materials not specifically described, but required for complete and proper installation, as selected by the Contractor are subject to HACSB approval. Any non-approved items used during construction will be replaced with HACSB approved material at the cost of the asbestos contractor. Submit proposed materials or substitutions with bid package.

6.2 WORKMANSHIP SPECIFICATIONS

Work performed by the general contractors and/or subcontractors shall be performed in a good workmanlike manner and quality. Workmanlike quality is defined as workmanship that meets or exceeds Uniform Building Codes, Mojave Desert Air Quality Management District Rules, specific city codes or whichever is more stringent.

6.2.1 STOPPING THE WORK

If, at any time, the Observation Service decides that Work Practices are violating pertinent regulations, these specifications or, in his opinion, endangering workers or the public, he will immediately notify the Contractor (followed up in writing) that operations shall cease until corrective action is taken, and the Contractor shall take such corrective action before proceeding with the Work. Loss or Damages due to a Stop Work Order shall be borne by the Contractor. See [Section 6.3 “ADDITIONAL COSTS TO THE OWNER OR OBSERVATION SERVICE”](#)

6.3 REGULATORY COMPLIANCE

All work shall be in compliance with the following publications:

6.3.1 FEDERAL REGULATIONS

6.3.1.1 CODE OF FEDERAL REGULATIONS

[24 CFR 35](#)

Lead based paint prohibition

29 CFR 1910.1001

Occupational Exposure to Asbestos, Tremolite, Anthophyllite and Actinolite

29 CFR 1910.1200

Hazard Communication

29 CFR 1910.20

Access to Employee Exposure and Medical Records

29 CFR 1910.132

General Requirements - PPE

29 CFR 1910.133

Eye and Face Protection

29 CFR 1910.134

Respiratory Protection

29 CFR 1910.145

Specifications for Accident Prevention, Signs and Tags

29 CFR 1926.1101

Asbestos

40 CFR 61 Subpart A

General Conditions

40 CFR 61 Subpart M

National Emissions Standards for Asbestos

40 CFR 361.150

Standard for Waste Disposal for Manufacturing, Demolition, Renovation, Spraying and Fabrication Operations

[40 CFR 745](#)

Residential Property Renovation (Lead Based Paint)

6.3.1.2 UNITED STATES CODE

40 U.S.C. 3141-3148

Davis-Bacon Wage Act

6.3.1.3 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (US EPA)

560/5-85-024

Guidance for Controlling Asbestos-Containing Materials in Buildings, June, 1985

600/4/85-049

Measuring Airborne Asbestos Following an Abatement Action

6.3.2 CALIFORNIA REGULATIONS

6.3.2.1 CALIFORNIA CODE OF REGULATIONS

T8 CCR Section 1529

Asbestos

T8 CCR Section 5208

General Industry Safety Orders

T8 CCR Section 5144

Respirator Regulations

6.3.2.2 CALIFORNIA GOVERNMENT CODE

SECTION [4216](#)

Protection of Underground Infrastructure (Dig Alert)

6.3.2.3 CALIFORNIA HEALTH & SAFETY CODE
HSC 19827.5 Local Building Permits

6.3.3 LOCAL REGULATIONS

6.3.3.1 MOJAVE DESERT AIR QUALITY MANAGEMENT DISTRICT
Rule 1000 National Emissions Standards for Hazardous Air
Pollutants (NESHAP)

6.3.3.2 CITY OF BARSTOW MUNICIPAL CODE
TITLE 5 Business Licenses
TITLE 15 Buildings & Construction

6.3.3.3 BARSTOW CODE OF ORDINANCES
950-2017 Construction Waste Management Plan

6.3.4 INDUSTRY AND TRADE ASSOCIATIONS STANDARDS

6.3.4.1 AMERICAN NATIONAL STANDARD INSTITUTE (ANSI) PUBLICATIONS
29.2-1979 Fundamentals Governing the Design and Operation of
Local Exhaust Systems
Z88.2-1992 Practices for respiratory protection

6.3.4.2 AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM)
E 849-82 Safety and Health Requirements Relating to
Occupational Exposures to Asbestos
P-189 Specifications for Encapsulates for Friable Asbestos-
Containing Materials

6.3.4.3 NATIONAL FIRE PROTECTION ASSOCIATION
Standard 90A Installation of Air Conditioning and Ventilation Systems.

6.3.4.4 NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY AND HEALTH
Manual of Analytical Methods, 2nd Ed., Vol 1.
Physical and Chemical Analysis Method
Method 239 Asbestos Fibers in Air
Method 7400 Fibers

6.3.4.5 UNDERWRITER'S LABORATORIES, INC (UL)
586-77(R1982) Test Performance of High Efficiency Particulate Air
(HEPA) Filter Units

7 BUSINESS TERMS

7.1 PAYMENTS

7.1.1 INVOICES MAY BE SUBMITTED AT THE FOLLOWING MILESTONES:

Progress - Each thirty days - Completed units up to invoice date - pro-rated to 85% of the completed unit amount.

Job Completion - All units are complete & all third party inspections approved - up to 95% of contract total.

Retention - Thirty days after project acceptance, 5% of the contract total.

7.1.2 PROGRESS INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Hazardous waste manifests and / or Disposal Receipts for addresses being invoiced.

HACSB acceptance of stated completed work.

Contractor's Invoice (must include addresses of completed work).

Schedule of Values (HUD form #51000).

Periodic Estimate for Partial Payment (HUD form #51001).

Conditional Waiver and Release upon Progress Payment.

On-site daily sign in sheets.

Daily Activity logs.

Weekly Safety Meeting Report.

Certified Payroll completed in LCP Tracker.

7.1.3 JOB COMPLETION INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Same documents as a PROGRESS INVOICE listed above.

Conditional Waiver and Release upon Progress Payment.

Original signed off permit cards (if permits were required)

Contractor's Warranty.

7.1.4 RETENTION INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Contractor's Invoice

Unconditional Waiver and Releases for all previously paid invoices.

Conditional Waiver and Release upon Final Payment.

7.1.5 HACSB TERMS ARE NET 30 DAYS

Invoices will be processed only after all supporting documents have been approved by HACSB.

7.2 ADJUSTMENTS TO CONTRACT TIME / AMOUNT

Contractor cannot change materials, timeline, or contract sum without the express written approval of HACSB. See HUD 5370.

7.2.1 CONTRACT TIME

If a proposed change to the scope of work results in additional time to complete the contract, contractor must submit a Request for Adjustment on the Contract Time within five business days of the change.

7.2.2 CONTRACT AMOUNT

If a proposed change to the scope of work results in an increase in the amount of the total contract, contractor must submit a Request for Adjustment on the Contract Amount within five business days of the change.

8 ATTACHMENTS

8.1 - ADDRESS LISTING

<https://app.smartsheet.com/b/publish?EQBCT=4ebad76a96f840179696e7a4c47e4e79>

- 8.2 - RE-PIPE PLANS
- 8.3 - ASBESTOS & LEAD SURVEY - WILLIAMS SITE
- 8.4 - ASBESTOS & LEAD SURVEY - BIGHORN SITE
- 8.5 - ASBESTOS SURVEY - BIGHORN SITE (STUCCO)

END OF SOW

Exhibit “B”

GENERAL CONDITIONS FOR CONSTRUCTION
CONTRACTS
PUBLIC HOUSING PROGRAMS
(form HUD – 5370)

General Conditions for Construction Contracts - Public Housing Programs

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

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

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

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

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

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
 - (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Exhibit “C”

Additional General Provisions

ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
 - d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.
4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
 - a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
 - b. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
 - c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.
7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.

8. INSPECTION, ACCEPTANCE AND REJECTION:

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
- b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
- c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
- e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. SAMPLES:

- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
- b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

10. WARRANTY: Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. SAFETY AND ACCIDENT PREVENTION: In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. INSURANCE: Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the

subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

- a. Acts of God or of the public enemy, and
- b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at

Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.
16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.
19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.
21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
 - a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
 - b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
 - ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
 - d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
 - e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
 - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 23. COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.
- HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
27. **NONDISCRIMINATION CLAUSE:**
- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to

comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.
31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will

immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

- 37. DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

Exhibit “D”

Performance – Payment Bond

PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we _____ (Contractor) _____, a _____ (corporation) hereinafter called "Principal" and _____ (Surety) of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto _____ (Owner) _____ of _____ (City and State), hereinafter called "Owner" in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed in 2 (2) counterparts, each one of shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

"PRINCIPAL"

(Principal) Secretary

(Seal)

BY: _____
NAME: _____

Witness as to Principal

(Address – Zip Code)

"SURETY"

(Surety) Secretary

(Seal)

BY: _____
NAME: _____
ITS: Attorney-in-Fact

Witness as to Surety

(Address – Zip Code)

(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Exhibit “E”

Stipulation of Lien

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
715 E. BRIER DRIVE
SAN BERNARDINO, CA 92408-2841
(909) 890-0644 FAX (909) 890-4618

STIPULATION OF LIEN

Contract Number:

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number***** will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.
2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 20____.

By: _____

Title: _____

NAME AND ADDRESS OF CONTRACTOR:

Sworn before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____
(Date)

Exhibit “F”

Supplementary Conditions of the Contract for
Construction (form HUD-92554)

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

OMB Approval No. 2502-0598
(Exp. 12/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“**Administrator**”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers

performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in

any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40

U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit “G”

Federal Labor Standards Provisions
(form HUD-4010)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit “H”

Applicable prevailing wages determined by the
United States Department of Labor pursuant to the
Davis-Bacon Act.

"General Decision Number: CA20190017 11/29/2019

Superseded General Decision Number: CA20180028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the

Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/03/2019
4	07/26/2019
5	11/08/2019
6	11/15/2019
7	11/29/2019

ASBE0005-002 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

ASBE0005-004 07/01/2019		

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting,		

stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not)....\$ 20.63 12.17

 * BRCA0004-001 05/01/2019

	Rates	Fringes
Bricklayer; Marble Setter		
Los Angeles County.....	\$ 40.95	18.81
Orange County.....	\$ 40.53	18.31
Riverside & San Bernardino Counties.....	\$ 40.90	17.70
Ventura County.....	\$ 40.55	18.10

*The wage scale for prevailing wage projects performed in
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
 Palms, Needles and 1-15 corridor (Barstow to the Nevada
 State Line) will be Three Dollars (\$3.00) above the
 standard San Bernardino/Riverside County hourly wage rate

 * BRCA0004-004 11/01/2018

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 48.11	17.54

 * BRCA0004-009 05/01/2019

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.78	16.91

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

* BRCA0018-001 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65

* BRCA0018-002 06/01/2019

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

* BRCA0018-003 06/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO & VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

* BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 31.25	13.41
TERRAZZO WORKER/SETTER.....	\$ 38.39	14.18

CARP0409-003 07/01/2019

	Rates	Fringes
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Drywall

(1) Work on Wood-Framed
Single Family Homes, and
Wood-Framed Apartment
Buildings up to and
including 4 Stories

Drywall Installer/Lather...	\$ 29.97	13.53
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Stocker/Scraper.....	\$ 18.02	8.37
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(2) All other Work

Drywall Installer/Lather...	\$ 50.35	13.53
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Stocker/Scraper.....	\$ 18.02	8.37
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CARP0409-004 07/01/2019

Work on wood frame single family homes and apartments up to and
including 4 stories:

	Rates	Fringes
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CARPENTER

Cabinet installer.....	\$ 39.21	13.53
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Fence builder.....	\$ 37.66	13.37
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Framer & finish carpenter...	\$ 39.50	13.53
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Insulation installer.....	\$ 24.02	13.21
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Roof loader of shingles.....	\$ 29.16	13.53
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Shingler.....	\$ 38.65	13.53
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Subterranean garage
concrete construction and
carpenters performing on
grade slab concrete
construction.....

	\$ 38.13	13.53
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CARP0409-009 01/01/2019

	Rates	Fringes
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Modular Furniture Installer.....	\$ 19.85	6.66
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ELEC0011-003 01/30/2017

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	9.70

ELEC0011-006 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 01/01/2019

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 31.50	3%+3.00

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 35.12	3%+12.71

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 01/01/2018

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 39.77	23.24

ELEC0440-005 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 02/25/2019

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 26.50	9.11

ELEC0477-003 06/01/2019

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	3%+7.10

ELEC0569-003 06/03/2019

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 33.38	3%+6.61
1 to 3 stories.....	\$ 34.69	7.65

ELEC0639-002 03/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

ELEC0639-003 12/26/2016

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
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Communications System

Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 07/29/2019

VENTURA

	Rates	Fringes
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CABLE SPLICER

All work within 32 road miles or less from the nearest base point.....	\$ 44.72	27.44
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ELECTRICIAN

All work within 32 road miles or less from the nearest base point.....\$ 40.65 27.32

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 34.37	14.61
Technician.....	\$ 30.10	12.78

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEV0008-004 01/01/2019

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.56	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

Rates Fringes

OPERATOR: Power Equipment

(Cranes, Piledriving &

Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25

GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oeprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo

form setter operator; Power sweeper operator; Rock Wheel
Saw/Trencher; Roller operator (compacting); Screed operator
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or
600 auger or similar types - drilling depth of 45'
maximum); Drilling machine operator (including water
wells); Hydrographic seeder machine operator (straw, pulp
or seed), Jackson track maintainer, or similar type;
Kalamazoo Switch tamper, or similar type; Machine tool
operator; Maginnis internal full slab vibrator, Mechanical
berm, curb or gutter(concrete or asphalt); Mechanical
finisher operator (concrete, Clary-Johnson-Bidwell or
similar); Micro tunnel system (below ground); Pavement
breaker operator (truck mounted); Road oil mixing machine
operator; Roller operator (asphalt or finish), rubber-tired
earth moving equipment (single engine, up to and including
25 yds. struck); Self-propelled tar pipelining machine
operator; Skiploader operator (crawler and wheel type, over
3/4 yd. and up to and including 1-1/2 yds.); Slip form pump
operator (power driven hydraulic lifting device for
concrete forms); Tractor operator-bulldozer, tamper-scraper
(single engine, up to 100 h.p. flywheel and similar types,
up to and including D-5 and similar types); Tugger hoist
operator (1 drum); Ultra high pressure waterjet cutting
tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or
finishing); Asphalt paving machine operator (Barber Greene
or similar type); Asphalt-rubber distribution operator;

Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator;
Remote- control earth-moving equipment operator (operating
a second piece of equipment: \$1.00 per hour additional);
Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
yds. struck); Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple
engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (single engine,
over 50 yds. struck); Rubber-tired earth-moving equipment
operator, operating equipment with push-pull system
(multiple engine, Euclid, Caterpillar and similar, over 25
yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator,
operating equipment with push-pull system (multiple engine,
Euclid, Caterpillar and similar, over 50 cu. yds. struck);
Tandem tractor operator (operating crawler type tractors in
tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator,
operating in tandem (scrapers, belly dumps and similar
types in any combination, excluding compaction units -
single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types);
Rubber-tired earth-moving equipment operator, operating in
tandem (scrapers, belly dumps and similar types in any
combination, excluding compaction units - single engine,
Caterpillar, Euclid, Athey Wagon and similar types with any
and all attachments over 25 yds. and up to and including 50
cu. yds. struck); Rubber-tired earth-moving equipment
operator, operating in tandem (scrapers, belly dumps and
similar types in any combination, excluding compaction

units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with

the tandem push-pull system (multiple engine, Euclid,
Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-005 01/01/2019

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2018

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation,

footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt

spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00220-006 07/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00300-002 07/01/2018

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0300-004 07/01/2018

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool

crib or tool house laborer; Traffic control by any method;
Window cleaner; Wire mesh pulling - all concrete pouring
operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper
(on 1 yd. or larger mixer and handling bulk cement);
Cesspool digger and installer; Chucktender; Chute handler,
pouring concrete, the handling of the chute from readymix
trucks, such as walls, slabs, decks, floors, foundation,
footings, curb, gutters and sidewalks; Concrete curer,
impervious membrane and form oiler; Cutting torch operator
(demolition); Fine grader, highways and street paving,
airport, runways and similar type heavy construction; Gas,
oil and/or water pipeline wrapper - pot tender and form
person; Guinea chaser; Headerboard person - asphalt
installation of all asphalt overlay fabric and materials
used for reinforcing asphalt; Laborer, packing rod steel
and pans; Membrane vapor barrier installer; Power broom
sweeper (small); Riprap stonepaver, placing stone or wet
sacked concrete; Roto scraper and tiller; Sandblaster (pot
tender); Septic tank digger and installer (lead); Tank
scaler and cleaner; Tree climber, faller, chain saw
operator, Pittsburgh chipper and similar type brush
shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete
pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or
longer; Dri-pak-it machine; Gas, oil and/or water pipeline
wrapper, 6-in. pipe and over, by any method, inside and
out; High scaler (including drilling of same); Hydro seeder
and similar type; Impact wrench multi-plate; Kettle person,
pot person and workers applying asphalt, lay-kold,
creosote, lime caustic and similar type materials
("applying" means applying, dipping, brushing or handling
of such materials for pipe wrapping and waterproofing);
Operator of pneumatic, gas, electric tools, vibrating
machine, pavement breaker, air blasting, come-alongs, and
similar mechanical tools not separately classified herein;
operation of remote controlled robotic tools in connection
with Laborer's work; Pipelayer's backup person, coating,
grouting, making of joints, sealing, caulking, diapering

and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0300-006 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste(including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2018

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing (Chain Link or Wood), Landscaping.....	\$ 32.76	15.82
(2) All Other Work.....	\$ 33.76	15.82

LAB00585-002 07/01/2018

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07

GROUP 5.....\$ 37.24

19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet

sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of

operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0585-004 07/01/2018

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0652-002 07/01/2018

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07

GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chuck tender; Chute handler, pouring concrete, the handling of the chute from ready mix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom

sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from

the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LABO0652-004 07/01/2018

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LABO0783-003 07/01/2018

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07

GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07
GROUP.....	\$ 35.84	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials

used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete

vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2018

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional		

Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking		
Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY		
SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and

markings, including traffic control; operation of all
related machinery and equipment

LABO1184-003 07/01/2018

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete
screeding for rough strike-off; Concrete, water curing;
Demolition laborer, the cleaning of brick if performed by a
worker performing any other phase of demolition work, and
the cleaning of lumber; Fire watcher, limber, brush loader,
piler and debris handler; Flag person; Gas, oil and/or
water pipeline laborer; Laborer, asphalt-rubber material
loader; Laborer, general or construction; Laborer, general
clean-up; Laborer, landscaping; Laborer, jetting; Laborer,
temporary water and air lines; Material hose operator
(walls, slabs, floors and decks); Plugging, filling of shee
bolt holes; Dry packing of concrete and patching; post hole
digger (manual);Railroad maintenance, repair track person
and road beds;Streetcar and railroad construction track
laborers; Rigging andsignaling; Scaler; Slip form raiser;
Slurry seal crew (mixer operator, applicator operator,
squeegee person, shuttle person, top person), filling of
cracks by any method on any surface; Tar and mortar; Tool
crib or tool house laborer; Traffic control by any method;
Window cleaner; Wire mesh pulling - all concrete pouring

operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger;

Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2019

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 33.06	19.17

LAB01414-002 08/07/2019		

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 32.82	20.02
Plaster Tender.....	\$ 35.37	20.02
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 32.82	20.02
Plaster Tender.....	\$ 35.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, George AFB,
Marine Corps Air Station-29 Palms, Imperial Beach Naval Air
Station, Marine Corps Logistics Supply Base, Marine Corps
Pickle Meadows, Mountain Warfare Training Center, Naval
Air Facility-Seeley, North Island Naval Air Station,
Vandenberg AFB.

PAIN0036-005 07/01/2018		

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 27.59	14.92
(2) All other work.....	\$ 31.12	15.04
(3) Journeyman & Industrial.....	\$ 32.02	12.93
San Luis Obispo, Santa		

Barbara & Ventura		
(1) Repaint.....	\$ 24.40	14.82
(2) All other work.....	\$ 29.04	14.98
(3) Journeyman & Industrial.....	\$ 32.52	15.44

PAIN0036-011 10/01/2018

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 24.02	17.01

PAIN0036-014 06/01/2019

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 43.45	26.93

PAIN0036-018 06/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up. Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up.

PAIN0036-020 01/01/2019

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

PAIN0169-007 01/01/2018		

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

PAIN1247-003 01/01/2019		

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

PLAS0200-002 08/02/2017		

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 32.61	20.08
4-stories.....	\$ 35.61	20.08

PLAS0500-003 07/01/2018		

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 35.75

22.48

PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 40.23	18.08

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 45.50	21.65

ROOF0036-001 08/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 38.12	16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

ROOF0045-003 07/01/2019

IMPERIAL

	Rates	Fringes
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Roofer.....	\$ 34.25	9.10

SFCA0669-005 04/01/2018		

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 38.28	15.84
Area 2.....	\$ 38.85	21.87

SFCA0709-002 01/01/2018		

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
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SPRINKLER FITTER.....	\$ 42.26	25.92

SHEE0105-001 07/01/2018		

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 26.57	10.42
AREA 2.....	\$ 29.54	19.09

SHEE0206-003 07/01/2019		

IMPERIAL		
	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 29.25	8.87
SHEET METAL WORKER.....	\$ 38.94	28.51

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in

height, provided each unit is heated or cooled by a
separate system. Hotels and motels are excluded. d. LIGHT
COMMERCIAL WORK: Any sheet metal, heating and air
conditioning work performed on a project where the total
construction cost, excluding land, is under \$1,000,000 e.
TENANT IMPROVEMENT WORK: Any work necessary to finish
interior spaces to conform to the occupants of commercial
buildings, after completion of the building shell

SHEE0273-001 08/01/2018

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.88	28.97

HOLIDAYS: New Year's Day, Martin Luther King Day, President's
Day, Good Friday, Memorial Day, Independence Day, Labor
Day, Veterans Day,Thanksgiving Day & Friday after,
Christmas Day

* TEAM0011-001 07/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 31.59	29.59
GROUP 2.....	\$ 31.74	29.59
GROUP 3.....	\$ 31.87	29.59
GROUP 4.....	\$ 32.06	29.59
GROUP 5.....	\$ 32.09	29.59
GROUP 6.....	\$ 32.12	29.59
GROUP 7.....	\$ 32.37	29.59
GROUP 8.....	\$ 32.62	29.59
GROUP 9.....	\$ 32.82	29.59
GROUP 10.....	\$ 33.12	29.59
GROUP 11.....	\$ 33.62	29.59
GROUP 12.....	\$ 34.05	29.59

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, George AFB, Marine
Corps Logistics Base at Nebo & Yermo, Mountain Warfare
Training Center, Bridgeport, Point Arguello, Point
Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

General Decision Number: CA190017 05/03/2019 CA17

Superseded General Decision Number: CA20180028

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019
3	05/03/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

ASBE0005-004 07/02/2018

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.93	11.72

* BRCA0004-001 05/01/2018

	Rates	Fringes
Bricklayer; Marble Setter Los Angeles County.....	\$ 39.91	15.45
Orange County.....	\$ 39.13	15.11
Riverside & San Bernardino Counties.....	\$ 39.07	14.57
Ventura County.....	\$ 39.22	16.93

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 11/01/2017

IMPERIAL

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 47.36	16.79

* BRCA0004-009 05/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.34	15.10

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-001 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23

BRCA0018-002 07/01/2017

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-003 07/01/2017IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &
VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

CARP0409-003 07/01/2018

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather...	\$ 22.10	11.08
Stocker/Scraper.....	\$ 10.00	6.67
(2) All other Work		
Drywall Installer/Lather...	\$ 42.41	19.17
Stocker/Scraper.....	\$ 10.00	6.67

CARP0409-004 07/01/2018Work on wood frame single family homes and apartments up to and
including 4 stories:

	Rates	Fringes
CARPENTER		
Cabinet installer.....	\$ 41.84	17.48
Fence builder.....	\$ 31.63	16.73
Framer & finish carpenter...	\$ 42.54	17.48
Insulation installer.....	\$ 41.84	17.48
Roof loader of shingles....	\$ 16.32	11.58
Shingler.....	\$ 28.70	11.58
Subterranean garage concrete construction and carpenters performing on grade slab concrete construction.....	\$ 28.18	11.58

CARP0409-009 07/01/2008

	Rates	Fringes
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Modular Furniture Installer.....\$ 19.00 7.41

ELEC0011-003 01/30/2017

LOS ANGELES

	Rates	Fringes
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ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 20.20	9.70
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ELEC0011-006 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
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Communications System		
Installer.....	\$ 36.07	3%+14.43
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 01/01/2019

SANTA BARBARA COUNTY

	Rates	Fringes
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Electricians.....	\$ 35.25	3%+3.00
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WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
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Communications System		
Installer.....	\$ 35.12	3%+12.71

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 01/01/2018

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 39.77	23.24

ELEC0440-005 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 33.09	15.89
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

* ELEC0441-002 02/25/2019

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 26.50	9.11

ELEC0477-003 12/31/2018		

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 27.25	3%+7.10

ELEC0569-003 06/04/2018		

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 33.38	3%+6.61

ELEC0639-002 03/01/2017		

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

ELEC0639-003 12/26/2016		

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 32.50	11.66
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 12/31/2018

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 43.73	27.41
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 39.08	26.99

ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-004 12/31/2018

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 34.37	14.61
Technician.....	\$ 30.10	12.78

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEV0008-004 01/01/2019

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.56	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ELEV0018-004 01/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-001 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25

GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and

including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6

ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-005 01/01/2019

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Seale, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2018

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a

worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt

spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00220-006 07/01/2018

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00300-002 07/01/2018

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00300-004 07/01/2018

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete

screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00300-006 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2018

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing		
(Chain Link or Wood),		
Landscaping.....	\$ 32.76	15.82
(2) All Other Work.....	\$ 33.76	15.82

LAB00585-002 07/01/2018

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials

("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00585-004 07/01/2018

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00652-002 07/01/2018

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
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LABORER

GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection

with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00652-004 07/01/2018

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB00783-003 07/01/2018

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07
GROUP.....	\$ 35.84	18.24

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping

scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2018

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-003 07/01/2018

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.24	19.07
GROUP 2.....	\$ 34.79	19.07
GROUP 3.....	\$ 35.34	19.07
GROUP 4.....	\$ 36.89	19.07
GROUP 5.....	\$ 37.24	19.07

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track

laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chuck tender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stone paver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellow

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

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whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2018

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 32.26	18.40

LAB01414-002 08/08/2018

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 33.82	19.40
Plaster Tender.....	\$ 36.37	19.40
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 33.82	19.40
Plaster Tender.....	\$ 36.37	19.40

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, George AFB, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-005 07/01/2018

	Rates	Fringes
Painter (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 27.59	14.92
(2) All other work.....	\$ 31.12	15.04
(3) Journeyman & Industrial.....	\$ 32.02	12.93
San Luis Obispo, Santa Barbara & Ventura		

(1) Repaint.....	\$ 24.40	14.82
(2) All other work.....	\$ 29.04	14.98
(3) Journeyman & Industrial.....	\$ 32.52	15.44

PAIN0036-011 10/01/2018

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 24.02	17.01

PAIN0036-014 10/01/2018

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 43.55	19.72

PAIN0036-018 06/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 42.20	25.50

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up. Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up.

PAIN0036-020 01/01/2019

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

PAIN0169-007 01/01/2018

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 35.00	26.26

* PAIN1247-003 01/01/2019

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 35.35	14.56

PLAS0200-002 08/02/2017

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 32.61	20.08
4-stories.....	\$ 35.61	20.08

PLAS0500-003 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.75	22.48

PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 40.23	18.08

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....	\$ 45.50	21.65

ROOF0036-001 08/01/2018

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....	\$ 38.12	16.97

FOOTNOTE: Pitch premium: Work on which employees are exposed
to pitch fumes or required to handle pitch, pitch base or
pitch impregnated products, or any material containing coal
tar pitch, the entire roofing crew shall receive \$1.75 per
hour "pitch premium" pay.

ROOF0045-003 07/01/2018

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 31.00	8.62

SFCA0669-005 04/01/2018

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include
the city of Pomona, Catalina Island, and that part of Los
Angeles County within 25 miles of the city limits of Los

Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 38.28	15.84
Area 2.....	\$ 38.85	21.87

SFCA0709-002 01/01/2018		

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.26	25.92

SHEE0105-001 07/01/2018		

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

	Rates	Fringes
SHEET METAL WORKER		
AREA 1.....	\$ 26.57	10.42
AREA 2.....	\$ 29.54	19.09

SHEE0206-003 07/01/2017		

IMPERIAL

	Rates	Fringes
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Sheet Metal (TECHNICIAN).....	\$ 27.70	8.43
SHEET METAL WORKER.....	\$ 36.88	26.52

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

SHEE0273-001 08/01/2018

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.88	28.97

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.59	28.59
GROUP 2.....	\$ 30.74	28.59
GROUP 3.....	\$ 30.87	28.59
GROUP 4.....	\$ 31.06	28.59
GROUP 5.....	\$ 31.09	28.59
GROUP 6.....	\$ 31.12	28.59
GROUP 7.....	\$ 31.37	28.59
GROUP 8.....	\$ 31.62	28.59
GROUP 9.....	\$ 31.82	28.59
GROUP 10.....	\$ 31.12	28.59
GROUP 11.....	\$ 32.62	28.59
GROUP 12.....	\$ 33.05	28.59

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, George AFB, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy

equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

March 10, 2020

FROM

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

SUBJECT

Landscaping Services for Multiple Housing Communities

RECOMMENDATION(S)

1. Award contracts, effective May 1, 2020, for agency-wide landscaping services to Advanced Environmental Landscape Corp. in an amount not to exceed \$519,160 and to Priority Landscape Services LLC, in an amount not to exceed \$311,501 for an overall total amount not-to-exceed \$830,661 for a two year base period through April 30, 2022, with three single-year options to extend the contract through April 30, 2025.
2. Authorize and direct the Executive Director to execute and deliver the contracts to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

HACSB clients, programs, and properties are embraced by all communities.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

The total amount is not expected to exceed \$830,661 for the two year base term, which is funded through the Housing Authority of the County of San Bernardino's (HACSB) property operations budget. The amount for Fiscal Year 2020 is included in the budget and will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

HACSB currently contracts with landscape vendors to provide grounds-keeping and irrigation maintenance at 39 affordable housing sites and four administrative offices located throughout San Bernardino County. Several of these sites have significant acreage that require robust landscape services. Approval of the proposed contracts will help maintain the landscaping services necessary at these sites. Based on the geographical size of the HACSB's internally managed property portfolio, two qualified vendors have been selected.

PROCUREMENT

On November 25, 2019, HACSB issued a Request for Proposal (RFP) PC1152 for Landscape Services which resulted in the receipt of eight proposals. Outreach efforts included advertisements in four local newspapers, email invitations to 45 vendors, posting on our electronic bidding website, PlanetBids, and posting on the agency website. The proposals were evaluated per the requirements of the RFP in which Advanced Environmental Landscape Corp. and Priority

Landscape Services LLC were deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

Responses were received by the deadline from the following organizations:		
<u>Contractors Name</u>	<u>Location</u>	<u>Score</u>
Priority Landscape Services LLC	Brea, CA	223
Advanced Environmental Landscape Corp.	Alta Loma, CA	217
RP Landscape & Irrigation	San Bernardino, CA	212
Landscape West Management Services, Inc.	Anaheim, CA	193
Mariposa Landscapes, Inc.	Irwindale, CA	189
O&R Landscaping	Yucaipa, CA	117

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding contracts for landscaping services to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and authorize and direct the Executive Director to execute and deliver the contracts and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") (PC1152) is made as of the **1st day of May 2020** ("Effective Date") by and between **Advanced Environmental Landscape Corp. ("Contractor")**, a California Corporation and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. Statement of Work. Contractor shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit "A", attached hereto and incorporated herein by reference ("Work"). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Contract Documents. This Agreement incorporates by reference all of the following documents ("Contract Documents"):

1. General Conditions for Non-Construction Contracts Section I – (with or without Maintenance Work) (HUD form 5370 C1 and C2), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Federal Labor Standards Provisions (HUD form 4010), attached hereto as Exhibit "D" and incorporated herein by reference.
4. Work Authorization, attached hereto as Exhibit "E" and incorporated herein by reference.
5. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U. S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

ARTICLE 3 Term; Time of Completion. Contractor shall commence work under this Agreement for a **two (2) year base period** beginning on **May 1, 2020** and expiring on **April 30, 2022** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the Agreement in accordance with contract provisions in Article 19 Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "E", attached hereto and incorporated herein by reference ("Work Authorization"). **HACSB shall have the option to extend the Agreement for up to an additional three single year options.** The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **May 1, 2022** and expire no later than **April 30, 2025**. Following issuance of a Work Authorization, Contractor

shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

ARTICLE 4. Price. Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **\$519,160.00** for the provision of work per the fee schedule **for the two (2) year base contract period.** Details defined in Exhibit A – Scope of Services – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

ARTICLE 5. Performance of Work. Contractor shall perform its duties on premises approved by HACSB, during HACSB's regular work days and normal work hours and warrants that it shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the Work performed by Contractor and may, in its discretion, reject the Work, or any part thereof, as set forth in the Additional Provisions. In the event HACSB rejects any or all of the Work, at HACSB's election: (a) Contractor shall promptly correct any such deficiencies in the Work, or (b) the deficient Work shall be stricken from this Agreement and Contractor shall not be paid for such portion of the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of Contractor or its subcontractors who is determined by HACSB to be uncooperative, incompetent, a threat to the adequate or timely completion of the Work, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Work in a manner acceptable to HACSB, shall be promptly removed from the Work by the Contractor and shall not be re-employed to perform any of the Work under this Agreement.

ARTICLE 6. HACSB's Right to Stop Work. HACSB has the right to require Contractor to stop or suspend Work pursuant to the "Stop Work" provisions of the Additional Provisions.

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

ARTICLE 8. Limit of Engagement. This Agreement does not and shall not be construed to create any partnership or agency whatsoever. Contractor shall not be deemed to be a partner, joint venturer, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, HACSB or corporations affiliated with HACSB, other than as expressly herein provided. HACSB retains Contractor on an independent contractor basis and Contractor is not an employee of HACSB. Any additional personnel performing Work under this Agreement on behalf of Contractor shall not be employees of HACSB and shall at all times be under Contractor's exclusive direction and control.

ARTICLE 9. Responsibilities of HACSB. If information, data, or documentation necessary to facilitate Contractor's performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. It is Contractor's responsibility to determine if any such information is necessary in order

to perform its obligations hereunder and to request such information from HACSB in a sufficient amount of time in order for Contractor to perform the Work hereunder.

ARTICLE 10. Additional Work.

- a. In the event that the parties mutually agree that additional and further work beyond that specified in the Statement of Work ("Additional Work") is required to be performed by Contractor, such Additional Work shall be memorialized in a Work Authorization executed by HACSB and Contractor. The Work Authorization shall include and specifically identify the types of services required to perform as part of the Additional Work, all significant material to be delivered to HACSB, the time schedule for completion of the Additional Work, and the price for such Additional Work.
- b. Nothing herein shall obligate HACSB to utilize Contractor to perform the Additional Work or in any way limit HACSB's rights to utilize third parties to perform or assist in performing the Additional Work. In no event shall Contractor commence performance of the Additional Work until it has received written consent executed by a duly authorized representative of HACSB.
- c. In the event that HACSB provides a Work Authorization for Additional Work, all of the terms and conditions of this Agreement shall apply to the performance of such Additional Work.

ARTICLE 11. Contractor's Obligation to Stop Work. Personnel resources will not be expended (at a cost to HACSB) on task accomplishment in excess of the schedule requirements set forth in "Exhibit A" unless the procedure below is followed:

- a. If, in the performance of the Work, Contractor determines that the Work to be performed under this Agreement cannot be accomplished within the estimated work hours, Contractor will immediately notify HACSB in writing of Contractor's estimate of the work hours which will be required to complete the Work. Upon receipt of such notification, HACSB may:
 - i. Authorize Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or
 - ii. Terminate this Agreement; or
 - iii. Alter the scope of the Work in order to define tasks that can be accomplished within the remaining estimated work hours.
- b. HACSB will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours or services, as memorialized in a Work Authorization signed by Contractor and HACSB. In the event that HACSB fails to notify Contractor within such seven (7) calendar day period, Contractor shall provide a second notice to HACSB requesting a determination. Contractor shall not proceed with the Work until such time as HACSB has made an election as to how it wishes to proceed, and a Work Authorization has been approved.

ARTICLE 12. Invoicing and Payment for Services. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to HACSB of identified Deliverables (as defined in the Statement of Work), Contractor may submit periodically to HACSB invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

- a. The number of Deliverables provided to HACSB divided by the total number of Deliverables required to be delivered to HACSB, less a ten percent (10%) withhold, less any amounts previously invoiced; or
- b. The number of work-hours expended by Contractor in the performance of the Work divided by the number of work hours scheduled for the Work, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- c. For those Milestones which do not involve delivery to HACSB of identified Deliverables, but which are of a continuing nature, Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- d. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to HACSB, may be submitted for payment.
- e. In the event that Additional Work is performed pursuant to a Work Authorization, such Additional Work shall be paid by HACSB according to the same procedure set forth above with respect to the Work, unless a different method for payment is specified in such Work Authorization.
- f. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to HACSB.
- g. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the Agreement Price, with the balance to be invoiced upon completion of the Agreement, in accordance with the acceptance criteria set forth herein.
- h. No charge for transportation, delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Statement of Work or Work Authorization.

ARTICLE 13. Return of HACSB Property. All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor's notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB's prior written authorization.

ARTICLE 14. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's

Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

ARTICLE 15. Indemnity; Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against HACSB or its officers, employees, and agents in any such suit, action or other legal proceeding.

ARTICLE 16. Compliance with Contract Documents. Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control. Contractor shall also comply with all agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement, provided that in the case of a conflict between the foregoing and the Contract Documents and this Agreement, the Contract Documents and this Agreement shall control.

ARTICLE 17. Assignment. Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB. This Agreement shall be binding on the successors and assigns of the parties.

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

- a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.
- c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 19. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-C section 1 page 1). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction

thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor's obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 20. No Waiver. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

ARTICLE 21. Modification. This written Agreement may not be later modified except by a further writing signed by HACSB and Contractor and no term of this Agreement may be waived, except by writing signed by the party waiving the benefit of such term. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 22. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested. ***All notices sent pursuant to this Agreement shall be addressed as follows:***

If to HACSB:

Angie Lardapide, Procurement and Contracts Supervisor
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
alardapide@hacsb.com

If to Contractor:

Adrianna Bluhm, Chief Operating Officer
Advanced Environmental Landscape Corp.
7201 Amethyst Ave.
Alta Loma, CA 91701
support@aelandscape.com

Notices will be deemed effective upon receipt or rejection only.

ARTICLE 23. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the Agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 24. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 25. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 26. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in

the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 27. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

ARTICLE 28. Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"). Contractor shall forfeit to HACSB as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any subcontractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Work are not subject to the Eight-Hour Law.

ARTICLE 29. Subcontracting. Contractor shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without prior written approval of HACSB. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ARTICLE 30. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

ARTICLE 31. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

ARTICLE 32. No Third Party Beneficiaries. Except as expressly stated herein or in the Contract Documents, there are no intended third party beneficiaries of any right or obligation assumed by the parties.

[END – SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)
PC1152 – Landscape Services

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective

Date: _____

Advanced Environmental Landscape, Corp.

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit A – Scope of Work

I. General Requirements

- A. The Contractor shall furnish all labor, equipment, tools, parts, materials, supplies, consultants, and sub-consultants and necessary appurtenances required to perform the work required.
- B. Identify a project manager, foreperson, supervisor or lead person (ENGLISH SPEAKING) for each REGION/SERVICE AREA who is empowered to enact orders relative to the services contained in the RFP at all times throughout the Contract period. Cellular phone contact information and a brief description of the individual's experience are strongly recommended. HACSB reserves the right to require replacement of an individual whose skills, experience, behavior or methods prove to be deficient in any significant way that threatens the success of the project.
- C. Provide a schedule of performance for each location including start time and anticipated completion time each service day. Update this information as needed with the HACSB staff at the communities.
- D. Strictly comply with the written scope of work proposed for each location.
- E. Understand that HACSB is not responsible for lost, stolen, damaged or destroyed material or equipment belonging to the successful offeror while in route or on HACSB property.
- F. Possess all required licenses, certifications and insurance coverage's to meet the requirements of the General Conditions and local governments. Including but not limited to City business licenses, L&I coverage, Applicator's Licenses, and Driver Licenses.
- G. Immediately remove from the property any equipment or material which pose a risk of injury or illness to residents, staff, or property. Including chemicals not permitted by Law, equipment that is faulty, leaking gas or oil, or dangerous due to missing guards or components.
- H. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of debris related to this project. It is essential that debris is blown away from units.
- I. Perform all proposed tasks in an orderly, professional and safe manner. Take care when working around resident's belongings, patios, vehicles and property equipment and features.
NOTE: Properties are NON-SMOKING Communities. All personnel are prohibited from smoking anywhere on the property, including vehicles.
- J. Report accidental damages caused by the work to the HACSB Senior Regional Communities Manager immediately.
- K. Act responsibly in resolving tenant complaints generated by the work. Written notice of which will progress from the resident to the on–site staff to the Contractor's designated contact. Subsequent dissatisfaction expressed by the affected resident will be addressed by the HACSB, resident, and Contractor until a resolution can be reached. Be advised the HACSB will not pay, rebate, refund, or otherwise compensate a resident who makes a substantiated claim. All claims for damage raised by residents, visitors or guests which can be proven to relate to the work, and is not a result of HACSB's negligence, will be the responsibility of the Contractor to alleviate to the satisfaction of the affected party. HACSB staff shall not serve as a mediator between resident and Contractor. Contractor will be required to mitigate all claims directly with the resident or affected party.
- L. Employ articulate, responsible, conscientious, experienced personnel throughout the duration of the project. The HACSB reserves the rights to require replacement or

reassignment of staff members who do not demonstrate the ability to perform the work in a manner consistent with standard practices.

- M. Employ safe work practices that are consistent with governing agency requirements for the type and location of the work (Cal OSHA, OSHA) at all times throughout the duration of the project. The Contractor will be the sole responsible party for insuring adherence the rules, recommendations and guidelines. The responsibility to insure the same level of safety on the part of subcontractors, consultants or invitees of the Contractor lies solely with the Contractor.
- N. Supply manufacturer product data for each product proposed to be used during the course of the work. Each site will be given a copy of the MSDS information for every product brought on – site for the duration of the work.
- O. Apply all materials in accordance with manufacturer recommended methods.
- P. The Contractor shall possess a valid California C-27 Landscaping CSLB License for the duration of the contract to perform all work in accordance with latest Landscape codes for the County of San Bernardino and local jurisdiction, where applicable, and according to this Scope of Work.
- Q. For public funded projects, the Contractor shall renew their registration with the Department of Industrial Relations (DIR) and submit proof of registration information, including PWCR number on a yearly basis to HACSB.
- R. The Contractor shall provide services in a thorough and workman like manner observing any laws, statues, ordinances, rules, or regulations of any governmental agencies or public authorities and to the satisfaction of the Housing Authority.
- S. The Contractor shall comply with both State and Federal Prevailing Wage requirements.
- T. The Contractor shall charge for services rendered in accordance to the contract's fee schedule.
- U. The Contractor shall provide all labor, equipment, and materials necessary to complete all the necessary work.
- V. Additional services (upon request of the Maintenance Supervisor/Property Manager or Senior Regional Communities Manager): The Senior Regional Communities Manager may need additional services for a specific property. Please provide an attachment to your bid which covers the following items:
 - Cost estimates for main line, timers, and valve repairs or replacements
 - Installation of additional shrubs and plants.
 - Additional single family properties on an as-needed basis
 - Rodent treatment (possums, etc.)
 - Additional repairs/replacement of equipment, plants or services on an as needed basis.

II. Specifications

The Contractor shall provide landscape repair and maintenance to **all properties** associated with housing units (residential) and office buildings (commercial) that include, but not limited to:

Removal of Trash and Debris: Weekly

Contractor shall, prior to beginning service at a site, remove all trash and debris (i.e. papers; cardboard; bottles, broken glass, sticks branches, etc.) from the landscaped and applicable paved areas so that the Contractor's staff may maintain safety and provide service in a professional manner. Contractor shall remove and properly dispose of all clippings, trimmings or cuttings as a result of their work in accordance with local and state regulations. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of

debris related to this project. When using a blower, it is required that landscapers blow debris away from the units when performing services.

Turf: Weekly

During the growing season (spring, summer, and fall) to be mowed and edged **once a week** or as weather conditions allow. However, if weather conditions require a modification to these dates due to warmer, cooler, or wetter weather, the Contractor shall make the appropriate adjustment to the frequency of mowing, with notification to the property manager.

Landscaper shall review areas in need of reseeding and perform the reseeding as needed. (Price shall be included in the monthly contract amount)

Should weather conditions interfere with weekly landscaping schedule, then landscaper shall provide landscaping services to each location the next available day within that week. Contractor shall immediately notify Senior Regional Communities Manager or their designee of the next available date.

Chemicals are not to be used to edge grass. Landscapers utilizing edgers, rotary trimmers or “weed whackers” must not cause any damage to the exterior of buildings, including stucco or paint; as this will be charged to landscaper as damages.

Fertilization will be performed **four times per year**. A balanced fertilizer (16-6-8 w/iron) shall be used **three times** and a high nitrogen formulation (22-0-0) in winter shall be utilized. Broadleaf and pre-emergent weed control once a year. Turf to be aerated as needed to relieve compaction. Replace of mulch as needed to cover any areas that experience erosion.

Note: In reference to fertilization of turf areas, please coordinate with the Property Manager/Maintenance Supervisor **prior** to scheduling this service to verify areas to be fertilized.

Gopher and/or Ground Squirrel control is to be included. Treatment shall be on a monthly cycle and ongoing when evidence is observed.

A California Chemical Applicator License is required to apply Roundup (glyphosate), pre-emergents, pesticides, gopher bait (strychnine) and snail bait (metaldehyde). Chemical operations must be covered by liability insurance. If you will be using these products, your staff will be required to possess the appropriate applicator license and have appropriate liability insurance coverage.

Shrub: Weekly

To be kept neat and clean and in a healthy growing condition at all times. Shrubs are to be pruned monthly for aesthetics or as directed by HACSB and fertilized two times per year with a balanced fertilizer. All chemical applications to control pests are included. The landscaper shall be fully responsible for any replacement of shrubs, which die within 12 months of planting, which shall be at no cost to owner. Also, shrubs should be maintained to ensure that they do not block windows, impede walkways; touch buildings, cooling systems and electric/gas utility meters. Inspect plants for health and adjust watering as needed. Contractor to be responsible for replacement of dead plantings.

Ground Cover: Weekly

To be trimmed neatly, weed free, and kept in a healthy growing condition at all times. Edges to be trimmed straight, height to be controlled as necessary or as directed by owner. Ground cover to be contained in its original design intent and away from any existing shrubs. Ground cover shall be fertilized twice a year with a balanced fertilizer. The landscaper shall be fully responsible for any replacement of ground cover, which dies within 12 months of planting. No cost to owner to be billed.

Tree Trimming: Ongoing / Continuous

All trees and branches twenty feet in height and below are included in the monthly fee (all trees on site). Trees and branches over twenty feet will be charged as extra work and will commence only after owner approval.

Trees will be pruned with horticulturally accepted practices for form and health, which shall be done on a **quarterly basis**.

In addition, the Contractor shall remove or prevent encroachment where it blocks vision or is considered undesirable by the Senior Regional Communities Manager.

Contractor shall Remove low branches, dead limbs, branches and fronds from all trees on an ongoing basis (up to a height of 20 feet) to maintain a clearance for branches overhanging sidewalks, walks, driveway lanes and parking areas, any other public access areas of the properties, and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable. Contractor must trim trees, on an ongoing basis; so that they do not touch the roof, or fascia of buildings.

Irrigation: Ongoing / Continuous

Any repairs caused by Contractor's neglect shall be remedied at no cost to HACSB. All minor sprinkler head and lateral line repairs are included in proposal. Any major repairs for Region/Service Area, repair of irrigation mainline, repair of remote control valves, and repair of automatic controller will be reported to HACSB and completed only after approval. Automatic water system to be tested weekly to insure proper coverage and operation. Programming of automatic water control system is the responsibility of the landscaper, which should reflect changes of climate and plant needs. Landscaper shall set timer(s) to comply with current and future municipal water use restrictions. For example – irrigation only permitted on certain days of week according to odd/even addresses. Other municipalities mandate no watering at all on certain days.

Additionally, Contractor is responsible for making any seasonal adjustments to the automatic watering systems to maintain a healthy growth and water conservation. Contractor shall turn off the automatic watering system during extended rainy conditions. Manual sprinklers shall be the responsibility of the landscaper. To eliminate dead areas, leaks, and to maintain the curb appeal of the properties, it is essential that the irrigation , valves, timers, sprinklers, programming, and any other water control systems on the properties require to be checked on a weekly basis, and adjusted if needed.

Weed Control: Ongoing

Weed spraying with approved herbicide every two weeks in sidewalk cracks and along perimeter fencing (including the exterior sidewalk areas) to prevent growth and to eliminate trip and fall hazards. All fence lines shall be maintained free of weeds, shoots, and saplings.

Specifications for Ontario HCV Office ONLY: (Refer to specifications for descriptions)

Removal of Trash and Debris: Every 2 Weeks

Turf: OMITTED

Shrub: Every 2 Weeks

Ground Cover: OMITTED

Tree Trimming: Ongoing

Irrigation: Ongoing

Weed Control: Ongoing

Specifications for Administration Office ONLY:

Removal of Trash and Debris: Weekly

Turf: Weekly (Please note additional specifications below):

This area shall consist of the lawn and planter areas and front entry and back areas adjacent to the building **only**, due to the fact our corporate property manager (Tri-City) has their own landscaping company who services the parkways and grass areas just adjacent to the parking lot and street.

Shrub: Weekly

Ground Cover: Weekly

Tree Trimming: Ongoing

Irrigation: Ongoing

Weed Control: Ongoing

III. General Specifications – All properties

Inclement Weather:

In the event of inclement weather which will cause the Contractor to miss their regularly scheduled service date, the Contractor shall upon such determination, Contractor shall immediately notify the Senior Regional Communities Manager or their designee of the next available date, which shall be the next clear or dry day, or arrange for an alternate service date.

Seasonal Changes:

Flower changes in April and September included.

Callback Services:

Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, the HACSB shall have the right to declare the Contractor non-performing and shall have the right to terminate the contract without penalty.

Invoice Based On Performance:

Contractor shall not charge HACSB for any missed worked days or weeks etc. HACSB will not approve invoices for work not performed. Appropriate reduction to invoices shall be made for any incomplete portion of services. Details included in Appendix B – Missed Cost of Services Percentage Breakout.

Landscaped Areas:

These shall be generally defined as those areas on HACSB property where grass, lawn shrubs, plants and trees are installed or planted.

Paved Areas:

These shall be generally described as sidewalks, walkways, patios, curbs, parking areas and bumpers immediately adjacent to (meaning, within 30 feet) the landscaped area.

IV. Contract Pricing

- A. Cost shall include all materials, equipment and labor for standard application.
- B. Contractor shall provide rates for: Normal Work Rates, Holiday Rates, and Weekend Rates. Overtime work shall be performed only upon the HACSB's request.
- C. Supplies and materials shall be provided to the HACSB at manufacturer's suggested retail price, less discount. The discount shall be indicated on the BID FORM.

D. The following shall apply to all hourly rate pricing:

- 1. Regular time is defined as the HACSB's normal business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.
- 2. Overtime work shall be performed only upon the HACSB's request by the Property Manager or their designee.
- E. Holiday work shall be performed only upon the HACSB's request. Holidays that qualify for holiday rate billing are as follows:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Independence Day
- A. All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.
- B. If a holiday falls on a day during the week when normal services were to be provided and the Contractor does not perform the service, then the Contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.
- C. The Contractor may be required to have the hours worked certified by HACSB personnel at the job site.
- D. Price Escalation:

After the first contract year (and at the beginning of any ensuing contract year, there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Prevailing Wage Rates or the applicable HUD MWRD. For example if, at the end of the first contract period the listed Prevailing/MWRD wage rates increase 5% as compared with the listed rates on the date of the bid submittal deadline, the Contractor will be entitled to a 5% increase in the labor rates that they submitted in response to the proposal. August 1 will be used for the baseline date to determine the listed wage rate. There shall be no more than one of these adjustments within any 12 month period during the contract. If the responsible governmental agency increases any rate more than once in a 12-month period; an exception may be granted.

V. Invoices

- A. The Contractor shall invoice in accordance to the fee schedule.
- B. The Contractor shall include on every invoice the following:
 - a. Name and address of site,
 - b. Name of requester,
 - c. Work performed,
 - d. Purchase Order number,
 - e. Cost of materials/supplies,
 - f. Total number of labor hours,
 - g. Total number of employees that completed work.
- C. The Contractor shall provide one point of contact for all invoicing.
- D. The Contractor shall provide receipts for materials, supplies, parts and equipment at HACSB's request.
- E. Invoices shall be submitted monthly by location on one invoice after the service has been performed. Each site manages their invoices. Each site to be clearly identified and assigned a unique invoice number with the site address on the invoice.
- F. HACSB is prohibited by HUD to pay for services in advance.

VI. Materials, Equipment, Supplies and Parts

- A. The Contractor shall be responsible for the purchase of all materials, equipment, supplies and parts to provide the needed services. The Contractor shall purchase materials, equipment, supplies and parts that are reasonably priced and equivalent to or better than the existing.
- B. The Contractor shall use materials and equipment that are safe for the environment and safe for the use by the Contractor's employees.

VII. Hourly Rates

- A. The Contractor shall charge only for the time worked on-site.
- B. The Contractor shall have pre-approved email when work needs to be performed after business or emergency hours.

VIII. Holiday Hours:

If a holiday falls on a day during the week when normal services were to be provided and the Contractor does not perform the service, then the contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.

IX. Warranties on Materials, Repairs and Parts

- A. The Contractor shall warranty repair service for not less than 180 days following the date of acceptance of the repair service by the HACSB staff.
- B. The Contractor shall provide copies of all the manufactures warranty to HACSB for materials, equipment and parts.
- C. The Contractor shall correct defect(s) on service repairs and parts within 24 hours at no cost to HACSB.

X. Project Coordinators

- A. The HACSB project coordinator for this project is the Maintenance Supervisor, who can be contacted via telephone numbers, which will be provided to the awarded Contractor(s). Any work at the site shall be scheduled through HACSB at least forty-eight (48) hours in advance of the work.
- B. The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Scope of Work.
- C. The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.
- D. The Contractor's Project Coordinator shall have a cellular telephone, which number shall be provided to HACSB. The Project Manager or Project Coordinator shall establish a routine for communications with HACSB to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by HACSB. When the Contractor or its agents are on the site, the Project Manager shall contact HACSB at least daily to review overall performance, receive special instructions regarding the scope of work or other pertinent items regarding the contract, and the Contractor's performance.
- F. The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, will be provided by the Contractor, at the Contractor's expense.

XI. Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

XII. Work Authorization

- A. The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HACSB. The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

XIII. Site Control

- A. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, HACSB employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
- B. The Contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The Contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance.

- C. At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.
- D. It is the responsibility of the Contractor to remove from the worksite, daily, all debris and to dispose of such properly, pursuant to all applicable (local, State and Federal) codes, laws and regulations. Debris shall not be disposed of in the HACSB dumpsters.

XIV. Day and Time

All services shall be performed on a day and time convenient to the HACSB and which will be firmly established during the negotiations held between the HACSB and the Contractor.

XV. Prevailing Wage Requirements

This contract will be funded with public funds. The bidder shall be responsible for complying with all applicable labor requirements as dictated by the type of contract/project described below:

A. HUD Maintenance Wage Rate Determined (Federal Funds) – Applicable for Affordable Housing Units

When the source of funds are determined to be in whole or partially with federal funds, Federal Labor Standards Provisions (HUD 4010) refer to Exhibit D including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) shall be enforced. The current U.S. Department of Labor prevailing wage determinations are applicable as follows: Residential Projects (property units) – HUD Maintenance Wage Rate Determination of \$12.00 plus fringe benefits of \$.47. Non-Residential Projects (buildings) – HUD Maintenance Wage Rate Determination of \$12.00 plus fringe benefits of \$.47. The applicable DOL General Wage Determination will depend on if the location of the work to be performed is at a residential or non-residential site. These rates are the minimum rates that must be paid to ALL employees performing work in these classifications at the project site(s).

B. California State Prevailing Wage (Public Funds) – Applicable for Authority Owned Properties (AOP) and RAD properties.

For non-residential and residential projects (buildings and property units), Contractor shall pay its employees that perform such work as stated within this RFP at a rate not less than the California State Prevailing Wage for Southern California Determination #SC-LML-2019-1 issued 2/22/2019 for Locality San Bernardino of \$12.00 plus fringe benefits of \$.47. Please refer to Appendix B for the State of California Labor Code for more detail. Regardless of the funding source (federal, state, or local), the Contractor shall comply with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., applicable to this contract, including but not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics. Said rates can be obtained on the website at www.dir.ca.gov. The Contractor and Subcontractor shall also: 1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; 2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; 3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; 4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; 5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; 6) Pay

workers overtime pay; as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; 7) Comply with Section 16101 of these regulations regarding discrimination; 8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5; 9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and 10) Comply with any other applicable requirements imposed by the State of California.

The Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of Davis-Bacon and Related Acts (DBRA) shall be enforced, in addition to all labor requirements of the State of California prevailing wage laws, regulations, codes, as set forth above. When federal and either state or local funds are used and a discrepancy between Federal Regulations and State Law is found to exist, the more stringent of the two shall prevail.

Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The HACSB reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public

Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work

until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

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

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who

is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

XVI. Service Area Locations and Funding

Provide Landscape Services for the various HACSB Authority Owned sites located throughout the County of San Bernardino as identified below:

Scope of Services – Monthly Fee Schedule:

Region 2 – East County:

Maplewood – RAD

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	1738 W. 9th St., San Bernardino, CA 92411 (including admin buildings)	300	\$3,380.00	\$3,447.60
2	740, 744, 748, 752, 754, 756 West 7 th St., San Bernardino, CA 92410	6	\$281.67	\$287.30
3	755, 757, 759, 761, 763, 765 West 8 th St., San Bernardino, CA 92410	6	\$281.67	\$287.30
4	1315 – 1325 N. Davidson Ave., San Bernardino, CA 92411	6	\$281.67	\$287.30
5	630 & 632 N. "J" St., San Bernardino, CA 92410	2	\$281.67	\$287.30
6	1297 & 1299 N. Turrill Ave., San Bernardino, CA 92411	2	\$281.67	\$287.30
7	1077 & 1079 West 11 th St., San Bernardino, CA 92410	2	\$140.83	\$143.65
8	2165 W. Mill St. #1-#10, San Bernardino, CA 92410	10	\$1,126.67	\$1,149.20
9	754 & 756 N. Berkeley St., San Bernardino, CA 92410	2	\$140.83	\$143.65
10	764 & 766 N. Berkeley St., San Bernardino, CA 92410	2	\$140.83	\$143.65
11	774 & 776 N. Berkeley St., San Bernardino, CA 92410	2	\$140.83	\$143.65
12	753 W. Evans St., San Bernardino, CA 92405 #1-#24	24	\$563.33	\$574.60
13	155 & 157 E. King St., San Bernardino, CA 92408	2	\$140.83	\$143.65
14	205, 207, 209, 211 East 2 nd St., San Bernardino, CA 92408	4	\$281.67	\$287.30
15	217, 219, 221, 223, 225, 227 East 4 th St., San Bernardino, CA 92410	6	\$422.50	\$430.95
16	1425 N. Lugo Ave., #1-#8, San Bernardino, CA 92404	8	\$140.83	\$143.65
17	1470 E. Lynwood Dr. #a-#0, San Bernardino, CA 92404	15	\$563.33	\$574.60
18	3964 N. Genevieve St., #1-#4, San Bernardino, CA 92405	4	\$140.83	\$143.65
19	3970 N. Genevieve St., #1-#4, San Bernardino, CA 92405	4	\$140.83	\$143.65
20	4181 N. "E" St., #1-#24, San Bernardino, CA 92407	24	\$563.33	\$574.60
Total		431	\$9,435.83	\$9,624.55

Housing Programs Office

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	672 South Waterman Ave., San Bernardino, CA 92408	NA	\$1,126.67	\$1,149.20

Administration Office

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	715 E. Brier Drive, San Bernardino, CA 92408	N/A	\$1,126.67	\$1,149.20

Canyon Villas

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	2265 Cahuilla St, #1-46, Colton, CA	46	\$563.33	\$574.60

Colton

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	772 Pine St. Colton, CA 92324 (including office & community room)	87	\$2,112.50	\$2,154.75
2	539 E. "B" Street, Colton, CA 92324 (including office)	40	\$422.50	\$430.95
		Total	\$2,535.00	\$2,585.70

Region 4 – High Desert:

Barstow

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	421 South 7th St. Barstow, CA	220	\$4,680.00	\$4,773.60

Victorville

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	13520 Third Ave. Victorville, CA	168	\$1,950.00	\$1,989.00
		Total:	\$6,630.00	\$6,762.60

Total for Both Barstow and Victorville Properties

Other Services

			Yr1 2020-21	Yr2 2021-22
1	Hourly Rate		\$40.00	\$42.00
2	Emergency Rate		\$50.00	\$52.00

Exhibit B
GENERAL CONDITIONS FOR NON-CONSTRUCTION WORK
(HUD – 5370-C)

Document on Following Page

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (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.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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.

22. 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.

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
 - d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.
 - e. **Non-routine maintenance** means duties or tasks that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.
4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
 - a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
 - b. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
 - c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return

them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.

8. **INSPECTION, ACCEPTANCE AND REJECTION:**

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
- b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
- c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
- e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. **SAMPLES:**

- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
- b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction

codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. Commercial General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.
- d. Worker's Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than One Million and No/100 Dollars (\$1,000,000) per accident or disease, which covers all employees of the Contractor and each and every contractor.

14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

- a. Acts of God or of the public enemy, and

- b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. TAXES: HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
- b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
 - ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
- d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or

software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.

- e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
 - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. **COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all “construction contracts and related subcontracts in excess of \$2000,” which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.
- HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor’s payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor’s books and records, and interview Contractor’s employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
27. **NONDISCRIMINATION CLAUSE:**
- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government

Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
- 29. DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
- 30. RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.
- 31. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 32. CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 33. ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

34. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
35. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
36. **DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

Exhibit D
Federal Labor Standards Provisions (HUD 4010)

Document on Following Page

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit E

Work Authorization

Schedule Dates:

Start Date: May 1, 2020

Completion Date: April 30, 2022

Total Contract Cost: \$519,160.00 and per Fee Schedule Located in Exhibit A

.

Schedule Requirements – Statement of Work (“Exhibit A”)

General Conditions for Non-construction work (“Exhibit B”)

Additional General Provisions (“Exhibit C”)

Federal Labor Standards Provisions (HUD 4010) (Exhibit D)

Work Authorization (“Exhibit E”)

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") (PC1152) is made as of the **1st day of May 2020** ("Effective Date") by and between **Priority Landscape Services LLC ("Contractor")**, and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. Statement of Work. Contractor shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit "A", attached hereto and incorporated herein by reference ("Work"). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Contract Documents. This Agreement incorporates by reference all of the following documents ("Contract Documents"):

1. General Conditions for Non-Construction Contracts Section I – (with or without Maintenance Work) (Form HUD 5370 C1 and C2), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Federal Labor Standards Provisions (HUD form 4010), attached hereto as Exhibit "D" and incorporated herein by reference.
4. Work Authorization, attached hereto as Exhibit "E" and incorporated herein by reference.
5. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U. S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

ARTICLE 3 Term; Time of Completion. Contractor shall commence work under this Agreement for a **two (2) year base period** beginning on **May 1, 2020** and expiring on **April 30, 2022** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the Agreement in accordance with contract provisions in Article 19. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "E", attached hereto and incorporated herein by reference ("Work Authorization"). **HACSB shall have the option to extend the Agreement for up to an additional three single year options.** The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **May 1, 2022** and expire no later than **April 30, 2025**. Following issuance of a Work Authorization, Contractor shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

ARTICLE 4. Price. Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **\$311,501.00** for the provision of work per the fee schedule **for the two (2) year base contract period.** Details defined in Exhibit A – Scope of Services – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

ARTICLE 5. Performance of Work. Contractor shall perform its duties on premises approved by HACSB, during HACSB's regular work days and normal work hours and warrants that it shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the Work performed by Contractor and may, in its discretion, reject the Work, or any part thereof, as set forth in the Additional Provisions. In the event HACSB rejects any or all of the Work, at HACSB's election: (a) Contractor shall promptly correct any such deficiencies in the Work, or (b) the deficient Work shall be stricken from this Agreement and Contractor shall not be paid for such portion of the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of Contractor or its subcontractors who is determined by HACSB to be uncooperative, incompetent, a threat to the adequate or timely completion of the Work, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Work in a manner acceptable to HACSB, shall be promptly removed from the Work by the Contractor and shall not be re-employed to perform any of the Work under this Agreement.

ARTICLE 6. HACSB's Right to Stop Work. HACSB has the right to require Contractor to stop or suspend Work pursuant to the "Stop Work" provisions of the Additional Provisions.

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

ARTICLE 8. Limit of Engagement. This Agreement does not and shall not be construed to create any partnership or agency whatsoever. Contractor shall not be deemed to be a partner, joint venturer, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, HACSB or corporations affiliated with HACSB, other than as expressly herein provided. HACSB retains Contractor on an independent contractor basis and Contractor is not an employee of HACSB. Any additional personnel performing Work under this Agreement on behalf of Contractor shall not be employees of HACSB and shall at all times be under Contractor's exclusive direction and control.

ARTICLE 9. Responsibilities of HACSB. If information, data, or documentation necessary to facilitate Contractor's performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. It is Contractor's responsibility to determine if any such information is necessary in order to perform its obligations hereunder and to request such information from HACSB in a sufficient amount of time in order for Contractor to perform the Work hereunder.

ARTICLE 10. Additional Work.

- a. In the event that the parties mutually agree that additional and further work beyond that specified in the Statement of Work ("Additional Work") is required to be performed by Contractor, such Additional Work shall be memorialized in a Work Authorization executed by HACSB and Contractor. The Work Authorization shall include and specifically identify the types of services required to perform as part of the Additional Work, all significant material to be delivered to HACSB, the time schedule for completion of the Additional Work, and the price for such Additional Work.
- b. Nothing herein shall obligate HACSB to utilize Contractor to perform the Additional Work or in any way limit HACSB's rights to utilize third parties to perform or assist in performing the Additional Work. In no event shall Contractor commence performance of the Additional Work until it has received written consent executed by a duly authorized representative of HACSB.
- c. In the event that HACSB provides a Work Authorization for Additional Work, all of the terms and conditions of this Agreement shall apply to the performance of such Additional Work.

ARTICLE 11. Contractor's Obligation to Stop Work. Personnel resources will not be expended (at a cost to HACSB) on task accomplishment in excess of the schedule requirements set forth in "Exhibit A" unless the procedure below is followed:

- a. If, in the performance of the Work, Contractor determines that the Work to be performed under this Agreement cannot be accomplished within the estimated work hours, Contractor will immediately notify HACSB in writing of Contractor's estimate of the work hours which will be required to complete the Work. Upon receipt of such notification, HACSB may:
 - i. Authorize Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or
 - ii. Terminate this Agreement; or
 - iii. Alter the scope of the Work in order to define tasks that can be accomplished within the remaining estimated work hours.
- b. HACSB will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours or services, as memorialized in a Work Authorization signed by Contractor and HACSB. In the event that HACSB fails to notify Contractor within such seven (7) calendar day period, Contractor shall provide a second notice to HACSB requesting a determination. Contractor shall not proceed with the Work until such time as HACSB has made an election as to how it wishes to proceed, and a Work Authorization has been approved.

ARTICLE 12. Invoicing and Payment for Services. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to HACSB of identified Deliverables (as defined in the Statement of Work), Contractor may submit periodically to HACSB invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

- a. The number of Deliverables provided to HACSB divided by the total number of Deliverables required to be delivered to HACSB, less a ten percent (10%) withhold, less any amounts previously invoiced; or

- b. The number of work-hours expended by Contractor in the performance of the Work divided by the number of work hours scheduled for the Work, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- c. For those Milestones which do not involve delivery to HACSB of identified Deliverables, but which are of a continuing nature, Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- d. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to HACSB, may be submitted for payment.
- e. In the event that Additional Work is performed pursuant to a Work Authorization, such Additional Work shall be paid by HACSB according to the same procedure set forth above with respect to the Work, unless a different method for payment is specified in such Work Authorization.
- f. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to HACSB.
- g. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the Agreement Price, with the balance to be invoiced upon completion of the Agreement, in accordance with the acceptance criteria set forth herein.
- h. No charge for transportation, delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Statement of Work or Work Authorization.

ARTICLE 13. Return of HACSB Property. All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor's notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB's prior written authorization.

ARTICLE 14. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

ARTICLE 15. Indemnity; Hold Harmless. Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or

demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against HACSB or its officers, employees, and agents in any such suit, action or other legal proceeding.

ARTICLE 16. Compliance with Contract Documents. Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control. Contractor shall also comply with all agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement, provided that in the case of a conflict between the foregoing and the Contract Documents and this Agreement, the Contract Documents and this Agreement shall control.

ARTICLE 17. Assignment. Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB. This Agreement shall be binding on the successors and assigns of the parties.

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

- a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.
- c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

ARTICLE 19. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-C section 1 page 1). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor's obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence

performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 20. No Waiver. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

ARTICLE 21. Modification. This written Agreement may not be later modified except by a further writing signed by HACSB and Contractor and no term of this Agreement may be waived, except by writing signed by the party waiving the benefit of such term. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 22. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested. ***All notices sent pursuant to this Agreement shall be addressed as follows:***

If to HACSB:

Angie Lardapide, Procurement and Contracts Supervisor
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
alardapide@hacsb.com

If to Contractor:

Michael Rocha, Operations Manager
Priority Landscape Services LLC
521 Mercury Lane
Brea, CA 92821
michael@priorityservices.net

Notices will be deemed effective upon receipt or rejection only.

ARTICLE 23. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the Agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 24. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 25. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 26. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 27. Counterparts. This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

ARTICLE 28. Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"). Contractor shall forfeit to HACSB as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any subcontractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Work are not subject to the Eight-Hour Law.

ARTICLE 29. Subcontracting. Contractor shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without prior written approval of HACSB. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

ARTICLE 30. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

ARTICLE 31. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

ARTICLE 32. No Third Party Beneficiaries. Except as expressly stated herein or in the Contract Documents, there are no intended third party beneficiaries of any right or obligation assumed by the parties.

[END – SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)
PC1152 – Landscape Services

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective

Date: _____

Priority Landscape Services LLC

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit A – Scope of Work

I. General Requirements

- A. The Contractor shall furnish all labor, equipment, tools, parts, materials, supplies, consultants, and sub-consultants and necessary appurtenances required to perform the work required.
- B. Identify a project manager, foreperson, supervisor or lead person (ENGLISH SPEAKING) for each REGION/SERVICE AREA who is empowered to enact orders relative to the services contained in the RFP at all times throughout the Contract period. Cellular phone contact information and a brief description of the individual's experience are strongly recommended. HACSB reserves the right to require replacement of an individual whose skills, experience, behavior or methods prove to be deficient in any significant way that threatens the success of the project.
- C. Provide a schedule of performance for each location including start time and anticipated completion time each service day. Update this information as needed with the HACSB staff at the communities.
- D. Strictly comply with the written scope of work proposed for each location.
- E. Understand that HACSB is not responsible for lost, stolen, damaged or destroyed material or equipment belonging to the successful offeror while in route or on HACSB property.
- F. Possess all required licenses, certifications and insurance coverage's to meet the requirements of the General Conditions and local governments. Including but not limited to City business licenses, L&I coverage, Applicator's Licenses, and Driver Licenses.
- G. Immediately remove from the property any equipment or material which pose a risk of injury or illness to residents, staff, or property. Including chemicals not permitted by Law, equipment that is faulty, leaking gas or oil, or dangerous due to missing guards or components.
- H. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of debris related to this project. It is essential that debris is blown away from units.
- I. Perform all proposed tasks in an orderly, professional and safe manner. Take care when working around resident's belongings, patios, vehicles and property equipment and features.
NOTE: Properties are NON-SMOKING Communities. All personnel are prohibited from smoking anywhere on the property, including vehicles.
- J. Report accidental damages caused by the work to the HACSB Senior Regional Communities Manager immediately.
- K. Act responsibly in resolving tenant complaints generated by the work. Written notice of which will progress from the resident to the on–site staff to the Contractor's designated contact. Subsequent dissatisfaction expressed by the affected resident will be addressed by the HACSB, resident, and Contractor until a resolution can be reached. Be advised the HACSB will not pay, rebate, refund, or otherwise compensate a resident who makes a substantiated claim. All claims for damage raised by residents, visitors or guests which can be proven to relate to the work, and is not a result of HACSB's negligence, will be the responsibility of the Contractor to alleviate to the satisfaction of the affected party. HACSB staff shall not serve as a mediator between resident and Contractor. Contractor will be required to mitigate all claims directly with the resident or affected party.
- L. Employ articulate, responsible, conscientious, experienced personnel throughout the duration of the project. The HACSB reserves the rights to require replacement or

reassignment of staff members who do not demonstrate the ability to perform the work in a manner consistent with standard practices.

- M. Employ safe work practices that are consistent with governing agency requirements for the type and location of the work (Cal OSHA, OSHA) at all times throughout the duration of the project. The Contractor will be the sole responsible party for insuring adherence the rules, recommendations and guidelines. The responsibility to insure the same level of safety on the part of subcontractors, consultants or invitees of the Contractor lies solely with the Contractor.
- N. Supply manufacturer product data for each product proposed to be used during the course of the work. Each site will be given a copy of the MSDS information for every product brought on – site for the duration of the work.
- O. Apply all materials in accordance with manufacturer recommended methods.
- P. The Contractor shall possess a valid California C-27 Landscaping CSLB License for the duration of the contract to perform all work in accordance with latest Landscape codes for the County of San Bernardino and local jurisdiction, where applicable, and according to this Scope of Work.
- Q. For public funded projects, the Contractor shall renew their registration with the Department of Industrial Relations (DIR) and submit proof of registration information, including PWCR number on a yearly basis to HACSB.
- R. The Contractor shall provide services in a thorough and workman like manner observing any laws, statues, ordinances, rules, or regulations of any governmental agencies or public authorities and to the satisfaction of the Housing Authority.
- S. The Contractor shall comply with both State and Federal Prevailing Wage requirements.
- T. The Contractor shall charge for services rendered in accordance to the contract's fee schedule.
- U. The Contractor shall provide all labor, equipment, and materials necessary to complete all the necessary work.
- V. Additional services (upon request of the Maintenance Supervisor/Property Manager or Senior Regional Communities Manager): The Senior Regional Communities Manager may need additional services for a specific property. Please provide an attachment to your bid which covers the following items:
 - Cost estimates for main line, timers, and valve repairs or replacements
 - Installation of additional shrubs and plants.
 - Additional single family properties on an as-needed basis
 - Rodent treatment (possums, etc.)
 - Additional repairs/replacement of equipment, plants or services on an as needed basis.

II. Specifications

The Contractor shall provide landscape repair and maintenance to **all properties** associated with housing units (residential) and office buildings (commercial) that include, but not limited to:

Removal of Trash and Debris: Weekly

Contractor shall, prior to beginning service at a site, remove all trash and debris (i.e. papers; cardboard; bottles, broken glass, sticks branches, etc.) from the landscaped and applicable paved areas so that the Contractor's staff may maintain safety and provide service in a professional manner. Contractor shall remove and properly dispose of all clippings, trimmings or cuttings as a result of their work in accordance with local and state regulations. Remove all debris generated by the work from the property at the end of the service day. On – site dumpsters and trash bins are not to be used to dispose of

debris related to this project. When using a blower, it is required that landscapers blow debris away from the units when performing services.

Turf: Weekly

During the growing season (spring, summer, and fall) to be mowed and edged **once a week** or as weather conditions allow. However, if weather conditions require a modification to these dates due to warmer, cooler, or wetter weather, the Contractor shall make the appropriate adjustment to the frequency of mowing, with notification to the property manager.

Landscaper shall review areas in need of reseeding and perform the reseeding as needed. (Price shall be included in the monthly contract amount)

Should weather conditions interfere with weekly landscaping schedule, then landscaper shall provide landscaping services to each location the next available day within that week. Contractor shall immediately notify Senior Regional Communities Manager or their designee of the next available date.

Chemicals are not to be used to edge grass. Landscapers utilizing edgers, rotary trimmers or “weed whackers” must not cause any damage to the exterior of buildings, including stucco or paint; as this will be charged to landscaper as damages.

Fertilization will be performed **four times per year**. A balanced fertilizer (16-6-8 w/iron) shall be used **three times** and a high nitrogen formulation (22-0-0) in winter shall be utilized. Broadleaf and pre-emergent weed control once a year. Turf to be aerated as needed to relieve compaction. Replace of mulch as needed to cover any areas that experience erosion.

Note: In reference to fertilization of turf areas, please coordinate with the Property Manager/Maintenance Supervisor **prior** to scheduling this service to verify areas to be fertilized.

Gopher and/or Ground Squirrel control is to be included. Treatment shall be on a monthly cycle and ongoing when evidence is observed.

A California Chemical Applicator License is required to apply Roundup (glyphosate), pre-emergents, pesticides, gopher bait (strychnine) and snail bait (metaldehyde). Chemical operations must be covered by liability insurance. If you will be using these products, your staff will be required to possess the appropriate applicator license and have appropriate liability insurance coverage.

Shrub: Weekly

To be kept neat and clean and in a healthy growing condition at all times. Shrubs are to be pruned monthly for aesthetics or as directed by HACSB and fertilized two times per year with a balanced fertilizer. All chemical applications to control pests are included. The landscaper shall be fully responsible for any replacement of shrubs, which die within 12 months of planting, which shall be at no cost to owner. Also, shrubs should be maintained to ensure that they do not block windows, impede walkways; touch buildings, cooling systems and electric/gas utility meters. Inspect plants for health and adjust watering as needed. Contractor to be responsible for replacement of dead plantings.

Ground Cover: Weekly

To be trimmed neatly, weed free, and kept in a healthy growing condition at all times. Edges to be trimmed straight, height to be controlled as necessary or as directed by owner. Ground cover to be contained in its original design intent and away from any existing shrubs. Ground cover shall be fertilized twice a year with a balanced fertilizer. The landscaper shall be fully responsible for any replacement of ground cover, which dies within 12 months of planting. No cost to owner to be billed.

Tree Trimming: Ongoing / Continuous

All trees and branches twenty feet in height and below are included in the monthly fee (all trees on site). Trees and branches over twenty feet will be charged as extra work and will commence only after owner approval.

Trees will be pruned with horticulturally accepted practices for form and health, which shall be done on a **quarterly basis**.

In addition, the Contractor shall remove or prevent encroachment where it blocks vision or is considered undesirable by the Senior Regional Communities Manager.

Contractor shall Remove low branches, dead limbs, branches and fronds from all trees on an ongoing basis (up to a height of 20 feet) to maintain a clearance for branches overhanging sidewalks, walks, driveway lanes and parking areas, any other public access areas of the properties, and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable. Contractor must trim trees, on an ongoing basis; so that they do not touch the roof, or fascia of buildings.

Irrigation: Ongoing / Continuous

Any repairs caused by Contractor's neglect shall be remedied at no cost to HACSB. All minor sprinkler head and lateral line repairs are included in proposal. Any major repairs for Region/Service Area, repair of irrigation mainline, repair of remote control valves, and repair of automatic controller will be reported to HACSB and completed only after approval. Automatic water system to be tested weekly to insure proper coverage and operation. Programming of automatic water control system is the responsibility of the landscaper, which should reflect changes of climate and plant needs. Landscaper shall set timer(s) to comply with current and future municipal water use restrictions. For example – irrigation only permitted on certain days of week according to odd/even addresses. Other municipalities mandate no watering at all on certain days.

Additionally, Contractor is responsible for making any seasonal adjustments to the automatic watering systems to maintain a healthy growth and water conservation. Contractor shall turn off the automatic watering system during extended rainy conditions. Manual sprinklers shall be the responsibility of the landscaper. To eliminate dead areas, leaks, and to maintain the curb appeal of the properties, it is essential that the irrigation , valves, timers, sprinklers, programming, and any other water control systems on the properties require to be checked on a weekly basis, and adjusted if needed.

Weed Control: Ongoing

Weed spraying with approved herbicide every two weeks in sidewalk cracks and along perimeter fencing (including the exterior sidewalk areas) to prevent growth and to eliminate trip and fall hazards. All fence lines shall be maintained free of weeds, shoots, and saplings.

Specifications for Ontario HCV Office ONLY: (Refer to specifications for descriptions)

Removal of Trash and Debris: Every 2 Weeks

Turf: OMITTED

Shrub: Every 2 Weeks

Ground Cover: OMITTED

Tree Trimming: Ongoing

Irrigation: Ongoing

Weed Control: Ongoing

Specifications for Administration Office ONLY:

Removal of Trash and Debris: Weekly

Turf: Weekly (Please note additional specifications below):

This area shall consist of the lawn and planter areas and front entry and back areas adjacent to the building **only**, due to the fact our corporate property manager (Tri-City) has their own landscaping company who services the parkways and grass areas just adjacent to the parking lot and street.

Shrub: Weekly

Ground Cover: Weekly

Tree Trimming: Ongoing

Irrigation: Ongoing

Weed Control: Ongoing

III. General Specifications – All properties

Inclement Weather:

In the event of inclement weather which will cause the Contractor to miss their regularly scheduled service date, the Contractor shall upon such determination, Contractor shall immediately notify the Senior Regional Communities Manager or their designee of the next available date, which shall be the next clear or dry day, or arrange for an alternate service date.

Seasonal Changes:

Flower changes in April and September included.

Callback Services:

Contractor shall return to work site after being notified of any deficient conditions. If two callbacks occur during a one-month period or if a total of five such callbacks occur during the contract period, the HACSB shall have the right to declare the Contractor non-performing and shall have the right to terminate the contract without penalty.

Invoice Based On Performance:

Contractor shall not charge HACSB for any missed worked days or weeks etc. HACSB will not approve invoices for work not performed. Appropriate reduction to invoices shall be made for any incomplete portion of services. Details included in Appendix B – Missed Cost of Services Percentage Breakout.

Landscaped Areas:

These shall be generally defined as those areas on HACSB property where grass, lawn shrubs, plants and trees are installed or planted.

Paved Areas:

These shall be generally described as sidewalks, walkways, patios, curbs, parking areas and bumpers immediately adjacent to (meaning, within 30 feet) the landscaped area.

IV. Contract Pricing

- A. Cost shall include all materials, equipment and labor for standard application.
- B. Contractor shall provide rates for: Normal Work Rates, Holiday Rates, and Weekend Rates. Overtime work shall be performed only upon the HACSB's request.
- C. Supplies and materials shall be provided to the HACSB at manufacturer's suggested retail price, less discount. The discount shall be indicated on the BID FORM.

D. The following shall apply to all hourly rate pricing:

- 1. Regular time is defined as the HACSB's normal business hours, 7:30 a.m. to 4:30 p.m., Monday through Friday.
- 2. Overtime work shall be performed only upon the HACSB's request by the Property Manager or their designee.
- E. Holiday work shall be performed only upon the HACSB's request. Holidays that qualify for holiday rate billing are as follows:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Independence Day
- A. All hourly rates quoted "must include" overhead, profit, travel and all administrative costs. Trip charges are not permitted under this contract.
- B. If a holiday falls on a day during the week when normal services were to be provided and the Contractor does not perform the service, then the Contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.
- C. The Contractor may be required to have the hours worked certified by HACSB personnel at the job site.
- D. Price Escalation:

After the first contract year (and at the beginning of any ensuing contract year, there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Prevailing Wage Rates or the applicable HUD MWRD. For example if, at the end of the first contract period the listed Prevailing/MWRD wage rates increase 5% as compared with the listed rates on the date of the bid submittal deadline, the Contractor will be entitled to a 5% increase in the labor rates that they submitted in response to the proposal. August 1 will be used for the baseline date to determine the listed wage rate. There shall be no more than one of these adjustments within any 12 month period during the contract. If the responsible governmental agency increases any rate more than once in a 12-month period; an exception may be granted.

V. Invoices

- A. The Contractor shall invoice in accordance to the fee schedule.
- B. The Contractor shall include on every invoice the following:
 - a. Name and address of site,
 - b. Name of requester,
 - c. Work performed,
 - d. Purchase Order number,
 - e. Cost of materials/supplies,
 - f. Total number of labor hours,
 - g. Total number of employees that completed work.
- C. The Contractor shall provide one point of contact for all invoicing.
- D. The Contractor shall provide receipts for materials, supplies, parts and equipment at HACSB's request.
- E. Invoices shall be submitted monthly by location on one invoice after the service has been performed. Each site manages their invoices. Each site to be clearly identified and assigned a unique invoice number with the site address on the invoice.
- F. HACSB is prohibited by HUD to pay for services in advance.

VI. Materials, Equipment, Supplies and Parts

- A. The Contractor shall be responsible for the purchase of all materials, equipment, supplies and parts to provide the needed services. The Contractor shall purchase materials, equipment, supplies and parts that are reasonably priced and equivalent to or better than the existing.
- B. The Contractor shall use materials and equipment that are safe for the environment and safe for the use by the Contractor's employees.

VII. Hourly Rates

- A. The Contractor shall charge only for the time worked on-site.
- B. The Contractor shall have pre-approved email when work needs to be performed after business or emergency hours.

VIII. Holiday Hours:

If a holiday falls on a day during the week when normal services were to be provided and the Contractor does not perform the service, then the contractor will be required to reschedule the service to be completed on another day that same week, or make arrangements with the Senior Regional Communities Manager to make up for the missed day that services were to be provided.

IX. Warranties on Materials, Repairs and Parts

- A. The Contractor shall warranty repair service for not less than 180 days following the date of acceptance of the repair service by the HACSB staff.
- B. The Contractor shall provide copies of all the manufactures warranty to HACSB for materials, equipment and parts.
- C. The Contractor shall correct defect(s) on service repairs and parts within 24 hours at no cost to HACSB.

X. Project Coordinators

- A. The HACSB project coordinator for this project is the Maintenance Supervisor, who can be contacted via telephone numbers, which will be provided to the awarded Contractor(s). Any work at the site shall be scheduled through HACSB at least forty-eight (48) hours in advance of the work.
- B. The Contractor shall provide a full-time Supervisor with 5 years of experience in managing projects of similar size and scope as contained in this Scope of Work.
- C. The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail and must be able to communicate effectively.
- D. The Contractor's Project Coordinator shall have a cellular telephone, which number shall be provided to HACSB. The Project Manager or Project Coordinator shall establish a routine for communications with HACSB to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by HACSB. When the Contractor or its agents are on the site, the Project Manager shall contact HACSB at least daily to review overall performance, receive special instructions regarding the scope of work or other pertinent items regarding the contract, and the Contractor's performance.
- F. The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name. All uniforms, will be provided by the Contractor, at the Contractor's expense.

XI. Training

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

XII. Work Authorization

- A. The Contractor shall be required to visit the potential job site and submit a written quotation prior to the authorization of work, at no additional charge to the HACSB. The quotation shall be provided within" three (3) business days" of the original request, and shall include a detailed summary in accordance with the contract rates. If the quotation is accepted and the work performed, the Contractor's invoice shall not exceed the quoted amount unless previously authorized by the Property Manager or their designee.

XIII. Site Control

- A. Any areas being worked in shall be secured from public access, clearly marked, and barricaded, if necessary. At all times, work shall not interfere with ingress or egress of the building or normal operations by tenants, HACSB employees or vehicles. All surrounding surfaces and vegetation shall be protected from contact with any materials used in this project.
- B. The Contractor is solely responsible for damage to surrounding surfaces, facilities, vegetation, vehicles, or persons caused by its materials, equipment, workers, or agents. The Contractor shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of this project. No materials or equipment shall be left on the site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance.

- C. At the completion of work, remove all materials, supplies, debris and rubbish and leave each area in a clean, acceptable condition.
- D. It is the responsibility of the Contractor to remove from the worksite, daily, all debris and to dispose of such properly, pursuant to all applicable (local, State and Federal) codes, laws and regulations. Debris shall not be disposed of in the HACSB dumpsters.

XIV. Day and Time

All services shall be performed on a day and time convenient to the HACSB and which will be firmly established during the negotiations held between the HACSB and the Contractor.

XV. Prevailing Wage Requirements

This contract will be funded with public funds. The bidder shall be responsible for complying with all applicable labor requirements as dictated by the type of contract/project described below:

A. HUD Maintenance Wage Rate Determined (Federal Funds) – Applicable for Affordable Housing Units

When the source of funds are determined to be in whole or partially with federal funds, Federal Labor Standards Provisions (HUD 4010) refer to Exhibit D, including prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) shall be enforced. The current U.S. Department of Labor prevailing wage determinations are applicable as follows: Residential Projects (property units) – HUD Maintenance Wage Rate Determination of \$12.00 plus fringe benefits of \$.47. Non-Residential Projects (buildings) – HUD Maintenance Wage Rate Determination of \$12.00 plus fringe benefits of \$.47. The applicable DOL General Wage Determination will depend on if the location of the work to be performed is at a residential or non-residential site. These rates are the minimum rates that must be paid to ALL employees performing work in these classifications at the project site(s).

B. California State Prevailing Wage (Public Funds) – Applicable for Authority Owned Properties (AOP) and RAD properties.

For non-residential and residential projects (buildings and property units), Contractor shall pay its employees that perform such work as stated within this RFP at a rate not less than the California State Prevailing Wage for Southern California Determination #SC-LML-2019-1 issued 2/22/2019 for Locality San Bernardino of \$12.00 plus fringe benefits of \$.47. Please refer to Appendix B for the State of California Labor Code for more detail. Regardless of the funding source (federal, state, or local), the Contractor shall comply with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc., applicable to this contract, including but not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics. Said rates can be obtained on the website at www.dir.ca.gov. The Contractor and Subcontractor shall also: 1) Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774; 2) Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites; 3) Provide workers' compensation coverage as set forth in Labor Code Section 1861; 4) Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee; 5) Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776; 6) Pay workers overtime pay; as set forth in Labor Code Section 1815 or as provided in the

collective bargaining agreement adopted by the DIR Director as set forth in CCR's Section 16200; 7) Comply with Section 16101 of these regulations regarding discrimination; 8) Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5; 9) Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and 10) Comply with any other applicable requirements imposed by the State of California.

The Federal Labor Standards Provisions (HUD 4010), including prevailing wage requirements of Davis-Bacon and Related Acts (DBRA) shall be enforced, in addition to all labor requirements of the State of California prevailing wage laws, regulations, codes, as set forth above. When federal and either state or local funds are used and a discrepancy between Federal Regulations and State Law is found to exist, the more stringent of the two shall prevail.

Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The HACSB reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject

to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an

additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

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

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

- (i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.
- (ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.
- (3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.
- (4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.
- (k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.
- (l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.
- (m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

- "a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:
 - (1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 - (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.
 - (3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:
 - (A) At least monthly or more frequently if specified in the contract with the awarding body.
 - (B) In a format prescribed by the Labor Commissioner.
 - (4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.
 - (5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.
- (b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:
 - (1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed

exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016."

XVI. Service Area Locations and Funding

Provide Landscape Services for the various HACSB Authority Owned sites located throughout the County of San Bernardino as identified below:

Scope of Services – Monthly Fee Schedule:

Region 1 – West County:

Las Palmas

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	8980 Dale St., #1A-#3D, Fontana, CA	16	\$740.00	\$799.17

Kingsley Patio

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	10302 - 10399 Poulson Ct., Montclair, CA	34	\$1,175.00	\$1,268.75

Ontario Housing Choice Voucher Office

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	424 N. Lemon Ave., Ontario, CA 91764	NA	\$175.00	\$189.17

Chino RAD Units

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	13088 Monte Vista, Chino, CA (including office & shop)	52	\$1,800.00	\$1,943.75

Upland

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	1200 N. Campus, Upland, CA (Los Olivos) (including 3 admin buildings)	101	\$2,350.00	\$2,538.00

Region 3 – East County:

Mentone

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	1232 Crafton Ave #A1-C10, Mentone, CA	34	\$900.00	\$970.83

Yucaipa Crest

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	12385 6th St. #101-923, Yucaipa, CA	45	\$1,100.00	\$1,187.50

Yucaipa Terrace

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	12435 6th St. #101-1005, Yucaipa, CA	51	\$1,250.00	\$1,350.00

Redlands – RAD

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	1034 Glen Court, Redlands, CA 92374	75	\$1,850.00	\$1,998.33

Redlands

Location #	Address	# of Units	Yr1 2020-21	Yr2 2021-22
1	26022 E. 9 th St., Highland, CA 92410	12	\$365.00	\$394.17
2	821 Sun, Redlands, CA 92374	4	\$325.00	\$351.25
3	34192 Cherry Tree Lane, Yucaipa, CA 92399	Lot	\$450.00	\$487.50
Total		16	\$1,140.00	\$1,232.92

Other Services

			Yr1 2020-21	Yr2 2021-22
1	Hourly Rate		\$30.00	\$32.50
2	Emergency Rate		\$55.00	\$60.00

Exhibit B
GENERAL CONDITIONS FOR NON-CONSTRUCTION WORK
(HUD – 5370-C)

Document on Following Page

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (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.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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.

22. 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.

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
 - d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.
 - e. **Non-routine maintenance** means duties or tasks that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.
4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
 - a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
 - b. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
 - c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.
8. **INSPECTION, ACCEPTANCE AND REJECTION:**
- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
 - b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
 - c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
 - e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.
9. **SAMPLES:**
- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
 - b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.
- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
 - b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.
11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.
12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. Commercial General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured on any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.
- d. Worker's Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than One Million and No/100 Dollars (\$1,000,000) per accident or disease, which covers all employees of the Contractor and each and every contractor.

14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

- a. Acts of God or of the public enemy, and
- b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. TAXES: HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
- b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
 - ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
- d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof,

without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.

- e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
 - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 23. COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by

Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.

26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. **NONDISCRIMINATION CLAUSE:**

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued

against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.
31. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
32. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
33. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
34. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
35. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

36. **DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

Exhibit D
Federal Labor Standards Provisions (HUD 4010)

Document on Following Page

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit E

Work Authorization

Schedule Dates:

Start Date: May 1, 2020

Completion Date: April 30, 2022

Total Contract Cost: \$311,501.00 and per Fee Schedule Located in Exhibit A

.

Schedule Requirements – Statement of Work (“Exhibit A”)

General Conditions for Non-construction work (“Exhibit B”)

Additional General Provisions (“Exhibit C”)

Federal Labor Standards Provisions (HUD 4010) (“Exhibit D”)

Work Authorization (“Exhibit E”)

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

March 10, 2020

FROM

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

SUBJECT

Contract Amendment with Applied Real Estate Analysis, Inc. for the Review of Existing Local Rental Housing Submarkets.

RECOMMENDATION(S)

1. Approve Amendment No. 3 to Contract No. PC990 with Applied Real Estate Analysis, Inc. for local rental housing submarket analysis services increasing the current contract amount by \$31,118 for a total contract amount not to exceed \$122,986.70.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Applied Real Estate Analysis, Inc., and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.

HACSB residents live in safe and desirable homes and communities where they can develop and prosper.

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

This contract amendment is not expected to exceed \$122,986.70 for the one year option period through February 22, 2021, which is included within the Housing Authority of the County of San Bernardino (HACSB) approved budget.

BACKGROUND INFORMATION

In 2011, through its Moving to Work (MTW) flexibilities, HACSB implemented the Local Payment Standards activity. The activity allows HACSB to conduct a market assessment to identify local rental submarkets and to implement Local Payment Standards for those submarket areas in lieu of the United States Department of Housing and Urban Development's (HUD) prescribed Fair Market Rents, which too broadly compare both San Bernardino and Riverside Counties. A third party conducted a market assessment of the County and identified nine local rental submarkets and the corresponding market rents. The Local Payment Standards are reviewed and updated annually.

On February 13, 2018, the San Bernardino County Housing Commission approved a contract with Applied Real Estate Analysis, Inc. (AREA, Inc.) for review of the existing local submarkets and Local Payment Standards. The original contract included a two-year base period with the option to exercise up to three one-year extensions. Staff is recommending approval to authorize the Executive Director to execute this proposed amendment to increase the contract amount for AREA, Inc. to perform the annual update of the Local Payment Standards. No change to the

scope of work is requested. AREA, Inc. will provide a written report of findings and any recommended changes.

PROCUREMENT

HACSB previously issued a Request for Proposal (RFP) PC990 on November 30, 2017, which resulted in the receipt of two proposals. Proposals were evaluated per the requirements of the RFP in which Applied Real Estate Analysis, Inc. was the most qualified and most responsive vendor selected to provide these services to the HACSB.

The attached proposed amended contract includes information on all amendments to this contract.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020



**AMENDMENT #3 TO CONTRACT FOR REVIEW OF EXISTING
LOCAL RENTAL HOUSING SUBMARKETS
(PC990)**

BETWEEN

**THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO**

And

APPLIED REAL ESTATE ANALYSIS, INC.

This Amendment No. 3, dated March 10, 2020 ("Third Amendment"), to Contract for Review of Existing Local Rental Housing Submarkets (PC990), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body ("Authority") and Applied Real Estate Analysis, Inc. an Illinois corporation ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated February 23, 2018, relating to review of existing local rental housing submarkets ("Agreement") with an Agreement Price of \$83,517.00;

WHEREAS, the Authority and Contractor entered into Amendment No. 1 to the Agreement, dated June 25, 2018, to revise the scope of work with regard to deliverable dates, with no change to the Agreement Price; and

WHEREAS, the Authority and Contractor entered into Amendment No. 2 to the Agreement, dated February 21, 2020, to exercise option year one of the Agreement and increase the Agreement by 10% to cover the cost of the initial stage of work for the 2020 updates with an increase in the Agreement Price of \$8,351.70.

OPERATIVE PROVISIONS

NOW, THEREFORE, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this Third Amendment by the Parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

Section 1. Article 1, Statement of Work, of the Agreement is amended to read as follows:

“Article 1. Statement of Work. Contractor shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit “A-1”, attached hereto and incorporated herein by this reference and as may be amended by the Parties from time to time (the “Work”). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).”

Section 2. References to Exhibit “A” shall mean Exhibits “A-1” and “A-2”, attached hereto and incorporated herein by this reference.

Section 3. Pursuant to Article 3 of the Agreement, the Agreement is hereby commencing on February 23, 2018 and expiring on February 22, 2021, with the option to extend for two (2) additional one-year terms.

Section 4. Article 4 of the Agreement is amended to read as follows:

“Article 4. Price. HACSB agrees to pay Contractor for the provision of the Work the total not-to-exceed sum as shown in the Agreement Price set forth on Exhibit “A-2”, and as may be amended by the Parties from time to time (the “Agreement Price”).”

Section 5. The effective date of this amendment is March 10, 2020.

EXCEPT AS AMENDED HEREBY ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Applied Real Estate Analysis, Inc. have signed the amendment.

APPLIED REAL ESTATE ANALYSIS, INC.

By: _____

Name: _____

Title: _____

Date: _____

**HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO**

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

Exhibit A-1

Original Statement of Work

- A. Review of Existing Local Rental Housing Submarkets.** A review of the nine (9) existing local rental housing submarkets within the County of San Bernardino. The review shall determine if the existing submarket boundaries are appropriately placed. Contractor will provide a written report of findings and any recommended changes, including documentation to substantiate such recommendation. **This deliverable is due to HACSB by May 1, 2018.** The written report shall include:
1. Review of previously designated rental submarkets;
 2. Review map of the previously designated rental submarkets including census tracts and zip codes;
 3. Description of and supporting data for any recommended changes to submarket boundaries. This description must provide the data sources and document the process so the results can be independently reproduced;
 4. Characteristics of each submarket, including:
 - i. Number of single-family, duplex, condominium, senior/disabled, and multi-family homes in each submarket;
 - ii. Number of single-family, duplex, condominium, senior/disabled, and multi-family homes surveyed in each submarket;
 - iii. Average square footage, amenities, utility arrangements, and age of properties for efficiency (studio), 1-, 2-, 3-, 4-, and 5-bedroom units in each submarket; and
 - iv. Supply and demand characteristics for each submarket, including vacancy rates.
- B. Submarket Descriptive Information.** A written report of descriptive information for each submarket. The report should include information for each submarket inclusive of any recommended changes to the submarket boundaries. **This deliverable is due to HACSB by July 23, 2018.** The written report shall include the following information for each submarket broken out by census tract:
1. Income statistics;
 2. Employment statistics;
 3. Age statistics;
 4. Racial and ethnic composition;
 5. Poverty rate;
 6. Gender statistics;
 7. Vacancy rates;
 8. Crime statistics on Part 1 and Part 2 crime data (Part 1 crimes include homicide, rape burglary, larceny, robbery, arson and aggravated assault. Part 2 crimes are everything else);
 9. Description of surrounding land uses and zoning (e.g. commercial, industrial, undeveloped land, residential, etc.); and
 10. Property values: median values and 12-month trends;
 11. School data, (e.g. location, type, rating).
- C. Update to Local Payment Standards.** A review of and update to the current schedule of Local Payment Standards for each of the submarkets. Contractor will provide a written report of findings and any recommended changes, including documentation to substantiate such changes, and a schedule of recommended Local Payment Standards for units ranging from zero (efficiency/studio) to five (5) bedrooms for each submarket. **This deliverable is**

due to HACSB by July 23, 2018; and final report due July 1st of each subsequent contract year – discussion drafts due 30 days prior. The Local Payment Standard schedule shall be based upon a survey of units within the County of San Bernardino:

1. Including units ranging from zero (efficiency/studio) to five (5) bedrooms for each submarket;
2. Including multi-family and single-family units;
3. Including modest units with suitable amenities;
4. Excluding public housing or subsidized housing; and
5. Excluding luxury units.

The survey must include a sufficient number of units to be an accurate and reliable estimate of market rents. The Local Payment Standard schedule shall:

1. Be based upon the shelter rent only for units surveyed. For the purposes of this RFP and the resulting contract, “shelter rent” is defined as the cost to rent the living space only and includes the cost of any utilities that may be included in the rent per the lease. Shelter rent does not include add-on charges for non-shelter amenities such as gym access, garage/storage space rental, etc.; and
2. Be based upon a monthly average of rent over logical recent time frame, not a one-month snapshot of rents.

The written report shall include:

1. Supporting documentation that describes the method of calculation and the sources of information used to develop the Local Payment Standards to ensure that the results are independently reproducible; and
2. A projection of Local Payment Standards one year from the date of the report.

Exhibit A-2
Work Authorization

Schedule Dates:

Start Date: March 10, 2020
Completion Date: February 22, 2021

Total Agreement Price: Not to exceed \$122,986.70

Option Year/Data Collection Year	Total Cost:
Option Year One (2020)	\$31,118.00

Statement of Work ("Exhibit A-1")

Work Authorization ("Exhibit A-2")

General Conditions for Non-construction work ("Exhibit B")

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

March 10, 2020

FROM

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

SUBJECT

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs

RECOMMENDATION(S)

Adopt Resolution No. 78 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

HACSB communication is open, honest and consistent.

HACSB clients, programs, and properties are embraced by all communities.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

Approval of the proposed revisions to the Administrative Plan will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

BACKGROUND INFORMATION

HACSB's Housing Choice Voucher (HCV) Administrative Plan outlines the adopted policies that govern the HCV program as well as other HACSB rental assistance programs. These programs provide rental subsidies for low-income families leasing homes in the private rental market. The Administrative Plan is required by all Housing Authorities that administer a HCV program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities. Along with the need to update the Administrative Plan to implement the Moving-On strategy, HACSB would like to take this opportunity to update other sections of the Administrative Plan as outlined below.

HACSB administers seven grants through the Continuum of Care (CoC) to assist chronically homeless individuals and families find stable housing through Permanent Supportive Housing (PSH). In addition to housing, the participants assisted by the CoC grants receive intensive supportive services which is provided by the County of San Bernardino Department of Behavioral Health (DBH). HUD encourages grantees to implement a Moving-On strategy for these grants which enables individuals that have been stabilized through housing and supportive services to transition to the traditional HCV or Public Housing programs. In close partnership with DBH and Loma Linda University, HACSB would like to implement a Moving-On strategy for its CoC program participants.

The following are the recommended policy revisions to the Administrative Plan.

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs.

March 10, 2020

The first policy update is in Chapter 1 to add the Family Self-Sufficiency (FSS) Program to the list of types of Housing Services Programs. FSS is not a Special Purpose Program and we do not apply MTW activities to this program so it should be listed as a separate type.

The second update, also in Chapter 1 is to create a separate Program Type for HACSB's Veterans Affairs Supportive Housing (VASH) program. HACSB recently received HUD approval to apply certain MTW activities to this program and as such it no longer qualifies to be listed as a Traditional, Regulatory Assistance Special Purpose Program. An update to the number of distinct program types was also made and there will be a total of 10 if this board item is approved.

The third update is to Chapter 2 which is part of implementing the Moving On strategy for clients in PSH who no longer need the intensive services, but continue to need housing assistance. The current policy provides that such families are eligible for special admissions outside of the waiting list, but does not specifically name participants of the Moving On strategy. The only change is to clarify that participants of the Moving On Strategy are eligible for special admissions.

The fourth update is in Chapter 3 Section 3.2.1.2, which revises the definition of a disabled family to include a co-head person with disabilities.

The fifth update is in Chapter 6 to add additional income exclusions under Section 6.2.2.5. These are federally mandated exclusions. This section also requires a revision to omit a parenthesis from the 7th bullet from the bottom.

The sixth update is also in Chapter 6 Section 6.4.2 to calculate the family rent share for elderly or disabled families admitted through the Moving On strategy using the same methodology as those initially briefed on the Streamlined Fixed Lease Assistance for Elderly/Disabled Families prior to December 31, 2018.

The last update is to Chapter 19 Section 19.2.2 which describes portability requirements for Special Purpose Programs. A correction was made to remove a reference to VASH in connection with portability restrictions for Continuum of Care, Housing Opportunities for Persons With AIDS, and No Child Left Unsheltered families.

Attached to this item are the redlined policy changes to the Administrative Plan.

To ensure alignment with HUD regulations and HACSB's Moving to Work Annual Plan, it is recommended the Board of Commissioners adopt the resolution to approve the proposed changes to the Administrative Plan.

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020.

HOUSING AUTHORITY RESOLUTION NO. 2020-78

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMINISTRATIVE PLAN
GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S RENTAL
ASSISTANCE PROGRAMS**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Administrative Plan which outlines regulations necessary to administer the Housing Choice Voucher subsidized programs on behalf of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires public housing agencies to amend their Administrative Plan to incorporate changes and define policy relative to administration of the Housing Choice Voucher subsidized programs; and

WHEREAS, HACSB desires to amend its policies and procedures as they relate to a HUD's Continuum of Care grant guidelines and update language in other sections.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, attached hereto as Exhibit "A" and incorporated by reference herein.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

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

Secretary

By _____
Deputy

1.5 Housing Services Programs

The purpose of the Housing Services program is to provide rental assistance to eligible families. The rules and regulations of the program are determined by HUD. The Housing Authority is afforded choices in the operation of the program which are included in the HACSB's Administrative Plan and the Housing Authority's MTW Plans.

1.5.1 Housing Services Program Overview

The Housing Services program offers mobility to eligible families because they may search for suitable housing anywhere in the HACSB's jurisdiction and may also be eligible to move under portability to other jurisdictions.

When a family is determined to be eligible for the program and funding is available, the Housing Authority selects families to begin searching for a unit. When the family finds a suitable housing unit and funding is available, the Housing Authority will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent. Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The Housing Authority continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

To administer the Housing Services program, the Housing Authority enters into a contractual relationship with HUD. The Housing Authority also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit. For the program to work and be successful, all parties involved – HUD, the Housing Authority, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

1.5.2 Housing Services Program Types

The Housing Authority administers ~~five~~^{ten} distinct types of Housing Services programs. All of the types, except for Term-Limited Lease Assistance, may be either tenant-based or project-based. Term-Limited Lease Assistance is only available in the tenant-based program.

- **Term-Limited Lease Assistance** – Participants in the Term-Limited Lease Assistance program execute a Family Obligations Agreement (FOA) with the

Housing Authority.¹ Each participant receives five years of housing assistance as long as they remain compliant with the FOA and continue to remain eligible for the program. This program became effective for all new non-elderly/non-disabled, tenant-based participants on January 1, 2012, including the former Upland Housing Authority waiting list applicants who are pulled on or after July 1, 2017, and all port-in families, families exercising mobility through the Project-Based Voucher program, and non-legacy families in Rental Assistance Demonstration (RAD) units exercising mobility who are briefed on or after November 1, 2017.

- **Streamlined Fixed Lease Assistance for Elderly/Disabled Families** – Elderly/Disabled families who become participants after November 1, 2014 or were existing participants admitted to the program prior to November 1, 2014 and who have a recertification effective date of February 1, 2015 or later² will participate in the Streamlined Fixed Lease Assistance program.³ This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018 or later; future Plan references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families. Each participant family has their income calculated based on gross income and receives no allowances or deductions. Rent is determined based on a set percentage of income throughout participation in the program.
- **Streamlined Tiered Lease Assistance for Career-Focused Families** – Existing participants who received assistance prior to January 1, 2012 and are not elderly/disabled households but who have a recertification effective date of February 1, 2015 or later are part of the Streamlined Tiered Lease Assistance for Career Focused Families program. This also applies to the former Upland Housing Authority (UHA) career focused families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018 or later; future Plan references to Streamlined Tiered Lease Assistance families will also apply to these former UHA families. Each participant family has their income calculated on gross

¹ The FY 2011 Moving to Work Annual Plan included Activity 20: Term-Limited Lease Assistance program.

² The recertification process for families with a February 1, 2015 or later effective date will be commenced in November, 2014.

³ The FY 2013 Moving to Work Annual Plan included Activity 22: Streamlined Lease Assistance programs. The Streamlined Fixed Lease Assistance program serves elderly/disabled families and the Streamlined Tiered Lease Assistance program serves Career Focused Families. The Transitional Assistance for MTW Families results from the creation of this program to transition families who were on the program prior to the implementation of the Streamlined Programs into the applicable Streamlined Lease Assistance program.

income and receives no allowances or deductions. Rent is determined based on an increasing percentage of income at each recertification.

- **Streamlined Fixed Lease Assistance for Career-Focused Families** – All non-elderly and non-disabled families admitted under the project-based voucher program and sponsor-based project-based voucher program after January 1, 2017, will participate in the Streamlined Fixed Lease Assistance for Career-Focused Families program.
- **Veteran's Affairs Supportive Housing (VASH)** – Assists homeless veterans with severe psychiatric or substance abuse disorders. The Housing Authority and Veterans Administration Medical Center have partnered to provide rental subsidies and supportive services to eligible veterans. Except as otherwise specified in this document, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.
- **Local Disaster Short-Term Rental Assistance Program** – Assistance through this program will be limited to families displaced as the direct result of a local disaster. A local disaster is an event that occurs within the County of San Bernardino and may include a natural disaster, an act of terrorism, or other event as determined by the Housing Authority. The qualification of a local disaster shall be declared by the Housing Authority through its governing board. The income and rental subsidy for this program shall align with the Streamlined Lease Assistance program methodologies. Except as otherwise specified in this policy, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.
- **Family Unification** - The Family Unification Program (FUP) is administered in partnership with the San Bernardino County Department of Children and Family Services (DCS). Tenant-Based Voucher (TBV) rental assistance is provided to families for which the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care. Applications from residents of San Bernardino County are referred through DCS. The income and rental subsidy for this program shall align with the Streamlined Lease Assistance program methodologies. Except as otherwise specified in this policy, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.
- **Transitional Assistance for MTW Families** – Existing participants who are not Term-Limited Lease Assistance program participants, and who have a recertification effective date prior to February 1, 2015 will participate in the Transitional Assistance for MTW Families program until their next recertification,

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at which time they will transition to the Streamlined Lease Assistance program that they are determined to be eligible for. These participants are subject to HACSB rules that were implemented for MTW families. These specific rules will be noted in each Administrative Plan chapter. Each of these families will transition to the applicable Streamlined Assistance program at their next regularly scheduled recertification.

- **Traditional, Regulatory Assistance for Special Purpose Programs** – Certain HUD programs are not eligible for inclusion in the Moving to Work Demonstration. These programs are administered in accordance with federal regulations and the specific criteria established by the special purpose program. HACSB's MTW Agreement and MTW Plans do not apply to any of these program types. These programs include:

- ~~Veteran's Affairs Supportive Housing (VASH) – Assists homeless veterans with severe psychiatric or substance abuse disorders. The Housing Authority and Veterans Administration Medical Center have partnered to provide rental voucher and supportive services to eligible veterans.~~
- **Mainstream Five** – Provides rental assistance for persons with disabilities to enable them to rent suitable and accessible housing in the private market.
- **Shelter Plus Care** – Provides rental assistance for hard to serve homeless persons with disabilities in connection with supportive services funded from sources outside the program.
- **Housing Opportunities for People with AIDS (HOPWA)** – HACSB has partnered with the Foothill AIDS Project to offer rental assistance and supportive services to persons with HIV or AIDS.
- **Master Leasing Program** – Funded by the State of California Mental Health, this program serves mentally ill or developmentally disabled families in a group home setting. Case management and comprehensive support services are provided for participants of this program.

- **Family Self-Sufficiency** – The Family Self-Sufficiency (FSS) program enables families to increase their earned income and eliminate their dependency on public assistance and housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling and other forms of social service assistance while receiving housing assistance. The income and housing subsidy for this program shall align with the Traditional, Regulatory Assistance programs methodologies. Except as otherwise specified in this

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document, the policies for HACSB's Housing Choice Voucher Program shall apply to this program.

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1.6 Rules and Regulations

This Administrative Plan is set forth to define the Housing Authority's local policies for operation of the housing programs in the context of Federal laws and regulations. All issues related to the Housing Services program not addressed in this document are governed by the HACSB's MTW Agreement, MTW Plans, federal regulations, HUD memos, notices and guidelines, state and local laws, and other applicable laws. Applicable regulations include:

- CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

1.7 Fair Housing Policy [24 CFR 982.54(d)(6)]

The Housing Authority is committed to nondiscrimination in housing and does not discriminate on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The Housing Authority complies with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2013 (VAWA 2013)

2.1.3.1.1 Mainstream Disability Vouchers

Families will be selected from the general tenant-based voucher wait list based on their eligibility for the Mainstream program, wait list position (application sequence or lottery number), and applicable local preferences. Families may apply for assistance (by applying directly to the wait list or through a referral from a partner agency) at any time when the tenant-based voucher wait list is open. If the general tenant-based voucher wait list is closed and does not have enough applicants to fill the available funding, HACSB may open the wait list only to applicants who qualify for Mainstream Disability Voucher assistance.

2.1.3.2 Special Admissions

Other special purpose programs are referral based and families may be admitted outside of the waiting lists and can be participants in either tenant-based or project-based programs. Families are admitted through special admissions processes for certain programs, including, but not limited to:

- Continuum of Care (formerly known as Shelter Plus Care)
- Housing Opportunities for People With AIDS (HOPWA)
- Veteran's Affairs Supportive Housing (VASH)
- No Child Left Unsheltered (NCLU)
- Sponsor-Based Project-Based Voucher programs that include referrals from a contracted supportive service partner and address special need and/or homeless populations
- Local Disaster Short-Term Rental Assistance Program⁶
- Family Unification Program (FUP)

The Housing Authority may also admit certain types of families outside the waiting list process. These families do not have to qualify for any preference, are not required to be on the program waiting list and are not required to be referred by an outside entity. The Housing Authority will maintain separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

⁶ The FY 2017 Moving to Work Annual Plan, Amendment 1, included Activity 26: Local Disaster Short-Term Rental Assistance Program.

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based contract at or near the end of the contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
- As part of a HUD approved MTW activity/program
- As part of a Moving On strategy, pParticipants that have utilized the Veterans Affairs Supportive Housing (VASH), Continuum of CareShelter Plus Care Program (S+C), or Housing Opportunities for People With Aids (HOPWA) for a 3 year term and that no longer require supportive services and are eligible to transition to a regular Housing Choice Voucher provided they meet all other eligibility requirements. Verification from the supportive services provider stating that supportive services are no longer needed is required.
- Young adults (18-21) who are participating in the Department of Children and Family Services Foster Care Aftercare Program, for a term up to three years through No Child Left Unsheltered.
- No Child Left Unsheltered Families, admitted on or after October 1, 2019, will transition to the Streamline Lease Assistance (elderly/disabled) or the Term-Limited Lease Assistance Program (career-abled families) at the conclusion of the initial two-year period.
- Families referred by HUD as part of a witness relocation program.

The Housing Authority may also provide assistance to the following types of families who were not on the waiting list:

- Displaced HACSB public housing residents
- Displaced participants from other housing authorities
- Disaster victims who are non-participants in any housing services programs at any housing authority
 - Families displaced as a result of federally declared disasters may receive preference over waiting list placeholders.

third and fourth definitions apply to families residing in the Horizons at Yucaipa senior housing development.

3.2.1.1.1 Term-Limited Lease Assistance and Streamlined Lease Assistance

An elderly family is one whose head, spouse, or sole member is a person who is at least fifty-seven (57) years of age. It may include two (2) or more persons who are at least fifty-seven (57) years of age living together, or one (1) or more persons who are at least fifty-seven (57) years of age living with one (1) or more live-in aides.

3.2.1.1.2 Transitional Assistance for MTW Families and Traditional, Regulatory Assistance for Special Purpose Programs

An elderly family is one whose head, spouse, or sole member is a person who is at least sixty-two (62) years of age. It may include two (2) or more persons who are at least sixty-two (62) years of age living together, or one (1) or more persons who are at least sixty-two (62) years of age living with one (1) or more live-in aides.

3.2.1.1.3 Families Residing in Mental Health Stabilization Act Designated Units at Horizons at Yucaipa Senior Housing Development

An elderly family is one whose head, spouse, or sole member is a person who is at least sixty (60) years of age. It may include two (2) or more persons who are at least sixty (60) years of age living together, or one (1) or more persons who are at least sixty (60) years of age living with one (1) or more live-in aides.

3.2.1.1.4 Families Residing in HACSB Awarded Project-Based Voucher Units at Horizons at Yucaipa Senior Housing Development

An elderly family is one whose head, spouse, or sole member is a person who is at least fifty-five (55) years of age. It may include two (2) or more persons who are at least fifty-five (55) years of age living together, or one (1) or more persons who are at least fifty-five (55) years of age living with one (1) or more live-in aides.

3.2.1.2 Disabled Family

A disabled family is one whose head-, spouse, co-head or sole member is a person with disabilities. It may include two (2) or more persons with disabilities living together, or one (1) or more persons with disabilities living with one (1) or more live-in aides.

3.2.1.3 Group of Persons

A group of persons is considered a family. This includes two (2) or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet family needs. A single person who is pregnant or in the

6.2.2.3 Traditional, Regulatory Assistance for Special Purpose Programs [24 CFR 5.609(c)(2) and Notice PIH 2012-1]

In addition to the above described periodic payment exclusions, the following are also excluded for Traditional, Regulatory Assistance for Special Purpose program applicants and participants.

- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) Kinship guardianship assistance payments (Kin-GAP) and other similar guardianship payments are treated the same as foster care payments and are likewise excluded from annual income

6.2.2.4 Excluded Student Financial Assistance [24 CFR 5.609(c)(6)]

Any student financial assistance not subject to inclusion under 24 CFR 5.609(b)(9) is fully excluded from annual income under 24 CFR 5.609(c)(6), whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Housing Services program assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over twenty-three (23) **AND** have at least one dependent child
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

6.2.2.5 Additional Exclusions from Annual Income [24 CFR 5.609]_____

Other exclusions that have not been discussed earlier in this chapter include the following:

- Reimbursement of medical expenses
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era

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- Adoption assistance payments in excess of \$480 per adopted child is excluded for Traditional Regulatory Assistance Families.
- Refunds or rebates on property taxes paid on the dwelling unit
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home
- Amounts specifically excluded by any other federal statute including:
- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
- Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
- Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al*
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

- Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
- Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). The exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109–249)
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- An individual's ABLE account as required under the Achieving a Better Life Experience Act of 2014 (specifically, it's the account balance, contributions to the account, and distributions from the account) is excluded.

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- Any allowance paid under the provisions of 38 U.S.C. 1833(c) to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05) children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1821), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821)
- Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4))
- Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by the States, local government, and disaster assistance organizations (42 U.S.C. 5155(d))

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6.2.2.6 Earned Income Disallowance [24 CFR 5.617]

6.2.2.7 Term-Limited Lease Assistance, Streamlined Lease Assistance and Transitional Assistance for MTW Families

There is no earned income disallowance for families participating in the Term-Limited Lease Assistance, Streamlined Lease Assistance and Transitional Assistance for MTW Families programs.¹⁷

6.2.2.8 Traditional, Regulatory Assistance for Special Purpose Programs

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time.

This disallowance applies only to individuals in families already participating in the Traditional, Regulatory Assistance for Special Purpose Program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one (1) of the following events:

1. Employment of a family member who is a person with disabilities and who was previously unemployed for one (1) or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. The applicable minimum wage is the greater of federal, state or local minimum wage.

¹⁷ HACSB's MTW Activity 5: Simplified Income Determination eliminates the Earned Income Disallowance for MTW programs.

annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

For families who qualify for both medical and disability expenses deduction, when expenses anticipated by a family could be defined as either medical or disability assistance expenses, the Housing Authority will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6.4 Calculation of Housing Authority Subsidy and Family Rent Share

Each Housing Services program determines the Housing Authority subsidy and family rent share differently. Family rent share describes the amount of rent for which a family is responsible. This previously was known as "Total Tenant Payment." This section describes the calculation for each program.

6.4.1 Term-Limited Lease Assistance Program

For families initially leasing under this program prior to November 1, 2017, or as soon as practicable thereafter, the Housing Authority subsidy will be the smaller of the contract rent or fifty percent (50%) of the applicable payment standard, whichever is lower and the Housing Authority will provide that amount to the owner. The participant is responsible for the balance of the rent. No families will be enrolled into this fixed-subsidy component after November 1, 2017 (or as soon as practicable thereafter).

For families initially leasing under this program with a briefing date on or after November 1, 2017, or as soon as practicable thereafter, including applicants pulled from the former Upland Housing Authority waiting list on or after July 1, 2017, the Housing Authority subsidy and family rent portion shall be calculated using the same methodology established via the Streamlined Fixed Lease Assistance for Career-Focused Families Program.

6.4.2 Streamlined Fixed Lease Assistance for Elderly/Disabled Families Program

For families initially briefed in this program on or before December 31, 2018, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent. For families initially briefed in this program on or after January 1, 2019, (or as soon as practicable thereafter) HACSB will calculate family rent share by selecting the largest of thirty percent (30%) of monthly annual income, the baseline rent, or the minimum rent. The minimum rent is \$125 for the Streamlined Fixed Lease Assistance program. If the family is leasing a unit that is larger than their approved subsidy standard size and the family chooses to remain in the

unit at program implementation or has chosen to rent a unit that is larger than their approved subsidy standard size while on the program, the family will pay the difference between the amount the Housing Authority will pay under the Streamlined Fixed Lease Assistance Program on behalf of the family and the contract rent. This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017, with a recertification date of January 1, 2018, or later; future Plan references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families.

For families admitted on or after April 1, 2020 through the Moving On strategy, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent.

6.4.3 Streamlined Tiered Lease Assistance for Career-Focused Families Program

For existing SLA participants and families initially leasing under this program, the Housing Authority has established a tiered rent schedule in the Streamlined Tiered Lease Assistance Program for Career Focused Families Program. The family rent share will be calculated based on which of the following is greater:

1. Larger of the applicable rent tier percentage multiplied by monthly annual income, or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the Streamlined Tiered Lease Assistance program).

The rent tier starts at thirty percent (30%) of monthly annual income and may increase three percent (3%) at every regularly scheduled biennial recertification to a maximum rent tier of thirty-six percent (36%) of monthly annual income at the Housing Authority's discretion. A family's rent share may never drop below the highest family rent share amount. Examples of rent tiers are included in the chart below:

THE BELL FAMILY (EXAMPLE)				
	First Biennial Recertification (30%)	Second Biennial Recertification (33%)	Third Biennial Recertification (36%)	Fourth Biennial Recertification (36%)
Bell Family Monthly Annual Income	\$300	\$300	\$1200	\$700
Bell Family Rent Share	\$125	\$125	\$432	\$432

All outgoing portability families must attend a move briefing and adhere to the Housing Authority's Program Moves guidelines described in Chapter 13 of Administrative Plan.

19.2.1 Term-Limited Lease Assistance, Streamlined Lease Assistance and Transitional Assistance for MTW Families

The Housing Authority will require participants porting to other jurisdictions to comply with the Housing Authority's local requirements, but may, at its discretion, waive such requirements for participants where the Housing Authority determines that it is not feasible to administer program compliance for such participants.⁵¹

19.2.2 Traditional, Regulatory Assistance for Special Purpose Programs [PIH Notice 2011-53]

The Veteran's Affairs Support Housing (VASH) program has additional portability requirements. Portability policies under VASH depend on whether the family wants to move within or outside of the initial Veterans Affairs (VA) facility's catchment area. In all cases of portability, the initial VA facility must be consulted prior to the move and provide written confirmation that case management will continue to be provided in the family's new location. In all cases of portability within the same catchment area, the initial VA facility must make the determination regarding which VA facility will provide the family with case management. This determination will ultimately affect whether the receiving PHA can absorb the family.

If the receiving PHA does not administer a VASH program, it must always bill the initial PHA. If the receiving PHA does administer VASH, it may only absorb the family if a HUD-VASH voucher is available and case management can be provided through a VA facility that partners with the receiving PHA.

~~In addition to VASH, Shelter Plus Care~~Continuum of Care, HOPWA and No Child Left Unsheltered families may not port out to other jurisdictions.

19.3 Search Term Extensions

The Housing Authority will not approve extensions to a voucher or family obligations agreement issued to an applicant or participant family porting out of the Housing Authority's jurisdiction except under the following circumstances:

⁵¹ The FY 2009 Moving to Work Annual Plan including Activity 8: Local Policies for Portability which allows HACSB to apply MTW flexibility, such as Term-Limited Lease Assistance, to outbound portability families.

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

March 10, 2020

FROM

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

SUBJECT

Section 115 Trust Fund for Unfunded Pension Liabilities

RECOMMENDATION(S)

Adopt Resolution No. 79 approving the establishment of a Section 115 Trust administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

The establishment of a Section 115 Trust for unfunded pension liabilities will have no immediate financial impact on the Housing Authority of the County of San Bernardino (HACSB). Approval of this item will approve participation in the Section 115 Trust pension stabilization trust administered by Public Agency Retirement Services (PARS). This does not commit HACSB to any financial obligations. Recommendations for an initial funding amount, an annual contribution, and the trust documents for this trust fund will be presented at a later Board of Commissioners (Board) meeting.

BACKGROUND INFORMATION

In 2015, the Government Accounting Standards Board (GASB) required implementation of Statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires governmental employers that sponsor Defined Benefit plans, such as California Public Employees' Retirement System (CalPERS), to recognize a net pension liability, (also known as an unfunded pension liability) on their balance sheet. The unfunded pension liability is the difference between HACSB's total pension liability (actuarial accrued liability) and actual plan assets. HACSB's total unfunded pension liability as of the most recent CalPERS valuation is just over \$23.3 million. A recent Private Letter Ruling issued by the Internal Revenue Service (IRS) established that public agencies and municipalities can now create a separate Section 115 Trust to "pre-fund" their CalPERS unfunded pension liability. This provides HACSB with an alternative to sending additional funds directly to CalPERS, an option that has a very modest short-term impact on reducing the annual required contribution due to the additional funds being amortized over a period of 20-30 years. Funds placed in an irrevocable supplemental pension Section 115 Trust would be restricted in use solely for pension obligations.

A Section 115 Trust would offer the following benefits to HACSB:

- Pension Volatility Risk Mitigation – contributions from the trust may be transferred to CalPERS at HACSB's discretion to offset fluctuations in the required annual contributions (a maximum of two years of pension expenses can be drawn from the trust at any point in time).

Section 115 Trust Fund for Unfunded Pension Liabilities
March 10, 2020

- Investment flexibility with Section 115 Trust compared to the United States Department of Housing and Urban Development imposed restrictions on federal funds.
- Oversight and local control of investment management, risk tolerance, portfolio allocation, and monitoring of investment performance.
- Increased flexibility on use of trust assets (i.e., trust assets may be accessed any time as long as the assets are used to fund HACSB's pension).
- Accumulated funds and investment earnings partially offset Net Pension Liability reportable in the Financial Statements under GASB 68.

This item was approved by the Board of Governors on September 24, 2019 (Item No. 7), but did not include the required resolution.

PROCUREMENT

There are currently only two independent retirement plan administrators in California authorized to offer Section 115 Trusts, PARS and Public Financial Management Group. Both administrators have received a Private Letter Ruling from the IRS, which assures participants of the tax-exempt status of their investments. Staff evaluated the services offered by each of these administrators as well as their fee structure for administering the trust. PARS is being recommended due to its significantly lower fees to administer the plan and also due to Section 115 Trusts being the core business focus of PARS. It is staff's recommendation that HACSB would be best served by selecting PARS as its plan administrator.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 24, 2020

HOUSING AUTHORITY RESOLUTION NO. 2020-79

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE ESTABLISHMENT OF A SECTION 115 TRUST BY PUBLIC AGENCY RETIREMENT SERVICES FOR THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO UNFUNDED PENSION LIABILITIES

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (the "Agency") is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits and other post-employment benefits other than pension benefits ("OPEB"); and

WHEREAS, the Agency desires to set aside funds for the purpose of pre-funding its CalPERS pension obligation that will be held in trust for the exclusive purpose of making future contributions of the Agency's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the Agency; and

WHEREAS, Public Agency Retirement Services (PARS) has made available the Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified in the Agency's plans and policies; and

WHEREAS, the Agency is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the Agency can manage the pre-funding of its pension and OPEB obligations in a single trust under this Program, thereby gaining administrative and cost efficiencies; and

WHEREAS, the Agency's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the Agency's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the Agency reserves the right to make contributions, if any, to the Program.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the establishment of a Section 115 Trust administered by Public Agency Retirement Services for HACSB's unfunded pension liabilities.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

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

Secretary

By _____
Deputy

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

March 10, 2020

FROM

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

SUBJECT

Revisions to the Housing Authority of the County of San Bernardino Employee Policy Handbook

RECOMMENDATION(S)

Adopt Resolution No. 80 approving revisions to the Housing Authority of the County of San Bernardino Employee Policy Handbook.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

HACSB communication is open, honest and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

On March 14, 2007, the Board of Commissioners (Board) adopted (Item No. 6) HACSB's Employee Policy Handbook (Handbook). Since that time, the Handbook has been presented to the Board to approve revisions in 2011, 2012, 2013, 2014 and 2015. The Handbook is reviewed on a regular basis for changes in agency practices and applicable law. As a result of recent changes to timekeeping systems, clarification in agency practices, and updates to applicable law through legal review, revisions are required throughout the Handbook.

In December 2019, HACSB implemented a new Human Resources and Payroll system which updated the timekeeping system for hourly employees. Hourly employees are now required to clock in and out using a web based time system which required updates to the Meal and Rest Break, Overtime and Paydays policy.

Attached to this item is a summary of all changes as well as the redlined policy changes to sections throughout the Handbook.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

HOUSING AUTHORITY RESOLUTION NO. 2020-80

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE HOUSING AUTHORITY OF
THE COUNTY OF SAN BERNARDINO EMPLOYEE POLICY HANDBOOK**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) Employee Policy Handbook sets forth the terms and conditions of employment for all full-time and part-time employees; and

WHEREAS, the Employee Policy Handbook contains the employment policies and practices of HACSB in effect at the time of publication, and it supersedes all previous policies, rules, procedures and past practices of HACSB, both oral and written; and

WHEREAS, HACSB desires to amend its policies and procedures as they relate to recent changes to timekeeping systems, clarification in agency practices, and updates to applicable law through legal review.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the revisions to the HACSB Employee Policy Handbook, a redline version of which is attached hereto as Exhibit "A" and incorporated by reference herein.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

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

Secretary

By _____
Deputy

HACSB Employee Policy Handbook - Summary of Changes	
<u>Policy</u>	<u>Change Requested</u>
1003 - Equal Employment Opportunity	Minor wording changes based on legal input
1004 - Anti Harassment	Change policy title from Unlawful Harassment to Anti-Harassment. Minor wording changes based on legal input.
1006 - Reasonable Accommodation	Minor wording changes based on legal input
2000 - Employment Classification and Status	Minor wording changes based on legal input
2004 - Work Schedules	Minor wording changes based on legal input
2005 - Meal and Rest Periods	Wording modified to reflect clocking in/out for lunch for hourly staff.
2006 - Accommodation for Nursing Mothers	Modified entire policy to be consistent with California Labor Code.
2007 - Timekeeping Requirements	Minor wording changes based on legal input
2008 - Pay Days	Modified policy to state that employees will have access to an online pay statement rather than a paper statement.
2009 - Compensatory Time Off	Minor wording changes based on legal input
2010 - Pay for Mandatory Meetings	Minor wording changes based on legal input
2011 - Incentive Pay Program	Removed job title that no longer exists.
2012 - Overtime	Modified wording to reflect clock in rather than sign in.
2013 - Deduction for Exempt Salaried Employees	Minor wording changes based on legal input
2014 - Personnel Records	Minor wording changes based on legal input
2015 - Background Checks and Investigations	Wording changes on disqualification based on legal input.
2016 - Performance Evaluation	Removed wording on contract employees receiving evaluations to be consistent with practice. Modified wording to reflect practice of timing of reviews and increases for an employee on an approved leave of absence.
2021 - Suspensions, Demotions, Discharge	Modified policy to clarify notices are based on business days and not calendar days. Modified delivery of notices may be electronic. Other wording changes based on legal input.
2023 - Pre Employment Physicals	Modified wording on conducting pre-employment physicals only if appropriate for position offered.
3000 - Work Performance Standards	Minor wording changes based on legal input
3004 - Zero Tolerance for Workplace Violence	Minor wording changes based on legal input
3005 - Drug and Alcohol Abuse	Modified wording to apply during work hours and while on-call. Removed requirement for drug testing due to any vehicle accident. Other wording changes based on legal input.

3006 - Punctuality and Attendance	Modified wording to state the employees are not required to call in each day if a medical order was received for consecutive days.
3007 - Dress Code	Change in policy title from Standards of Dress and Grooming to Dress Code. Removed casual Friday dress and that jeans will no longer be an approved dress code item.
4002 - Travel Policy	Modified wording to include requirement for detailed receipt for day travel meal expenses. Modified allowance for gratuities and other fees from \$12/day to \$6/day.
4003 - Vehicle Policy	Modified policy to reflect the use of Agency vehicles for any business outside of Agency business would require written approval from supervisor. Also modified to include only work related non-employees are allowed to be transported in an Agency vehicle.
4006 - Smoking Policies	Modified policy to include vaping as prohibited in all enclosed areas of the Agency and within 50 feet of doors to the buildings.
4010 - Tools and Equipment	Removed job title that no longer exists.
5002 - Vacations	Minor wording in order to clarify practice of how vacation is paid out.
5003 - Continuing Education	Modified wording to clarify reimbursement is based on availability of budget funding. Clarified reimbursement for college degree programs are only for Associates, Bachelor's and Master's degrees.
5006 - Sick Leave and Kin Care Benefit	Modified policy to require employees to give a two week notice to be able to receive the sick leave benefit upon termination.
5014 - Paid Family Leave	Minor wording changes based on legal input
5015 - Military Leave	Modified policy to be more consistent with applicable law. Removed ability for someone on military leave to be out up to five years, clarified allowance of benefit continuance up to 12 weeks and modified wording consistent with applicable law.
5021 - Voting Time Off	Modified policy to clarify employees must give two working day notice if they request time off up to two hours with pay to be consistent with applicable law.
5022 - Leave Donation	Modified policy to create a maximum of 240 hours of leave allowed to be donated for eligible employees per leave year.



EMPLOYEE POLICY HANDBOOK

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MISSION STATEMENT

The Housing Authority of the County of San Bernardino empowers all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

CORE VALUES

Respect Safety Integrity Service

GOAL VALUES

Communication Teamwork Innovation Client/Staff Development

CHAPTER I

INTRODUCTORY POLICIES

1000 Personnel Policy Handbook

This Personnel Policy Handbook sets forth the terms and conditions of employment for all full- and part-time employees.

1001 Personnel Policy Revisions

This Personnel Policy Handbook contains the employment policies and practices of the Housing Authority of the County of San Bernardino (the Agency) in effect at the time of publication, and it supersedes all previous policies, rules, procedures and past practices of the Agency, both oral and written.

The Agency reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document. Any such changes must be approved in writing by the Board of ~~Governors~~Commissioners, and signed by the Executive Director of the Agency.

Changes to this handbook will be available to employees at all work sites so that they will be aware of the new or revised policies or procedures. The handbook can also be accessed on the Agency/HR Connect site. No oral statements or representations can in any way change or alter the provisions of this handbook.

1002 Authority of the Board of ~~Governors~~Commissioners

Nothing in this Statement of Personnel Policy shall prohibit the Board of ~~Governors~~Commissioners from waiving any rule or regulation when the best interest of the Agency will be served, provided such waiver will not violate any Federal, State or local laws, rules, regulations, policies, or procedures regarding personnel practices.

1003 Equal Employment Opportunity/Anti-Discrimination

The Agency is an equal opportunity employer and makes employment decisions on the basis of merit and is committed to providing a work environment that is free of discrimination. The Agency prohibits discrimination against employees or applicants for employment on the basis of race, color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law. The Agency will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination.

The Agency is committed to ensuring that training and employment opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and Local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Section 3 of the Housing and Urban Development Act of 1968)

Any person who believes they have been subjected to discrimination on the basis of race, color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law, should talk with their supervisor or the Human Resources Department. Complaints should ~~be specific and should~~ include the names of the individuals involved and the names of any witnesses. Upon receipt of a complaint, the Agency will undertake a prompt, thorough and objective investigation and attempt to resolve the situation. Investigations will be confidential to the extent allowed by law.

If the Agency determines that an employee has violated the Agency's unlawful policy prohibiting discrimination ~~has occurred,~~ remedial action will be taken, including, but not limited to disciplinary action commensurate with the severity of the offense up to and including termination. Information obtained during the complaint procedure and investigation will be maintained in a confidential manner and only be shared with those individuals on a need-to-know basis. The Agency will not retaliate against any employee for filing a complaint in good faith and will not ~~knowingly~~ permit retaliation by management employees or co-workers.

Employees may also contact the Department of Fair Employment and Housing or the Equal Employment Opportunity Commission and seek remedies through those agencies. The contact information for these agencies is online and listed in the white pages of the telephone book or contact the nearest office of the EEOC or DFEH at (800) 884-1684 for more information.

1004 Unlawful Anti-Harassment

The Agency does not tolerate harassment of any employees, clients or vendors. Agency policy prohibits sexual harassment and harassment based on race, color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law. Harassment, including sexual harassment, violates the Agency's policy and is prohibited under Title VII of the Federal Civil Rights Act and the California Fair Employment and Housing Act. Violation of this policy is treated as a disciplinary matter and is subject to discipline up to and including termination.

1. Sexual Harassment Defined

The law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to or rejection of such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an ~~intimidating~~ hostile or offensive working environment. There are many forms of offensive behavior. This is a partial listing:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.

- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying of sexually suggestive objects or pictures, cartoons or posters; transmitting e-mail messages that contain offensive or objectionable material which is sexual in nature.
- Verbal conduct: making or using derogatory comments, epithets, slurs, and sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Agency.

2. Preventing Sexual Harassment

The Agency's Complaint Procedure provides for an immediate, confidential, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited sexual harassment, and appropriate remedies for any victim of harassment.

- Employees who believe they have been harassed on the job, including by persons doing business with or for the Agency, should provide a written or oral complaint to their Manager or the Human Resources Department as soon as possible. The complaint should include details of the incident(s), names of individuals involved and the names of any witnesses. Managers must immediately refer all harassment complaints to the Human Resources Department.
- All incidents of sexual harassment that are reported will be investigated. The Human Resources Department will immediately undertake or direct an effective, thorough and objective investigation of the harassment allegations. The investigation will be kept as confidential as possible, and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If the Agency determines that harassment in violation of this policy has occurred, the Agency will take corrective action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the employee who complained, and the Agency will take appropriate action to remedy any loss to the employee resulting from the sexual harassment.
- The Agency provides interactive training concerning sexual and other forms of harassment to its employees and supervisors in accordance with state regulations.

3. Protection Against Retaliation

The Agency's policy prohibits retaliation against any employee by another employee or by the Agency for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a federal or state enforcement agency.

Once the Agency ~~is on notice~~knows of the occurrence of harassment, the Agency will take steps to prevent ~~no~~ further harassment ~~will knowingly be permitted~~, and the Agency will not ~~knowingly~~ permit any retaliation against any employee who complains of sexual harassment or who participates in an investigation.

Any report of retaliation by the one accused of harassment, or by co-workers, supervisors or managers, will also be immediately, effectively and thoroughly investigated in accordance with the Agency's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

4. Employee's Duty to Disclose

Employees are hereby informed that no supervisor, manager, or director of the Agency is authorized to offer or deny any benefit, compensation, or other term or condition of employment based on your acquiescence to any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to the Human Resources Director or the Executive Director of the Agency. Any employee who is found to have obtained any benefit from the Agency because he or she submitted to an unreported sexual demand will be disciplined appropriately, including, but not limited to, reimbursement for the value of any benefits received.

5. Personal Liability for Unlawful Harassment

Employees should be aware that the law imposes personal liability on employees, who engage in sexual harassment, including non-supervisors and non-managers. Additionally, any manager who knows about the harassment and failed to take appropriate action including reporting the action and stopping it if able to do so, ~~took no action to stop it~~, may also be held *personally* liable for monetary damages. The Agency will not pay damages assessed personally against an employee, as allowed by law.

6. Additional Enforcement Information

In addition to the Agency's internal complaint procedures, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of sexual harassment in employment. Employees may contact their supervisor or manager, or contact the nearest office of the EEOC or DFEH at (800) 884-1684 for more information.

7. Prohibition Against and Duty to Disclose Romantic Relationships

The Agency recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, managers are discouraged from dating or engaging in sexual relationships with subordinate employees. However, in the event such a relationship is undertaken, the parties are required to disclose to the Human Resources Director that such a relationship exists, and both parties will be required to sign an acknowledgement that the relationship is voluntary and consensual. The Agency may need to take steps to ensure employees in a supervisor/subordinate relationship are no longer within the same reporting structure. Both parties to the relationship are also required to disclose to the Human Resources Director when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to be voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Acknowledgement and Agreement of this Handbook.

8. Other Types of Unlawful Harassment

In addition to sexual harassment, the Agency's policy prohibits all types of harassment. Harassment is offensive conduct relating to an individual's race, color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law. All such harassment is unlawful and prohibited. The policies and procedures described above apply to all types of unlawful harassment and employees should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been unlawfully harassed.

For more information, employees may contact their supervisor or manager, or contact the nearest office of the EEOC or DFEH at (800) 884-1684.

1005 Code of Conduct

Pursuant to 24 CFR §84.42, this Code of Conduct shall apply to the performance of the employees, officers or agents of the Housing Authority of the County of San Bernardino (PHA) engaged in selection, award or administration of contracts.

1. Conduct

No employee, officer or agent shall participate in the selection, award or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, or any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The employees, officers or agents of the Agency shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, or parties to sub agreements. However, the Agency

may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

2. Prohibited Interest of Employee

An employee, officer or agent shall not acquire any direct or indirect interest in any housing project/program, in any property included or planned to be included in any housing project/program, nor have any direct or indirect interest in any contract or proposed contract for materials or services to be furnished or used in connection with any housing project/program. If an employee, officer or agent owns or controls a direct or indirect interest in any such property or company, a written disclosure of it shall be made to the Agency and to the Board of Commissioners. Failure to disclose an interest constitutes misconduct in office. This paragraph applies to all current and future housing project/programs administered by the Agency.

3. Conflict of Interest

A “conflict of interest” is ~~written~~ when an employee is involved in activity, which for any reason is in conflict with the Housing Authority’s best interests.

Employees, officers and agents of the Agency shall be prohibited, unless authorized by the Executive Director in writing, from having any involvement with the file of or otherwise taking action regarding a matter relating to a Public Housing resident, Section 8 Voucher holder, or anyone who is an applicant for or participant in any other Housing Authority Program with whom they have a relationship by family, marriage or domestic partnership. Family relationship is defined as related by blood or marriage, including a parent, sibling, grandparent, child, spouse, domestic partner, aunt, uncle, nephew, niece, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, step-child, ex-spouse and cousins.

4. Notification

Employees, officers and agents of the Agency shall immediately disclose in writing to the Executive Director, if a conflict of interest exists. All employees shall be given the Code of Conduct Policy annually and be required to certify that they have read and understood the policy.

All employees of the Housing Authority at the time of hire and annually thereafter are required to submit to the Human Resources Department, a “Disclosure of Program Participation” form to disclose if they, or their family members as defined above, are on a waiting list or are participants (including participating landlords) in any Housing Authority program or affiliated program.

5. Disciplinary Actions

Any employee who violates this Code of Conduct shall be subject to disciplined up to and including termination.

1006 Reasonable Accommodation

The Agency provides employment-related reasonable accommodation to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act and any other applicable law.

An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The Agency will engage in the interactive process with the employee and provide a reasonable accommodation for an employee with a qualifying disability to perform the essential functions of their job. The request must identify a) the job related functions at issue; and b) the desired accommodations(s). Upon receipt of the request, the Human Resources Department may require additional information such as reasonable documentation of the existence of the disability which may include a fitness for duty examination by an Agency approved physician. Any fitness for duty requested will be consistent with applicable law and shown to be job-related and consistent with business necessity.

Based on the information provided and received, and after engaging in an interactive process, the Agency will determine, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Agency will not provide accommodation(s) that would pose an undue hardship ~~upon-upon the~~ Agency ~~finances or operations~~, or that would endanger the health or safety of the employee or others. The Agency will inform the employee of its decision in writing. Any appeal to the request beyond Human Resources, if needed, would be brought forth to the Executive Director.

CHAPTER II

EMPLOYMENT POLICIES AND PRACTICES

2000 Employment Classifications and Status

Classifications:

Regular full-time employees are employees who have satisfactorily completed their probationary period and are regularly scheduled to work at least forty (40) hours per week. Regular full-time employees are eligible for all of the benefits set forth in the following pages. Regular full-time employees shall be subject to demotion, loss of pay, or termination only by the procedures contained herein (Chapter II, Policy 2021).

Probationary full-time employees are employees who are regularly scheduled to work at least forty (40) hours per week and are newly hired to a full-time position. Employees are considered probationary employees during the first twelve (12) months of their employment. Employees moving from a part-time to full-time role will be considered a probationary full-time employee as of the date of change in status.

During this probationary period the conduct and performance of the probationary employee will be monitored and evaluated. If the performance or conduct of the probationary employee is considered to be below standards acceptable to the Agency, the probationary period may be extended, or the probationary employee may be demoted or terminated. Such extensions, demotions or terminations are not subject to review or appeal. A probationary employee may be terminated or demoted at any time during the probationary period.

The probationary period is automatically extended by the length of any authorized leave(s) of absence of one work week or more. Employees are notified by Human Resources upon conclusion of their satisfactory completion of the probationary period.

Regular part-time employees are regularly scheduled to work less than (30) hours per week. Part time employees are not eligible for most employee benefits and should consult with the Human Resources Department to determine which benefits, if any, for which they are eligible. Part time employees are at-will employees and are not entitled to the due process and procedures prior to discipline.

Temporary/Seasonal employees are hired for a defined period of time to complete a specific assignment. The Agency reserves the right to modify or extend the duration of temporary employment, not to exceed a maximum of six months, or 1000 hours in any one year period. Extensions of temporary employment beyond six months must be approved by the Executive Director. Temporary/Seasonal employees are not eligible for most employee benefits, and should consult with the Human Resources Department to determine which benefits, if any, for which they are eligible. In addition, temporary/seasonal employees are at-will employees and are not entitled to the due process procedure prior to discipline.

Contract employees are employees whose employment is based on the terms and conditions set forth in their Agreement for Contract Employment. Duration of the Agreement for Contract Employment may not exceed 12 months, but may be renewed at the discretion of the Executive Director. Contract employees can be part-time or full-time and are paid on an hourly or salary basis. Contract employees are not eligible for most employee benefits and should consult with the

Human Resources Department to determine which benefits, if any, for which they are eligible. In addition, contract employees are at-will employees and are not entitled to the due process procedures prior to discipline.

Y-Rated employees are employees whose current compensation is higher than the pay range of the position they occupy. Y-rating typically occurs when an employee is transferred to a position in a lower pay range than the range of the position they are leaving. When Y-rated, the employee will not receive annual merit increases until 1) promoted or transferred to a position within a range higher than their current pay rate; or 2) their Y-rated pay rate is within the range of their current job assignment.

Status Designation:

The Agency complies with applicable State and Federal regulations that govern job categories designated as “exempt”. Positions are designated as “exempt” or “non-exempt” based on state- and federally- established criteria, such as job duties and responsibilities.

Exempt Status applies to incumbents in a position designated as “exempt”. Incumbents are paid a fixed value for their ongoing services, and are exempt from overtime rules and most time-based deductions.

Non-Exempt Status applies to incumbents in a position designated as “non-exempt”. The incumbent must receive overtime compensation in accordance with applicable laws and regulations. All payroll calculations are performed using the regular rate of pay ~~an hourly rate~~ as a basis for calculating overtime pay in excess of forty (40) hours in a workweek.

2001 Conflict of Interest/Incompatible Employee Activities

Each employee of the Agency shall devote their full time, attention and efforts to their work with the Agency during the hours of duty, conducting only Agency business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours or approved leave time off. All employees who undertake outside employment shall notify the Human Resources Department in writing of the nature, duties and hours of that employment before undertaking such employment. The Agency reserves the right to limit outside employment if deemed a conflict of interest.

The Housing Authority of the County of San Bernardino must be each full-time employee’s primary employment.

2002 Political Activity

It is the intent of the Agency that every employee is entitled to participate in the political process to the extent that such participation does not interfere with the orderly performance of Agency functions. The provisions of California State Government Code 3201-3209 and any future amendments thereto are hereby incorporated as part of this rule. Employees while engaged in political activity shall be held accountable for violations of any personnel rule or regulation governing the off-duty conduct of Agency employees.

Employees should contact the Human Resources Department prior to engaging in political activities to ensure compliance with this policy and the California Government Code.

2003 Nepotism

The Agency may refuse to hire relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety, or morale, or if doing so could create potential conflicts of interest. The Agency defines “relatives” as spouses, registered domestic partners, children, siblings, parents, in-laws, step-relatives, grandparents, grandchildren, aunt, uncle, first cousin, niece and nephew.

If two employees marry, become registered domestic partners, or become related, causing actual or potential problems such as those described above, only one of the employees will be retained with the Agency, unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with the Agency. If this decision is not made within the time allowed, the Executive Director will make the decision, taking the employment history and job performance of both employees into account. This is not subject to any appeal or grievance.

2004 Work Schedules

The Agency operates in accordance with a 9/80 alternative work schedule whenever possible (80 hours worked within 9 calendar days of a two-week period). Therefore, most employees are off work the first Friday of each two-week pay period.

Pay Period:

The two-week pay period for employees on a 9/80 schedule begins exactly four hours into their scheduled ~~on the~~ Friday (off work) and ends 14 days after at the end of the four hours the following Friday. ~~on Thursday.~~

- Week One Starts: 1st Friday (off work) at 11:00 a.m., 11:30 a.m., or 12:00 p.m (depending on approved schedule) to 2nd Friday (first 4 hours) = 40 scheduled hours
- Week Two Starts: 2nd Friday (over first 4 hours) to following Friday off (first 4 hours) ~~Thursday~~ = 40 scheduled hours

For the purpose of overtime/comp time calculations, the first 4 hours of the 2nd Friday will be applied to *Week One*; any hours thereafter will be applied to *Week Two*.

Employees who work hours not on a ~~on a non-traditional~~ 9/80 work schedule will begin their workweek at 12:00 a.m. on Friday and end at 11:59 p.m. the following Thursday. The two-week pay period will begin on a Friday and end 14 days later on a Thursday.

Work Schedule:

Whenever possible, the Agency offers five *work schedule* options to full-time employees in order to accommodate each employee’s individual preferences and work location needs. Part-time

employees work schedules will vary within the open office hours of 7:00 a.m. and 5:30 p.m. and may consist of working on Saturday and Sunday.

Work Schedules must be requested in advance by the employee: 1) at hire; or 2) in December of each year. Requests are approved for a one-year period, at the discretion of the Department Head, in light of Departmental and client service requirements. Mid-year changes or exceptions to work schedules must be approved by the Department Head. The Agency reserves the right to change work schedules during the year if business needs change.

All employees are expected to be at their desks or work site at the start of their scheduled shifts, ready to work; and work through the end of their shifts every day.

2005 Meal and Rest Periods

Employees are provided with a designated meal period, *not to be less than 30 minutes and not to exceed 60 minutes*, to be taken approximately in the middle of the workday in accordance with their daily work schedule. Meal periods are not compensated by the Agency and employees must clock out at the beginning of their meal break and back in upon return. Non-exempt employees working 5 hours or more must receive a 30 minute meal period unless the work shift is not more than 6 hours and has been waived by mutual consent of the employer and the employee. For employees working 6 hours or less in a day, the meal period may be waived by mutual written consent of the individual and the supervisor.

If for any reason a work day extends beyond a normal 9 hour work schedule, the employee should consider taking a second 30 minute meal break.

Employees are also allowed 15-minute rest periods for every four hours of work or major portion thereof. Rest periods ~~are to may~~ be scheduled by the Supervisor, and are provided on Agency paid time. Employees will be required to clock out for a rest break if they will be leaving the premises in a vehicle or on foot for their designated break. Employees will need to clock back in upon return.

Meal and rest periods may not be combined, or scheduled at the start or end of the daily work schedule. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. In compliance with applicable legal requirements employees are required to take meal periods, and are encouraged not to eat at their desks or work stations.

2006 Accommodation for Nursing Mothers

Recognizing that for many women and their babies, breastfeeding is important, the Agency will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The Agency will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit and access to electricity.

An employee must request an accommodation for lactation breaks by submitting a request in writing to the employee's supervisor and/or Human Resources. The employee's supervisor and/or Human Resources will respond to such request in writing indicating the approval or denial of the break request.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. The Agency reserves the right to deny, in writing, an employee's request for a lactation break if the additional break is in addition to their regular break and will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

~~comfortable private area near their working area to express milk. This will be a nonsmoking area. Expressed milk, if stored in an Agency refrigerator, must be stored in a container clearly labeled with the mother's first and last name, telephone extension and date. Containers with expressed milk with no date or with no name, or left over seven (7) days, will be removed.~~

~~A nursing mother who returns to work full time may take breaks for lactation purposes. Usually, the amount of time for breaks will be the same as under the break policy, and the timing of the break can be adjusted to best accommodate the nursing mother and her work schedule.~~

2007 Timekeeping Requirements

All non-exempt employees are required to record time worked on an electronic time card for payroll purposes. Employees must record their own time each day.

Electronic time cards are reviewed and approved by the appropriate manager on a bi-weekly basis. Managers will review and approve each time card, and submit them to the Payroll Department for processing. Completing another employee's time card, allowing another employee to complete their electronic time card, or altering an electronic time card after approval may be grounds for disciplinary action, up to and including termination of employment.

Any errors or adjustments to an electronic time card should be reported immediately to the manager for correction and approval. The Agency is committed to complying with the Fair Labor Standards Act (FLSA) and therefore prohibits improper deductions from FLSA exempt employees' pay. The Agency will promptly remedy any violations of this policy by reimbursing an affected employee for any amounts which have been improperly deducted from the employee's pay. Any employee who believes that an improper deduction has been made from ~~his/her~~their salary or who believes that ~~they have~~he/she has not been properly compensated for hours worked, shall submit a complaint to the Human Resources Department as soon as possible, and within 30 days of learning of the possible error. The Human Resources Department shall promptly investigate the complaint and render a written decision as soon as is reasonably possible. If the

complaint is determined to be justified, the employee shall promptly be reimbursed or compensated.

~~Salaried and~~ Exempt employees are required to submit electronic time cards for exception purposes only. The Agency may make deductions from paid leave accruals if the exempt employee works less than their regularly scheduled day. ~~for periods of less than 8 hours.~~ Additionally, ~~salaried and~~ exempt employees are expected to conform generally to the established work schedule for all employees. Although flexibility is provided for salaried employees to exercise judgment in maintaining their work schedule, this schedule should not be to the detriment of work production.

2008 Pay Days

All employees of the Agency are paid on every other Thursday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, whenever possible, employees will be paid on the preceding workday.

All required deductions as well as voluntary deductions authorized by the employee will be automatically subtracted from the paycheck. Each employee will have access to an on-line ~~receive~~ ~~a~~ statement which itemizes the gross pay, deductions, and net pay, and includes all other information as required by Federal or state law.

2009 Compensatory Time Off

All non-exempt employees of the Agency who work in excess of 40 hours in a workweek shall receive overtime compensation in the form of paid time or compensatory time off, at a time-and one-half rate. The employee is given the choice as to form of compensation and may do so from their timecard. ~~method is the employee's.~~ Eligible employees may accrue compensatory time to a maximum cap of 100 hours. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under this rule. This does not limit or cap *paid* overtime. Compensatory time accumulated under this rule is vested time and must be utilized prior to termination or paid in conjunction with termination of employment.

Accrued compensatory time ~~can be used in lieu of vacation time only, and~~ must be pre-approved by the Supervisor. As with vacation time, compensatory time can be used in no less than ½ hour increments. Compensatory time can be cashed out only at the time of termination.

2010 Pay for Mandatory Meetings/Training

The Agency will pay non-exempt employees for their attendance at meetings, lectures and training programs under the following conditions:

- Attendance is mandatory.
- The meeting, course or lecture is directly related to the employee's job.
- The employee who is required to attend such meetings, lectures or training programs is notified of the necessity for such attendance by his/her supervisor.

~~The employee will be paid on a straight time hourly rate for time spent at meetings, lectures and training programs.~~

2011 Incentive Pay Program

1. Bilingual Pay

This benefit in the form of extra pay is designed to compensate designated employees who are: a) required routinely and consistently to use communication skills in a language other than English; or b) available to assist other employees with the translation of non-English conversations.

The number of employees who receive Bilingual Pay and amount of Bilingual Pay shall be determined by the Agency, within the annual salary budget approved by the Board of Commissioners. Bilingual Pay will be suspended beginning the first day out on an approved Leave of Absence.

Please contact the Human Resources Department for additional information and procedural details regarding the Bilingual Pay Program.

2. Management Incentive Pay

This benefit in the form of extra pay and/or extra paid time off is designed to compensate employees in selected positions based on the unique nature of their work. Eligible positions are designated by the Executive Director based upon established job duties and responsibility. The amount of Management Incentive Pay shall be determined by the Executive Director, within the annual salary budget approved by the Board of Commissioners.

Management Incentive Pay will be suspended following 12 calendar weeks of continuous absence, unless the employee is on an approved pregnancy disability leave of absence, in which case benefits will be suspended at the end of 16 weeks.

3. Acting Assignment Incentive Pay:

Acting employees are employees temporarily assigned by management to a higher position in order to fill a position vacancy of at least three weeks. The Acting Employee will be compensated at the minimum of the temporary position pay range or at a level of approximately 5% higher than the employee's current salary, whichever is greater, for the length of the "acting" assignment. If the temporary position is eligible for Management Incentive Pay, the Acting Employee will receive the Management Incentive Pay and/or extra time off accrual while in the temporary assignment. All acting assignments must be approved in advance by the immediate Supervisors and Department Heads of the outgoing and incoming departments, Human Resources and the Executive Director.

Except as otherwise required by law, any employee who receives Acting pay and is placed on a leave of absence of more than three (3) consecutive days, will not be eligible for Acting pay during the leave of absence.

4. Maintenance On-Call Incentive Pay

The Agency On-Call policy and rotation procedure is established to ensure emergency maintenance issues are addressed promptly and effectively during non-working hours.

Positions designated to participate in on-call rotation assignments will be determined by the Agency. Designated personnel will be paid for actual time worked in accordance with the Agency Overtime Policy. In addition, an on-call incentive will be paid to the designated participants in an amount set by the Agency, within the annual salary budget approved by the Board of Commissioners.

Please contact ~~the Maintenance Operations Coordinator~~ or Human Resources for additional information and procedural details regarding the Maintenance On-Call Incentive Pay Program.

5. Project Incentive Pay

This benefit in the form of extra pay is designed to compensate employees for accepting and performing a project assignment outside the duties of their approved Agency Job Description. Project assignments are based upon business necessity and resources available, and must be approved by the Executive Director.

Except as required by law, any employee who is receiving Project Incentive Pay and is placed on a leave of absence of more than three (3) consecutive days, will not be eligible for Project Incentive Pay during the leave of absence.

2012 Overtime

As necessary, employees may be required to work overtime. The Agency will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. Employees may not ~~sign-clock~~ in early, work late or during their lunch hours without advance permission from their supervisor.

The Agency provides compensation for all overtime hours worked by non-exempt employees in accordance with ~~state and~~ federal law. Overtime includes all hours worked over the approved Agency work week schedule. For purposes of determining which hours constitute overtime, only actual hours worked and Holiday Pay will be counted. Therefore, time off, with or without pay for any reason other than Holiday Pay, will not count toward the overtime calculation.

Employees who are regarded by the Agency as exempt employees are not entitled to overtime compensation.

2013 Deduction for Exempt Salaried Employees

Exempt employees are paid a weekly salary. That salary represents a predetermined amount constituting the employee's compensation for the entire week. The salary is not subject to reduction because of variations in the quality or quantity of the employee's work. Deductions from an exempt employee's salary may occur only when they are authorized under the FLSA and any applicable state law. No deductions from an exempt employees' salary or disciplinary sanctions will occur in a manner that violates the salary requirements for exempt employees established under the FLSA and any applicable state laws. The Agency may make deductions from paid leave accruals for absences of 2 hours or more, ~~as allowed by the FLSA.~~

2014 Personnel Records

An employee's "personnel file" is defined as the file maintained by the Human Resources Department that contains information indicating the employee's name, title of position, the department assigned, salary, changes in employment status, performance evaluations, disciplinary documents and such other information as may be considered pertinent by the Human Resources Director. It is the responsibility of each employee to promptly notify the Agency of any changes in personnel data so that all information contained in personnel files is up-to-date.

Active or former employees have a right to inspect certain documents in their personnel file, as provided by law and must make such request in writing to the Human Resources Department. All requests will be reviewed with availability of documents occurring within 30 days of the request. The actual inspection will be held in the presence of the Human Resources Director.

An employee may request a copy of documents from their personnel file ~~that the employee has previously signed,~~ and may be charged for copies of personnel file documents. No person authorized to review a personnel file may remove a document from a personnel file. Medical records regarding an employee shall be maintained in a file separate from the personnel file, in a manner so as to protect the privacy of the medical information pertaining to the employee.

No direct information contained in an employee's personnel file shall be disclosed concerning any current or former Agency employee other than the employee's job title, inclusive dates of employment, work location and salary. ~~work phone number, departmental assignments and the nature of separation, resignation, or termination~~ Information may be disclosed pursuant to a court order or otherwise authorized by law. ~~to any person other than the Executive Director, Agency Attorney, Special Legal Counsel, Human Resources Director, Human Resources staff, the employee's Department Head or Manager.~~ An employee may authorize access to or the disclosure of information from their file only when written permission is provided to the Human Resources Department.

All employee requests for references must be directed to the Human Resources Department. No other manager, supervisor or employee is authorized to release references formally or informally for current or former employees.

2015 Background Checks and Investigations

The Agency recognizes the importance of maintaining a safe and productive workplace with honest, trustworthy, qualified, reliable and non-violent employees who do not present a risk of serious harm to their co-employees or others. For the benefit of all employees and the Agency, in furthering these interests and enforcing the Agency's policies, the Agency may perform, or request that third parties perform "background checks" or other types of investigations. These background checks and investigations may be performed by the Agency in whole or in part, at the Agency's discretion.

Background checks and investigations performed for the Agency may include the use of consumer reporting agencies, which may gather and report information to the Agency in the form of consumer or investigative consumer reports. The types of reports that may be requested from consumer reporting agencies under this policy include, but are not limited to, credit reports (as allowed by applicable law), criminal records checks, court records checks, driving records, and/or summaries of educational and employment records and histories. The information contained in these reports may be obtained by a consumer reporting agency from private or public record sources or through personal interviews with your co-workers, neighbors, friends, associates, current or former employers, or other personal acquaintances.

Pursuant to this policy, the Agency may request consumer reports, including record checks and investigative reports based on interviews, in connection with an application for employment, or promotion into a new position if the Agency has not conducted a background check within the previous five years. The Agency may otherwise obtain such reports, both during and after employment with the Agency, for purposes of evaluating, investigating, or enforcing compliance with Agency policies or in connection with responding to grievances or complaints, regardless of whether the employee remains in the employ of the Agency at the time the report is requested.

Employees are expected to cooperate fully with the Background Checks and Investigations policy. Such cooperation includes providing truthful and complete information in responses to inquiries made by the Agency or third party investigators during the course of investigations and providing appropriate written authorizations that may be required by law so that the Agency may obtain complete investigation reports. Failure to cooperate, or any attempt to interfere with the Agency's implementation of this policy will result in discipline, up to and including termination from employment.

Employees and applicants shall be provided and complete a Background Check Disclosure Form as part of their application or prior to commencing employment or in conjunction with the adoption of this Policy. If the Agency conducts an internal investigation or background check, without use of outside consumer agency reports, no Disclosure Form is required.

No person convicted of a misdemeanor involving moral turpitude or a felony within the last seven (7) years, which has some bearing on work performed for the Agency, shall be eligible for employment with the Agency. However, the Executive Director may disregard such conviction if he or she determines that mitigating circumstances exist, such as, but not limited to, evidence of rehabilitation, length of time elapsed since such conviction, the age of such person at the time of

conviction, or the fact that the position applied for is unrelated to such conviction. The Executive Director and the Human Resources Director are authorized to have access to the “State Summary Criminal History Information” as provided for in Section 11105 of the Penal Code of the State of California. It is unlawful under California law to automatically disqualify applicants based on their past criminal history. The factors in this policy are items the Agency would consider when conducting an individual assessment and only after it has made a conditional offer of employment. Further, if after conducting the assessment the Agency decides to deny an applicant from employment based on the conviction history, the Agency will notify the applicant of the preliminary decision in writing and provide the applicant an opportunity to respond. However, the above requirements do not apply to positions for which the Agency is otherwise required by law to conduct such a conviction background check.

To facilitate the Agency’s ability to perform thorough background checks on its employees, new Agency hires’ backgrounds will be researched to ensure that there is nothing which would hinder their ability to perform their job satisfactorily or create any unnecessary liability for the Agency. All background checks will be completed in accordance with applicable law.

2016 Performance Evaluation, Salary Increase & Job Descriptions

Performance Evaluation:

Full time and Part time employees will receive a written Performance Evaluation at the following employment milestones:

- Six-month anniversary of the hire date
- Annually thereafter in conjunction with the Agency annual performance review procedures

In the case of a promotion, the employee’s Performance Evaluation schedule will be adjusted to the following milestones:

- Six-month anniversary of the promotion date
- Annually thereafter in conjunction with the Agency annual performance review procedures

~~Contract employees will receive a written Performance evaluation in accordance with the terms of their contract.~~

The following will be considered major factors in every performance evaluation and will always be considered essential functions of every job (in addition to any others deemed essential by the Agency): regular and reliable attendance; the ability to respond positively to direction and criticism of performance; the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor.

Performance evaluations will also assess the quality and quantity of the work performed and knowledge of the job. The performance evaluation should help employees become aware of the progress they are making, the areas in which they need to improve, and objectives or goals for personal development and future work performance.

Salary Increase:

Salaries will be reviewed at the time of annual Performance Evaluations, and contingent upon positive performance results, may result in a salary increase. However, positive performance evaluations do not guarantee promotions or an increase in salary. Promotions and salary increases are solely within the discretion of the Agency and depend upon many factors in addition to individual performance.

Performance Reviews and Salary Increases while on Leave of Absence (LOA):

If a performance review and/or merit increase review comes due during an LOA, the performance review will be given immediately upon return from LOA. Based on the review, any appropriate increase will be given effective the date consistent with all other employees of return from an LOA. The timing of the next performance and salary review will not be adjusted.

If an employee's LOA is greater than 12 weeks in length during a performance review period, any approved pay increase may will be pro-rated in light of the time off work during the review period.

Job Description Review:

The Agency job descriptions will be reviewed annually by the employee and supervisor in conjunction with the performance review process, in order to maintain an accurate description of essential job duties. If an employee believes they have been working outside the essential duties described in their job description, they are encouraged to discuss the discrepancy with their Supervisor, Department Head or the HR Department.

If it appears an employee has been performing job duties that are not consistent with their Agency job description for at least 6 months, the HR Department will conduct an investigation and analysis of the job description, duties performed, and total compensation; then make recommendations for change if appropriate. An outside firm may be used to conduct the analysis as determined by the Human Resources Director. All recommended changes to job descriptions or pay rates must be approved by the Executive Director prior to implementation.

2017 Promotions and Transfers

It is the Agency's policy to encourage and promote the professional growth of each employee. Therefore, based upon an employee's qualifications, preference will be given to current employees whenever possible in filling open positions.

The Agency encourages employees to apply for promotions for which they are qualified. Promotions shall be based on the ability, qualifications, and potential of the candidates for the positions. Open positions are announced internally, and posted on the Agency web site.

Employees will be considered for transfer or promotion only if the following conditions are met:

- The employee must have successfully completed a minimum of six months' active service in their current position. (Exception: Incumbents who: 1) have been in a contract position for less than six months; 2) their contract position is posted as regular-full-time; and 3) as a result of the change, the incumbent would lose their job.)
- The employee's performance in their current position must be satisfactory or better. A written warning received within the six-month period preceding the request for transfer or promotion will constitute unsatisfactory job performance for purposes of this policy.
- The employee must possess the minimum qualifications required for the position to which a promotion or transfer is sought;

Requests for lateral transfer to the same position at a new location will be granted at the discretion of the Department Head, depending on business operation requirements.

Exceptions to these conditions must be approved in writing by the Executive Director.

2018 Reductions in Force or Hours

Under some circumstances, the Agency may need to restructure or reduce its workforce or reduce work hours of employees. If it becomes necessary to restructure operations or reduce the number of employees or number of hours worked, the Agency will attempt to provide advance notice, if possible, so as to minimize the impact on those affected, and in accordance with any applicable laws. If possible, employees subject to layoff or reduction in hours will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. A layoff or reduction in hours is not considered disciplinary action.

In determining which employees will be subject to layoff or reduction in hours, the Agency will take into account, among other things, operation requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service. All layoff and furlough decisions are entirely within the discretion of the Agency and are not subject to grievance or appeal.

2019 Communication Standards

Suggestions for improving the Agency are always welcome. Good-faith suggestions, complaints and questions relating to the interpretation or application of these policies are to be taken first to the supervisor, following these steps:

1. Within a week of the occurrence, bring the situation to the attention of your immediate supervisor who will then investigate and propose a solution or explanation.
2. If the problem is not resolved or persists, you may present the problem in writing to the Department Head, who will investigate and propose in writing a solution or explanation.

3. If the problem is not resolved or persists, you may present the problem in writing to the Human Resources Director, who will then investigate and propose in writing a solution or explanation.
4. If the problem is not resolved or persists, you may present the problem in writing to the Executive Director who will attempt to reach a final resolution, which shall be final and binding.

This procedure, which is important for both the employee and the Agency, may not result in every problem being resolved to the employee's satisfaction. However, the Agency values all input and encourages employees to raise issues of concern, in good faith, without the fear of retaliation.

2020 Progressive Discipline

The purpose of progressive discipline is to obtain a level of employee performance and productivity which meets Agency standards. All employees are expected to conform to HACSB rules and standards of conduct, in order to ensure the orderly and efficient operation of our Agency.

Regular full-time and part-time employees who fail to comply with work rules and standards, or whose performance falls below job standards, will be subject to disciplinary action. A progressive disciplinary procedure may be followed, as appropriate to the performance issue. However, immediate suspension, reduction in pay, demotion or discharge may also occur if appropriate to the offense.

2021 Suspensions, Demotions, Reductions in Pay, Discharge

A probationary employee or part-time employee whose work or conduct is found to be below standards acceptable to the Housing Authority shall be discharged or demoted. Such demotions or discharge are not subject to review or appeal.

A full-time employee who has successfully completed the probationary period and is not conforming to certain standards of conduct, violation of agency policies or rules, or performance may be demoted, suspended, reduced in salary, or discharged for cause.

I. Notice of Proposed Action: Prior to the issuance of a ~~final~~written order to either suspend, demote, reduce compensation, or discharge an employee, a notice of proposed action will be delivered to the employee with at least two (2) business days to respond to the notice. ~~written notice of at least two (2) days of the proposed disciplinary action shall be given before such action is taken.~~ The Notice of Proposed Action must include:

- a. Notice of the proposed action;
- b. Reasons for the proposed action pursuant to these policies;
- c. A description of charges stating specific incidents or specific courses of conduct, and a ~~copy of any written materials pertaining to those incidents or course of conduct~~all documents upon which the Agency relied upon in issuing the discipline; and

- d. A notice to the employee of the right to respond in writing and/or orally to the proposed disciplinary action before said discipline is imposed. The notice to the employee of the right to respond must specify at least the two (2) business day period except as provided in the “Exceptions” paragraph below. A longer notice might be warranted in specific cases because of the volume of material or complexity of the issues involved.

The notice of Proposed Action must be in writing and be signed by the Supervisor and/or Manager delivering the notice. Upon receipt of the employee’s response, if any, the Department Head shall review the response and determine the appropriate course of action. This may include imposing the same level of disciplinary action, modifying with less severe disciplinary action, or rescinding the notice of proposed action.

Exceptions: Employees may be suspended without prior written notice in extraordinary circumstances when it is essential to avert harm to the public, other employees, or to avert serious disruption of governmental business. Extraordinary circumstances include, but are not limited to, situations involving: misappropriation of public funds or property; working while under the influence of intoxicating liquor or drugs; open insubordination; commission of a crime involving moral turpitude punishable by imprisonment for six (6) months or more; or disruption of Authority business through willful misconduct (altercations, etc.)

II. Order of Disciplinary Action: Upon expiration of the Notice of Proposed Action, the imposition of disciplinary action to suspend, demote, reduce in salary, or dismiss is constituted by the written Order of Disciplinary Action. The Order must include:

- a. Effective date of disciplinary action (the effective date may be prior to the Order of Disciplinary Action, provided the circumstances warranted such immediate action);
- b. Specific charges upon which the disciplinary action is based;
- c. A notice to the employee of the right to appeal; and
- d. Notice of time to appeal and answer.

The Order of Disciplinary Action must be in writing and signed by the Department Head. A copy of the Order shall be personally served on the employee or sent via a certified tracking option (FedEx, UPS, etc.) ~~by certified mail~~ to the employee’s last known address. The original order shall be filed with the Executive Director, and shall be accompanied by information showing that the employee has been served. ~~either personally or by certified mail.~~

After filing the Order with the Executive Director, and if there is an Appeal, the Order may still be amended by the Executive Director or Department Head prior to the commencement of a hearing before the Executive Director or his or her designee; or withdrawn prior to the final decision of the Executive Director. If the Order is amended, and the amendment presents new cause(s) for discipline, the employee shall again be afforded all of the procedural safeguards enumerated above.

III. Request to Appeal an Order of Disciplinary Action: The employee may appeal an Order of Disciplinary Action to the Executive Director and request a hearing before the Executive Director. The request to appeal must be in writing and must be filed with the Executive Director within five (5) business days of receipt of the Order. The employee shall have the right to a closed hearing.

After submitting a Request to Appeal, the employee must also submit a written Answer to the charges within five (5) business days of the Request to Appeal. The Answer:

- a. Must include an admission or denial for each cause for discipline set forth in the Order of Disciplinary Action. If an answer denying the cause(s) is not filed, said causes for discipline will be deemed admitted;
- b. May state specific facts or reasons as grounds for the appeal; and
- c. If the Answer is found to be sufficient, a date and time of the hearing will be fixed. If the Answer is found to be insufficient, the employee will be so advised and given an opportunity to file an amended Answer.

IV. Hearing: The Executive Director, or his or her designee, must hold the Hearing within ~~30-60~~ days of filing the Appeal, unless the employee and management mutually agree in a written format to a date outside this time frame. Both parties shall be in attendance at the hearing and may be represented. The parties are defined as the appellant employee and the Department Head who signed the Order of Disciplinary Action. The Executive Director, or his or her designee, shall ~~mail send~~ a notice of the time and place of the hearing to the parties at least 10 calendar days prior to the hearing by email or other form of tracking notification to ensure appellant employee has received. certified mail.

Rights of Parties:

- a. Choose a representative;
- b. Testify under oath;
- c. Make a request to have witnesses or documents subpoenaed;
- d. Question all witnesses;
- e. Present evidence; and
- f. Argue the case.

Purpose of the Hearing: To determine the accuracy and the sufficiency of the facts attendant to the Order of Disciplinary Action. In other words, the Executive Director, or his or her designee, shall determine whether the Agency has proven by a preponderance of the evidence that the employee engaged in the alleged misconduct or violation of Agency rule, re is sufficient evidence that the employee engaged in the alleged misconduct or violation of Agency rule and whether the level of discipline imposed was reasonable for just cause. The Housing Authority shall have the burden of proof. The inquiry of the Executive Director shall be confined to a consideration of the stipulations, evidence and reasons upon which the Housing Authority based the action and any pertinent information which established the truth or falsity of such evidence. The Executive Director shall have the right to order a closed hearing to be conducted if it is in the best interest of all concerned except as otherwise provided or required by law.

The Executive Director may modify the degree and the type of disciplinary action to be imposed. However, the Executive Director may not increase the level of discipline contained in the Order of Discipline.

Exhibits and Witnesses: The names ~~and addresses~~ of all witnesses and exhibits shall be made a part of the record. The Executive Director shall have the power to exclude the witnesses not under examination, ~~and to admonish witnesses to refrain from discussing the subject of their testimony with other witnesses or potential witnesses.~~ The parties and their representatives shall be permitted to remain in the hearing room at all times prior to submission of the matter for decision, even though they may be called upon to testify as witnesses. The Executive Director shall require all witnesses to testify under oath or affirmation. The oath shall read:

“Do you solemnly swear (or affirm) that the testimony you are about to give in this matter shall be truth, the whole truth, and nothing but the truth?”

Evidence: Exhibits shall be marked and numbered, and when offered by either party, may be received in evidence. Oral evidence shall be taken only upon oath or affirmation. Each party shall have the following rights: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues, even though the matter was not covered on direct examination; to impeach any witness regardless of which party first called and said witness to testify; and to rebut the evidence. The employee may be called and examined as a witness by the Authority or the Authority’s representative. The Executive Director shall not be bound by the technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in any common law or statutory rule which might make improper the admission of such evidence over objection in civil action. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded. Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it would be admissible over objections in civil actions.

~~If any witness cannot be present at the time of the hearing a deposition may be taken in accordance with the rules applicable to depositions in civil cases. The cost of a deposition shall be borne by the party taking the deposition. Affidavits shall be used only when it is impossible to secure depositions.~~

Tape Recording of Hearing: The Executive Director shall audio-tape the proceedings of the Hearing. A party desiring the stenographic recording of the Hearing shall bear the cost of the court reporter.

Closing of Hearing: The Executive Director shall inquire if either party has anything further to offer. Upon receiving negative replies, the hearing shall be closed. The Executive Director will give each party a written account of its decision within thirty (30) calendar days after the hearing.

Decisions and Reopening of Hearing: Disciplinary hearing decisions are final upon Executive Director’s adoption of finding of fact and conclusions of law. For good cause, the Executive Director may reopen a hearing anytime after the close of a hearing except that a hearing may not

be reopened after the Executive Director's final adoption of findings of fact and conclusions on law.

Waiver of Rights: Either party who proceeds with the hearing knowing that any provision or requirement of these Rules has not been complied with and who fails to object, in writing or on the record, shall be deemed to have waived the right to object.

Expenses: The expenses of the witnesses for either side shall be paid by the party producing such witnesses.

Penalty for Failure to Obey Subpoena: The Executive Director shall have the power to issue subpoenas requiring attendance or production of documents before and during a disciplinary hearing appeal.

~~Any person duly subpoenaed to appear and testify or to produce documents before the Executive Director and who willfully neglects or refuses to appear and testify or to produce documents, may be subject to the civil and criminal penalties of contempt, unless issuance of such subpoena does not allow sufficient time for the witness to respond.~~

2022 Voluntary Termination

An employee who fails to report to work for three (3) consecutively scheduled workdays without notice to, or with approval by his/her supervisor, will be considered to have voluntarily terminated employment with the Agency. All Agency-owned property (vehicles, keys, uniforms, identification badges, credit cards, radios, etc.) must be returned immediately upon termination of employment.

2023 Pre-Employment Physicals and Fitness for Duty

~~It is a policy of the Agency that as a condition of employment after offer, Each person accepting employment with the Agency shall be required to pass a pre-employment physical and pre-employment drug testscreening that have been identified as appropriate for the position. This will be done~~ at an Agency-designated medical facility at Agency cost before an appointment to employment becomes effective. Additionally, employees who are appointed to a new position that requires different physical demands on the employee shall also be subject to passage of an employment physical.

The Agency may also require an employee to undergo a physical or psychological fitness for duty examination if there is a job-related consistent with business necessity reason for the fitness for duty examination. A supervisor or Department Head must consult with the Human Resources Director prior to imposing a requirement for a fitness for duty examination. If an employee is required to submit to a fitness for duty examination, he or she shall be advised in writing as to the reasons for the examination and the date and location of the examination. The Agency shall pay all costs related to the examination and the employee shall be compensated for the time spent at the examination. Refusal to submit to the medical examination shall be deemed insubordination and subject the employee to discipline, up to and including termination.

2024 Personal Calls While at Work

The Agency understands that it may occasionally be necessary for employees to place personal phone calls while at work. However, personal calls should be made during lunch and/or breaks. Personal calls or texting on an Agency or employee's cell phone must be kept at a reasonable level; i.e., for emergencies or situations where immediate communication is essential.

CHAPTER III

STANDARDS OF CONDUCT

3000 Work Performance Standards

The following guidelines have been developed to communicate the Work Performance Standards of the Agency.

Each employee is expected to:

- Report to work punctually, as scheduled, and be at the assigned work station, ready for work, at the assigned starting time;
- Notify the appropriate manager when unable to report to work, or unable to report for work on time;
- Actively work during all work hours;
- Comply with all performance/conduct and safety/security policies and procedures;
- Wear appropriate business attire for the work being performed;
- Perform assigned tasks efficiently and correctly;
- Address fellow employees, clients and visitors in a professional, courteous and respectful manner;
- Maintain work place and work area cleanliness;
- Use Agency equipment and office supplies for Agency business only;
- Refrain from behavior or conduct deemed offensive or undesirable;
- Obtain approval from the Executive Director before removing any Agency property for personal use;
- Comply with Agency rules and regulations.

The following definitions and classifications are examples of violations for which corrective counseling and/or disciplinary action may be taken, up to and including termination.

Examples of *performance issues* include, but are not limited to:

- Excessive absenteeism, or patterned absences on a recurring basis;
- Excessive tardiness;
- Failure to meet performance objectives and/or work quantity and quality standards;
- Abusive or unauthorized use of Agency supplies and equipment;
- Excessive personal calls, either incoming or outgoing;
- Excessive use of personal cell phone during work hours;
- Failure to adhere to safety/security regulations, procedures and policies;
- Reckless driving, including speeding, while operating Agency vehicles;
- Operating an Agency vehicle without a license or insurance;
- Unauthorized use of Agency vehicles;
- Failure to immediately report an accident or job-related injury.

Examples of *inappropriate behavior and misconduct* include, but are not limited to:

- Reporting to work intoxicated / under the influence of alcohol or non-prescribed drugs;
- Possession or use of alcoholic beverages on Agency property or housing sites;

- Sleeping while on duty:

- Consumption of alcoholic beverages while engaged in Agency business or while in Agency uniform;
- Falsifying employment or any other Agency records or any official statement or document;
- Dishonesty;
- Disobedience of any law, ordinance, authority, rules, or government that is connected to their position duties and requirements, or departmental regulations;
- Submitting a fraudulent injury claim;
- Failure to maintain the confidentiality of Agency information or business records;
- Discrimination; Violation of the Agency discrimination and retaliation policies;
- Harassment, sexual or otherwise; Violation of the Agency Harassment and retaliation policies;
- Solicitation of outside work from clients or vendors;
- Fighting or otherwise physically assaulting another employee, client or vendor;
- Use of obscene, abusive, or threatening language and/or gestures;
- Theft or misappropriation of property from co-workers, clients, the Agency or visitors of the Agency;
- Misuse, abuse or destruction of Agency property;
- Gambling on Agency property;
- Possession, sale or use of firearms or other weapons on Agency premises or while on Agency business;
- Refusal to follow management's directions or instructions concerning any job-related function;
- Insubordination;
- Deliberate concealment of another employee's misconduct;
- Posting, removing or defacing notices, signs or writings on Agency property without proper permission;
- Embezzlement/theft of any money or property belonging to the Agency;
- Violation of or failure to adhere to the rules of operation or conduct established by the Agency;
- Any behavior or practice, whether or not mentioned in this Handbook, inconsistent with the ordinary and reasonable conduct necessary for a productive work atmosphere;
- Any other behavior that is incompatible with Agency employment.

3001 Business Ethics

The Agency is committed to conducting its business affairs honestly and with integrity. This commitment applies to our relationships with competitors, clients, vendors and employees. Each employee must maintain the highest standards of personal and professional ethics. These rules, practices and policies concerning conduct and behavior ("Standards") are instrumental to the continued success of the Agency.

An employee should not conduct Agency business that is not in the full spirit of honest and ethical behavior, nor should an employee cause another employee, or non-employee, to act or behave in such a manner, either through inducement, suggestion, or coercion. Furthermore, an employee

should not furnish confidential Agency, employee or client information to any individual, business or entity without first consulting with and acquiring the approval of the Executive Director.

Each employee is expected to report dishonest activities by other employees to their manager. Failure to report such activities is considered a violation of the Agency standards. Knowingly submitting false information is also considered a violation of the standards.

Initiating or encouraging reprisal action against an employee or other person who, in good faith, reports known or suspected standards violations is prohibited.

Employees are expected to conduct themselves in a professional manner at all times; demonstrating a positive attitude, respect for co-workers, vendors, our clients and their property.

3002 Confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Agency, its suppliers, its clients or fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information is on a “need-to-know” basis and must be authorized by the appropriate department manager. Any breach of this policy will not be tolerated and legal action may be taken by the Agency.

3003 Customer Relations

We are a service business and all of us must remember that the customer is to be treated courteously and given proper attention at all times. Customer service is everyone’s responsibility. Every time employees interact with an individual, answer the telephone, send an e-mail, write a letter, or attend a meeting, they are making an impression on our customers – whether they are program participants, landlords, visitors, partners or even other Agency employees.

Employees are expected to be courteous, respectful, honest and professional. For specific guidelines on customer interaction, employees are to review the Customer Service Policy and Guidelines.

3004 Zero Tolerance for Workplace Violence

1. Statement of Policy

The Agency recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the Agency has adopted this Zero Tolerance Policy for workplace violence.

The safety and security of the Agency employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Agency or which occur on the Agency property will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the Agency, including, but not limited to, Agency personnel, contract and temporary workers and anyone else on Agency property. Violations of this policy, by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property or by an individual acting off Agency property when his or her actions affect the business interests of the Agency, will lead to disciplinary action up to and including termination, and/or legal action as appropriate. The Agency's workplace security program is described in more detail in the Agency "Injury, Illness and Prevention Program".

2. Definitions

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several of Agency employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- Threats or acts of violence occurring off Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- Threats or acts of violence occurring off Agency premises involving an employee of the Agency if the threats or acts affect the business interests of the Agency.
- Threats or acts of violence occurring off Agency premises of which an employee of the Agency is a victim if the Agency determines that the incident may lead to an incident of violence on Agency premises.
- Threats or acts resulting in the conviction of an employee or agent of the Agency, or of an individual performing services for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Agency.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of Agency or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or intimidation.

~~Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.~~

3. Enforcement

Any person who engages in a threat or violent action on the Agency property may be removed from the premises as quickly as safety permits and may be required, at the Agency's discretion, to remain off Agency premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by an Agency employee, a judgment will be made by the Agency as to what actions are appropriate, including possible medical evaluation and/or possibly disciplinary action.

Once a threat has been substantiated, it is the Agency's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this Agency policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing Agency policy or procedure should be interpreted in a manner that prevents the above from occurring.

4. Temporary and Permanent Restraining Orders

Any employee who applies for a temporary or permanent protective or restraining order which lists any Agency location as a protected area must provide to the Human Resources Director a copy of the petition and declarations used to apply for the order. Any employee who obtains a temporary or permanent protective or restraining order which lists any Agency location as a protected area must provide to the Human Resources Director a copy of the order. Such information will be kept confidential to the extent possible without compromising the safety and security of Agency employees and the Agency.

Important Note: The Agency will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Agency. In making this determination the Agency may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

3005 Drug and Alcohol Abuse

The Agency upholds a zero-tolerance policy regarding the use of alcohol, illegal drugs or controlled substances in the work place and during work hours. Use of these substances can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the Agency. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees

and exposes the Agency to the risks of property loss or damage or injury to other persons. Violations of this policy will result in termination of employment.

The following rules and standards of conduct apply to all employees either on the Agency property, ~~or~~ during the workday (including meals and rest periods), or while on call.

The following are strictly prohibited by the Agency:

- The consumption, possession, use, purchase, sale, manufacture and distribution of alcohol in the workplace or any Housing Authority facility or property. The Agency also discourages the use of alcohol during all Agency-related functions off Agency premises.
- The use of alcohol while conducting work on or off Agency premises is not permitted at any time.
- Driving an Agency vehicle or your own vehicle for an Agency-related purpose while under the influence of alcohol or an illegal drug or controlled substance.
- The non-prescriptive use, sale, possession, distribution, dispensation, manufacture or transfer of controlled substances and/or drug-related paraphernalia on Agency property or during work hours.

Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. The Agency may also bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Agency reserves the right to conduct searches of Agency property and to implement other measures necessary to deter and detect abuse of this policy. The Agency also reserves the right to require that an employee undergo drug or alcohol testing if the Agency determines that there is reasonable suspicion to believe that the employee is under the influence of any illegal drug or controlled substance or alcohol while at the workplace or subject to duty.

When an employee incurs a work-related injury that requires medical attention or is involved in a single or multiple party vehicle accident while on Agency business or during work hours, the employee must contact their supervisor and Human Resources immediately to determine if the employee must undergo drug and alcohol testing.

Employees who refuse to submit to a drug or alcohol test immediately when requested by their supervisor, manager, Human Resources Director or law enforcement personnel or who refuse to submit to a search of personal properties if requested by law enforcement personnel or who are convicted of a criminal drug or alcohol statute that is connected to their position, duties and requirements within the Agency, shall be subject to discipline, up to and including termination.

A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. If the drug screen is positive, the employee must provide, within twenty-

four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance and seriously impair the employee's value to the Agency. Employees who are using prescription or over-the-counter drugs which may impair their ability to safely or properly perform their jobs, or may affect the safety or well being of others, must report the same to their supervisor, and may be requested to undergo a medical examination at the Agency's expense if the Agency reasonably believes that the use of such drugs may be adversely affecting their job performance.

The Agency will encourage and may assist employees with chemical dependencies (alcohol or drugs) to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave from the Human Resources Director or Executive Director. The Agency's support for treatment and rehabilitation does not obligate the Agency to employ any person whose job performance is impaired because of drug or alcohol use, nor is the Agency obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. ~~Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, fail to successfully overcome their dependency or problem and are involved in a second violation of this policy will not be given a second opportunity to seek treatment and/or rehabilitation, unless such an opportunity is mandated by law.~~ This policy does not affect the Agency's ability to discipline an employee ~~treatment of employees~~ who violate the rules and standards of conduct described above. Rather, rehabilitation is an option for employees who come forward and acknowledge a chemical dependency and voluntarily seek treatment to end that dependency *before* they violate the above rules and standards of conduct.

3006 Punctuality and Attendance

Employees of the Agency are expected to be punctual and regular in attendance. This is an essential function of every job classification.

Employees are expected to report to work as scheduled, on time and prepared to start work. If the employee is unable to report for work for any scheduled workday, they must ~~call~~ notify their supervisor ~~personally~~ each day within 30 minutes of the time scheduled to begin working for that day. If unable to speak to the supervisor personally, a voice message must be left for the supervisor and one additional person, including a phone number where the employee can be reached. Emails are acceptable and are to be sent to both the employee's supervisor and one other person within the office. This rule applies to all but the most severe and extenuating circumstances. In all cases of absence or tardiness, the employee must provide their supervisor with an honest reason or explanation.

If an employee calls in to their supervisor with a medical off work order for consecutive work days, of up to 5 working days, upon approval from their manager, they will not be required to call in each day. However, if the time off extends beyond the initial approval, it is the responsibility of the employee to again contact their supervisor in accordance with this policy. Any off work order received that is greater than 35 working days will require the Leave of Absence process and the employee should contact Human Resources.

Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Agency business. Late arrivals and/or early departures are disruptive and must be avoided. More than three (3) unscheduled late arrivals, mid-day absences or early departures within a 3-month period is considered excessive and may result in disciplinary action.

Unacceptable attendance is defined as more than three (3) “occurrences” or three (3) partial day absences in a 3-month period, and may result in disciplinary action. An “occurrence” for the purpose of this policy is defined as one or more unscheduled consecutive full days’ absence for the same reason. (For example, an absence of three consecutive days due to illness will be recorded as one “occurrence” on the employee’s attendance record.) A Leave of Absence, pre-approved vacation and arriving late to work or leaving early is not considered an occurrence. Excessive occurrences, late arrivals or early departures will result in discipline up to and including termination.

Regular attendance at work is essential to efficient business operations. Repeated absences although within technical boundaries of the policy, may affect business performance and therefore may result in disciplinary action.

If the Agency closes an office due to inclement weather (snow, road closures, etc.) work scheduled employees will be paid for the day and will not incur an “occurrence” on their attendance record. However, if the employee’s office is open for business employees are expected to be at work regardless of where they live. If an employee requests to leave work early in order to get home safely due to inclement weather, the employee must receive approval from their supervisor. Any hours missed will be unpaid.

Note: 1) Paid Sick Leave is provided by the Agency to serve as a “safety net” for those times the employee must be absent from work due to illness. Please be aware that even though an employee may have Paid Sick Leave accrued, more than three “occurrences” in a three-month period is still considered excessive absenteeism. 2) Approved absences that qualify as Paid Sick Leave Law leave (the first 3 days or 24 hours in a 12- month period), Kin Care Leave (Labor Code Section 233), leave under FMLA (Family Medical Leave of Absence), CFRA, PDL, Personal Leave, or are ADA-related will not be counted against the employee’s attendance record.

If the employee fails to report for work without appropriate notification to the supervisor and the absence continues for a period of three days, the Agency will consider the employee to be absent without leave and potentially subject the employee to separation based on reasonable notice.~~have abandoned their employment and have voluntarily terminated.~~

3007 ~~Standards of Dress and Grooming~~ Dress Code

The Housing Authority of the County of San Bernardino is a professional organization. Because each employee is a representative of the Agency in the eyes of our clients and the public, it is important that each employee report to work properly groomed and wearing appropriate attire. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed and in non-compliance with this policy may be sent home to change without compensation.

An employee's religious beliefs or medical conditions, as defined by applicable law, that require deviation from the standards as set forth will be considered on an individual basis.

Department managers are responsible for enforcing the dress policy, and may provide more specific guidelines, if variance from the policy is deemed appropriate.

Clothing and Footwear

Employees who wear uniforms are expected to report for duty in the assigned uniform. Uniforms are expected to be clean and pressed. All maintenance personnel are required to wear some form of work boot during all days/times conducting maintenance related activities.

Employees who are not required to wear uniforms are expected to wear business clothing appropriate to the position held. Attire is expected to be clean, pressed and well fitting. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean and in good repair.

Examples of unacceptable attire for all employees include tank or halter-tops, ~~beach style~~ "flip-flop" sandals, bare midriff, low back or front attire, off-the-shoulder or open-shoulder attire, spandex or denim pants, jeans and T-shirts with inappropriate designs or messages. All clothing should fit appropriately and be clean and without rips or holes.

~~Appropriate office attire for "Friday Business Casual" includes collared shirts for men. Jeans without rips or holes are OK.~~ Spandex/leggings and athletic wear such as sweat-shirts, sweatpants and tennis shoes are unacceptable at all times.

Tattoos and Jewelry

Facial piercing jewelry is prohibited. Pierced earrings may be worn to a maximum of three pieces per ear. Ear plugs are to be no larger than ¾ inch in diameter. All body tattoos must be covered while at work. All jewelry must be appropriate so it does not detract from a professional appearance.

Personal Hygiene

Personal hygiene is essential. Therefore it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.

3008 Employee Identification Badge

Full-time and part-time employees are encouraged to wear an HACSB Identification Badge during all work hours. Wearing an ID Badge when interacting with the public or representing the Agency within meetings outside of the organization is highly encouraged. Badges are issued at time of hire, and are Agency property to be returned immediately upon request of management or termination of employment.

CHAPTER IV

OPERATIONAL CONSIDERATIONS

4000 Technology Usage

Technology is a valuable and necessary resource for the Agency. The Agency provides the use of computer systems, telephones, and other technologies to employees enabling them to perform agency business and provide services effectively and efficiently. Incidental personal use, is secondary and must not interfere with business use or job performance. Agency technology must be used in compliance with applicable statutes, regulations and Agency policies, including those that require a work environment free from discrimination and harassment. Employees are expected to use common sense and good judgment to avoid any communication that is disrespectful, offensive, or illegal. Employees may be subject to disciplinary action up to and including termination for using Agency technology in a manner that is in violation of the Technology Usage Policy.

Expectation of Privacy

All electronic data placed on the Agency's information systems are the property of the Agency. Accordingly, employees should have no expectations of privacy in their e-mail messages (or any other data files residing on Agency-owned hardware), phone records, etc., whether sent or received. This includes any files that may be designated as "private" or "personal" under the Agency's software, and also includes files and data for which the user has created a password.

Web Internet/Intranet Usage

Internet communication and information exchange directly related to the Agency, or the user's duties are acceptable. All searches done over the Internet are public resources and are not confidential and employees shall have no expectation of privacy regarding the use of Agency-provided internet. The Agency will monitor and may disclose the content and results of these searches. Users shall use these systems consistent with the Agency's policies.

E-mail

The occasional personal use of e-mail on the employee's non-working time (e.g., lunch, breaks, etc.) is permitted as long as it does not interfere with regular Agency business, is not excessive, does not cause an adverse impact (e.g., congestion, viruses, etc.) on the Agency's network, and does not contain obscene or harassing material, or violate other established Agency or department policies or procedures.

The Agency recognizes that under certain circumstances, employees may seek to access the Agency computer, voicemail, or email systems to engage in work-related activities outside their regularly scheduled hours. All non-exempt employees must first obtain authorization from their supervisor before performing any such work. Employees who choose to access Housing Authority-owned voicemail or email accounts during non-working hours do so with the understanding that these activities are neither required nor expected.

Wireless and Smart Phone Requirements and Usage

The Agency does not provide cellular or smart phones to employees for business purposes. Instead the Agency provides a monthly allowance to reimburse employees in designated positions for the use of a personal cellular or smart phone for Agency business.

Any wireless device that is connected to any Agency system must have the account and Agency data contained on it removed in any instance in which the device will not be used for Agency business, including but not limited to changing device hardware, removal of device hardware from service, and separation of employment from the Agency.

Any devices that contain data that are not verifiably removed from the system are subject to a remote wipe procedure that will erase all data on the device, including personal data, applications and their data, etc.

Any hourly, non-exempt employees who are in a designated position in which they receive a monthly allowance for data access to the Agency system, are discouraged from accessing any information, data or e-mails from their phone during non-working hours and/or while they are on an approved leave. Data access is for working hours only.

This policy is only a summary of the Technology Usage policy in place. For specific guidelines and information on Technology Usage, employees are to review the Technology Usage Policy through their supervisor and/or Human Resources.

4001 Off-Duty Use of Facilities

Employees are prohibited from being on Agency premises or making use of Agency facilities while not on duty. Employees are expressly prohibited from using Agency facilities, Agency property or Agency equipment for personal use unless authorized by the Executive Director.

4002 Travel Policy

Agency employees may perform official travel necessary to conducting Housing Authority business. Except as provided below, such actual and necessary travel expenses shall be authorized by the Board of ~~Governors'~~Commissioners' approval of the Authority's annual budget and shall need no further Board approval. If extraordinary or unanticipated expenditures arise between annual budget reports that impact the budget, such expenditures shall be approved in advance by the Board.

Travel Approval: Prior to travel, a Travel Request Form must be approved by the appropriate department manager and Executive Director. Registration, transportation and lodging arrangements will be made by administrative staff.

Day-Travel Expenses: Day travel expenses for training and conferences will be reimbursed upon submission of a Travel Expense ~~Voucher~~form. Upon supervisor approval, employees will be eligible for a per diem of up to \$16/day.

Over-Night Travel Advance: Employees who travel overnight fifty (50) miles or more from work may be provided with an advance to cover the per diem, lodging and transportation. Employees traveling beyond 50 miles for a full day meeting or conference, have the option to stay overnight the day prior to the meeting or conference. Travel plans should be booked as far in advance as

possible to take advantage of savings in transportation fares, lodging rates and car rental reservations.

Per Diem Allowance: When traveling overnight, the daily allowance for meals and miscellaneous incidentals (gratuities and other fees for service) is ninety dollars (\$90) per day.

- Breakfast allowance: \$19.00
- Lunch allowance: \$25.00
- Dinner allowance: \$34.00
- Allowance for gratuities and other fees for service: ~~\$12.00~~ \$6.00

(Note: when submitting a Travel Expense Voucher, meals not actually purchased should be excluded from the per diem according to the meal allowance rate above.)

Parking Expense: Parking expenses require itemized receipts, and will be reimbursed upon submission of receipts with the Travel Expense Voucher or the Agency credit card reconciliation.

Extraordinary Expense: Extraordinary expenses that exceed the per diem allowance require itemized receipts, and will be reimbursed upon submission with the Travel Expense Voucher or with the Agency credit card reconciliation. Examples may include unanticipated conference material, business meals, and other unanticipated expenses.

Lodging Expenses: Lodging costs will be reimbursed if travel on official Agency business requires an overnight stay. If such lodging is in connection with a conference, hotel cost should not exceed any group rate published by the conference sponsor. In the event the group rate is not available, comparable lodging shall be used at a rate that is reasonable for the locale and consistent with the class of hotel where the conference is being held.

Transportation: Transportation shall be selected on the basis of the least total cost to the Housing Authority. Rental of an automobile in lieu of taxi or shuttle service may be allowed where time and costs show it to be a reasonable and efficient alternative. Advanced reservations should be made whenever possible and a compact or economy model requested.

Mileage: Mileage is reimbursable at Internal Revenue Service rates presently in effect. These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle for a business-related purpose. In the case of business travel that occurs on a regular working day and begins at the employee's home, mileage will be reimbursed for the distance between the employee's home and the destination, or between employee's regular work site and the destination, whichever is less. If travel occurs on a non-working day, mileage from the employee's home to the destination will be reimbursed.

Employees who receive a vehicle allowance and travel on official Agency business will be reimbursed for mileage that exceeds 100 miles round trip.

Credit Card Use: Credit cards are issued to designated employees upon approval of the Executive Director. Employees may use an Agency credit card for travel expenses on agency business.

Agency credit cards may not be used for purchase of alcoholic beverages or personal expenses. Credit card purchases require itemized receipts and should be submitted with the Agency credit card reconciliation.

If any employee uses an Agency credit card for personal purchases in violation of this policy, the employee is financially responsible for such expenses and the amount of such purchases must be paid to the Agency within 24 hours. In addition, any purchases made in violation of this policy will result in disciplinary action, up to and possibly including termination of employment, depending upon the severity of the offense.

Reporting Travel Expenses: A Travel Expense Voucher must be submitted to the appropriate department manager for approval and forwarded to Finance within 30 days after travel is complete. Any unused advance must be returned to the Agency. Required receipts include transportation, lodging and extraordinary expenses.

4003 Vehicle Policy

Employees who drive an Agency vehicle or who drive their own vehicle to conduct Agency business, must comply with all Agency policies and procedures related to operating a vehicle. Each driver must adhere to these Policies and Procedures in an effort to protect the health, safety and life of Agency employees, the public and Housing Authority assets.

A. Agency Vehicle Assignment Classification

Vehicles from the Agency motor pool may be driven by authorized employees according to the following classifications:

- 1) Duty Hour Retention. Certain Agency vehicles are currently assigned from the motor pool to a specific work site when not in use. Department managers are responsible for coordinating daily assignment of these vehicles.
- 2) Short-term Assignment. Certain Agency vehicles are retained in the motor pool for assignment to qualified employees for a specified period of time. Short-term Assignment vehicles may be used for: a) temporary replacement of 24-hour Retention vehicles; or b) on-call duty. Short-term Assignment vehicles remain at the assigned facility when not in use. The Maintenance Compliance Specialist is responsible for coordinating the assignment of these vehicles.
- 3) 24-hour Retention. With Executive Director Approval, in rare circumstances a vehicle may be retained on a 24-hour retention basis if the vehicle is needed to conduct work outside normal work hours.

B. Agency Vehicle Driver Eligibility

- 1) All employees who drive an Agency vehicle as an essential function of their job must meet the following criteria:

- a. Employee of the Agency, at least 21 years of age.
- b. Hold a valid California driver's license.
- c. Insurability at the standard rates of the Agency's vehicle insurance carrier on a continuing basis with coverage limits of \$1,000.00 for Bodily Injury and Property Damage. (Any employee who has been declared an unacceptable driver by the Agency's insurance carrier will remain ineligible to drive an Agency vehicle for a minimum of twelve months.)
- d. Never convicted of a moving violation resulting in a fatal accident.
- e. Never convicted of a felony involving the use of a motor vehicle.

In addition, an employee will not qualify to drive an Agency vehicle if, during the last 36 months while driving their personal vehicle or Agency vehicle they have experienced any of the following:

- f. Revocation or suspension of their drivers' license.
- g. Two or more at fault accidents*. An accident will be considered at fault if the insurance company or police report determines our driver to be at fault or the driver is cited, or other sufficient evidence is present to conclude the driver is at fault.
- h. Three or more moving violations. (For the purpose of this policy, *at-fault accidents, and driver or passenger(s) driving without a seat belt are also considered to be moving violations*)
- i. Possession of alcohol or an illegal substance.
- j. Conviction of operating any motor vehicle under the influence of alcohol or an illegal or controlled substance.
- k. Being declared a "negligent driver" by the state motor vehicle department.

All moving violations and accidents (while driving personal or Agency vehicles) must be reported to Human Resources immediately.

* For the purpose of this policy, an accident is defined as an event that takes place without the driver's foresight or expectation causing a collision with another object, which results in injury to another party or damage to a vehicle or property in excess of \$500.00.

C. Motor Vehicle Report (MVR) & The Department of Motor Vehicle's (DMV) Pull Notice Program

Employees authorized to drive an Agency-owned vehicle, are subject to routine review of their driving record with the California Department of Motor Vehicles. Those employees found to be of a high risk to the Agency, or who have failed to report moving violations and/or accidents to the Agency and DMV, will have their Agency vehicle privileges

revoked. Employees who have their driving vehicle privileges revoked will be dismissed if they are required to drive an Agency vehicle as an essential function of their job.

The Department of Motor Vehicle's Pull Notice Program is another method for evaluating an employee's safe driving record. Employees who drive an Agency vehicle or their own vehicle on a regular basis for conducting Agency business are required to sign an "Authorization for Release of Driver Record Information" form which enrolls them in the Employer Pull Notice (EPN) program during their employment. This program sends a driver record report to the Agency at least once every twelve (12) months or when any subsequent conviction, failure to appear, accident, driver's license suspension, revocation, or any other action is taken against their driving privilege.

D. Use of Agency Vehicles

Agency-owned vehicle drivers are required to do the following:

- a. Know how to safely operate the vehicle.
- b. Inspect the vehicle prior to use and report any unsafe conditions or damage to the supervisor immediately, using the Vehicle Inspection Report.
- c. Understand and practice the rules of defensive driving.
- d. Stay within legal speed limits and drive prudently taking into consideration the weather, traffic and road conditions.
- e. ~~Use the Agency-owned vehicle for Agency business only. Any use of vehicle outside of this criteria must be preapproved in writing by employee's supervisor. —with reasonable consideration for meals, commute, or to occasionally complete a personal errand on a direct route home, in accordance with the applicable Agency Vehicle Assignment Classification.~~
- f.e. Receive prior written approval to transport anyone other than only Agency employees in an Agency-owned vehicle. Approval must be work related.
- g.f. Comply with all Agency Policies and Procedures related to driving a vehicle.

Non-compliance with approved uses of Agency vehicles will result in disciplinary action, up to and including termination.

E. Non-Agency Vehicles Used for Agency Business

Employees who drive their own vehicle while conducting Agency business are required to maintain a valid California Drivers License and at least the minimum State-required levels of insurance on an on-going basis. In the event of an accident the employee's personal insurance will be the primary coverage.

Employees who do not receive a Vehicle Allowance, and are required to drive their own vehicle on Housing Authority business shall be reimbursed for actual miles at the rate established by the Internal Revenue Service.

F. Vehicle Allowance

Employees assigned a 24-hour Agency vehicle prior to September 1, 2008 as a component of their compensation and/or employment agreement will surrender their Agency vehicle and receive a Vehicle Allowance in its place. Though their personal vehicle is used for Agency business, the employee must participate in the DMV Pull Notice Program as outlined in Section C above, and is responsible for all costs related to the maintenance and operation of their vehicle. Such costs include, but are not limited to: acquisition, maintenance, repairs, fuel, towing, insurance and fines for vehicle code violations.

G. Driver Training Policy

All employees who drive an Agency vehicle as part of their job will be required to pass a road test given by a qualified supervisor, to ensure they are familiar with the safe operation of the vehicle and /or equipment.

Driver orientation and training will be provided to all employees who operate an Agency vehicle on a regular basis within the first week of the employee's hire, promotion or transfer date and before being assigned to operate an Agency vehicle. This training will address the following:

- a. Policies and Procedures related to driving an Agency vehicle.
- b. Safety, emergency features and limitations of vehicles and equipment.
- c. Recommended vehicle and equipment maintenance and inspection schedule.
- d. Defensive driving techniques.
- e. Method of reporting vehicle accidents.
- f. Use of accident reporting packs.

H. Injury/Accident Report and Administrative Procedures

When an employee is involved in an accident (see definition in Section B), however minor, while driving an Agency vehicle (or non-Agency vehicle on Agency business), the following steps must be taken:

Employee:

- 1) Immediately inform his/her supervisor. All accidents must be reported to the supervisor, regardless of the monetary value of the damage.
- 2) If needed, request road assistance from their Supervisor. ~~Maintenance Operations Coordinator.~~

- 3) Immediately contact Human Resources to discuss need ~~arrange~~ for a drug/alcohol test.
- 4) Complete a Vehicle Accident Report and submit to the Agency insurance coordinator within 24 hours of the accident (accessible on the Agency Intranet and in the Vehicle Accident Reporting Pack).
- 5) Report at-fault accidents to DMV. An accident will be considered at-fault if the driver is cited, the insurance company or police report determines our driver to be at fault, or other sufficient evidence is present to conclude the driver is at fault.

Supervisor:

- 1) Inform Human Resources and the motor pool coordinator immediately.
- 2) Transport employee to clinic for Drug/Alcohol testing if applicable.
- 3) Ensure the Vehicle Accident Report is submitted to the Agency insurance coordinator within 24 hours of the accident.
- 4) If the employee is injured, ensure an "Investigation/Report of Workers' Compensation Accident/Injury/Illness report is complete and submitted to Human Resources.

Human Resources:

- 1) Ensure a drug/alcohol test is completed immediately following the accident if applicable.
- 2) If the employee is injured, complete the applicable Workers Compensation report.
- 3) Update the Agency employee driving record.
- 4) Initiate corrective action notice with the supervisor, if applicable.

I. Cell Phone Use While Driving

Agency drivers are required to use a hands-free device and safely pull off the road before conducting Agency business on the phone. Under no circumstances should employees place phone calls, text or send emails while operating a motor vehicle while driving on Agency business and/or Agency time. A vehicle code citation for cell phone use while driving is not considered a moving violation for the purpose of this policy.

4004 Health and Safety

Every employee is responsible for safety in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Agency maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention program is available for review by employees in the Human Resources office and on the Human Resources Connect page.

All work-related injuries or illnesses must be reported immediately to the supervisor.

In compliance with Sate and Federal regulations, the Agency will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

4005 Use of Personal Cell Phones for Agency Business

When cell phone use is required to perform Agency business, employees in certain positions will be required to provide a personal cell phone for performing their job. Such employees will be paid a monthly allowance to cover usage fees. An agreement to this effect will be signed by the employee at the time of employment or promotion into a position designated for a cell phone allowance.

The amount of the cell phone allowance will be determined by the Agency, within the annual salary budget approved by the Board of Governors.

4006 Smoking Policies

Smoking and/or vaping is prohibited in all enclosed areas of the Agency, including Agency vehicles, or within 50 feet of doors to the buildings. Smoking is defined as the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars. Smoking and/or vaping is limited to break time only and in designated areas.

Smoking is also prohibited within 50 feet of Agency properties that have been designated as “smoke-free”

4007 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as kitchens, lunchrooms and restrooms should be kept clean by those using them.

4008 Solicitation or Distribution of Literature

Approaching fellow employees in the work place regarding activities, organizations or causes, regardless of how worthwhile, important or benevolent, can create unnecessary apprehension or pressures for fellow employees. Such conduct is inappropriate and unnecessary. The Agency has established rules applicable to all employees that govern solicitation or distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these Agency rules.

- No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
- No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time during the working time of the employee or employees at whom such activity is directed.
- Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Agency property.

- All postings on Agency bulletin boards must be approved by the Department Head or the Human Resources Director.

4009 Response to the Media

This Media policy provides guidance for employees when contacted by the press, HUD staff or offices of local officials, such as a County Supervisor staff or Mayoral staff. The following procedure should be followed:

- Ask for individual's name and contact information
- Do not answer questions or provide information on behalf of the Housing Authority
- Politely refer the press or staff person to the Executive Director or the Director of Policy and Public Relations.
- Immediately contact the Executive Director or the Director of Policy and Public Relations to notify and advise regarding the information requested.

The Executive Director or Director of Policy and Public Relations will respond directly to the request for information, or refer the matter to the Board Chair or other appropriate individual for response. NOTE: This policy does not apply if an employee has routine contact or is working with a designated HUD representative.

4010 Tools and Equipment

As a requirement of the job, the Agency may assign tools and equipment to employees which are needed to accomplish their job duties. Upon hire, transfer or promotion to a position where tools and equipment are assigned, employees will be notified by their supervisor of the specific tools needed for their position. Tools and equipment will be provided by the Agency to such employees within 30 days of hire, transfer or promotion. Once the tools and equipment have been assigned, they become the exclusive responsibility of that employee and the employee should take every precaution to protect them from damage, theft or loss. Employees should have every expectation of being held accountable for any damage, theft or loss for items under their exclusive control. (see Policy 4000, Technology Use for specifics on IT related equipment)

Maintenance Tools

Should an employee lose exclusive control of the tool or equipment through damage, theft or loss, they are to report it to their supervisor or Regional Community Manager within 48 hours of the damage, theft or loss. The supervisor is then required to report the damage, theft or loss to the Maintenance ~~Operations Coordinator~~Supervisor for inventory tracking, maintenance and investigation of loss or damage.

On an annual basis, the Maintenance Department will conduct an inventory of tools and equipment issued to employees. If any tool or equipment is found to be lost or damaged, the employee most recently in control must account for the item. If it is determined that tools or equipment has been lost, an immediate investigation will be conducted by the Regional Community Manager and Maintenance ~~Operations Coordinator~~Supervisor to determine whether or not the employee will be

responsible for replacing the tool or equipment. If negligence is determined, the employee will be required to pay for replacement or repair of damaged or lost tools and equipment.

Repeated loss or damage to tools and equipment through negligence will be noted and may lead to disciplinary action. In the event of employee termination, tools and equipment are to be returned as part of the exit process.

4011 Telecommuting

The Housing Authority may authorize telecommuting from a home office or satellite office for eligible employees in order to create a flexible and supportive work environment.

Telecommuting is an alternative work arrangement in which an eligible employee, with written approval from the Director of Human Resources or Executive Director, works one or more days each work week or month from home or a satellite office instead of commuting to their assigned work site. Telecommuting is not intended for employees to work from home or a satellite office on a full-time basis. In general, telecommuting is a privilege which may be granted under appropriate circumstances, and the operational needs of the Housing Authority are paramount in any decision to grant or revoke the privilege. Telecommuting cannot be used in place of sick leave, FMLA, or other types of leave.

Under no circumstances will an employee be permitted to telecommute without written approval by the Director of Human Resources or Executive Director.

Authorization for telecommuting assignments will be made based on the following criteria:

- Regular full-time employee with 6 months or more time in current position;
- The operational needs of the department, as determined by the appropriate Sr. Management Team member;
- The prior work history and specific job duties of the employee and the ability to perform such duties from a remote location; an employee who has been subject to discipline within the prior 6 months is not eligible for consideration.
- The ability to provide the necessary equipment and supplies to a remote location at a reasonable cost.

All employees approved for telecommuting must comply with the following criteria:

- The employee must be able to be immediately contacted by phone or e-mail during predetermined work hours;
- For employees eligible to earn overtime, the employee must accurately report all time worked and the employee is prohibited from working overtime without the express approval of his or her supervisor;
- The employee must remain in good standing with respect to performance and discipline as determined by the Director of Human Resources or Executive Director.

An employee can request a telecommuting assignment from their direct supervisor. Requests will be assessed and approved by the appropriate level of Management, including the Sr. Management Team member overseeing the employee's location or program. All telecommuting arrangements must be assessed and approved by the Director of Human Resources or Executive Director. Any

telecommuting assignment may be canceled at any time by the Director of Human Resources or Executive Director. For further information on telecommuting and specific guidelines, please contact Human Resources.

CHAPTER V

EMPLOYEE BENEFITS

5000 Special Benefits Required by Law

All employees, from their initial date of employment, will be subject to and covered by:

State Unemployment Insurance (S.U.I.): This is a fund established to provide protection for those unemployed but available and able to work. The Agency pays a tax on gross wages and salaries into this fund as prescribed by State Law.

Workers' Compensation Insurance: This program provides financial benefits to Agency employees who suffer a work related illness or injury. The Agency pays the costs and premiums for this benefit. (see Policy 5012, Workers' Compensation Disability Leave)

State Disability Insurance (S.D.I.): This program provides financial benefits to Agency employees who cannot work because of illness or injury not caused by employment at the Agency. The payroll tax deduction also funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from the California Employment Development Department. (See Policy 5013, Paid Family Leave-PFL)

Social Security and Medicare: This program is an important part of every employee's retirement benefit. The Agency pays a matching contribution to each employee's Social Security taxes.

5001 Holidays

The following holidays are established as paid holidays for all full-time and part-time Agency employees:

- | | | |
|-----|-----------------------------|------------------------------------|
| 1. | January 1 | New Years Day |
| 2. | Third Monday of January | Martin Luther King, Jr.'s Birthday |
| 3. | Third Monday of February | President's Day |
| 4. | March 31 | Cesar Chavez Day |
| 5. | Last Monday of May | Memorial Day |
| 6. | July 4 | Independence Day |
| 7. | First Monday of September | Labor Day |
| 8. | Second Monday of October | Columbus Day |
| 9. | November 11 | Veteran's Day |
| 10. | Fourth Thursday of November | Thanksgiving |
| 11. | Fourth Friday of November | Day after Thanksgiving |
| 12. | December 24 | Day before Christmas |
| 13. | December 25 | Christmas Day |
| 14. | December 31 | Day before New Years Day |

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.

Employees on a 9/80 work schedule will observe the preceding work day when a holiday falls on a Friday which would be their day off. Holiday pay is counted as time worked for purposes of overtime calculation.

Eligibility

Full time and part-time employees are eligible for holiday pay from date of hire. Part-time employees will receive holiday pay for all hours normally scheduled for that day of the week. To be eligible for holiday pay, non-exempt employees must also work their regularly scheduled workdays immediately preceding and following the holiday, unless an absence on either day is approved in advance by their supervisor. In the case of illness on the day preceding or following a holiday, a doctor's note may be provided to ensure eligibility for the holiday pay. Employees on a Leave of Absence and temporary employees are not eligible for Holiday pay.

If required to work on a scheduled paid holiday, non-exempt employees will receive regular holiday pay, and in addition be paid straight time for hours worked.

5002 Vacations

The Agency shall provide eligible employees vacation benefits to promote rest and relaxation away from work. All regular and probationary full-time employees are eligible to accrue paid vacation in accordance with the following schedule:

1 st year through 4 th year of continuous employment	80 hours
5 th year through 9 th year of continuous employment	120 hours
10 th year and thereafter	160 hours

Temporary, Contract and Part-time employees are not eligible to accrue paid vacation time.

Annual vacation time is pro-rated through the year (from anniversary date forward) and accrued accordingly each pay period. Vacation time may not be taken prior to accrual.

The Agency encourages employees to take their vacation annually. Therefore, effective October 1, 2007, if any employee's accrued balance exceeds twice their applicable annual accrual, their vacation accrual will stop until previously accrued vacation time is used and their accrued balance drops below twice their annual accrual rate.

Vacation time can be used in no less than ½ hour increments at a minimum and shall be scheduled in a manner that provides adequate coverage of job responsibilities and staffing requirements. The department manager will make final determinations and must approve vacation requests in advance of time off.

Employees who will have an accrued balance of 80 hours or more at the end of the fiscal year may elect, during the final month of the fiscal year, to convert up to 40 hours of the balance over 80 hours into cash if they have taken a minimum of 40 hours vacation during the fiscal year. The conversion payment will be paid to the employee the last pay period of the fiscal year. The rate at which the hours will be paid is the employee's ~~current~~ base rate of pay at the end of the fiscal year.

In lieu of cash, the employee may designate a part or all of the value of leave to be contributed to the employees 457(b) deferred compensation plan. Accrued but unused vacation time is paid out at the time of employment termination at the employees' base rate.

Vacation time will stop accruing after 12 calendar weeks of continuous absence. An employee on an approved pregnancy disability leave will stop accruing after 16 weeks. An employee on an approved military caregiver leave will stop accruing after 26 weeks where applicable. (See Policy 5008, 5008A)

If a holiday occurs during a pre-scheduled vacation, the holiday will be paid as holiday pay, and not deducted from the employee's accrued vacation balance.

5003 Continuing Education

The Agency values and recognizes the advantage of developing a highly skilled workforce. Therefore, the Agency encourages employees to continue their education, and upon approval, the Agency will support the successful candidate's cost of continuing education as outlined below. Continuing education participation must be directly related to an employee's job responsibilities or otherwise to the Agency's benefit.

I. Guidelines for Seminars and Training Classes:

- Seminars and Training Classes must be approved by the employee's Supervisor and Department Head prior to registration for the class.
- Payment of registration fees is to be arranged with the employee's supervisor.
- Employees are encouraged to submit a copy of completion certificates to the Human Resources Department for their personnel file.

II. Guidelines for Individual College Courses and College Degree Programs:

- Regular full-time employees are eligible to apply for reimbursement in the Continuing Education Program after successful completion of their 12-month probationary period.
- Eligibility is dependent on all performance evaluation ratings being at "Fully Effective" or higher on the applicant's most recent Performance Evaluation, and maintaining "Fully Effective" or higher throughout the timeframe of taking the course(s).
- Reimbursement for course(s) must be pre-approved by the employee's Supervisor and Human Resources prior to the commencement of any college course(s).
- No more than two college courses per semester or quarter will be approved for reimbursement.
- Reimbursement for College Degree Programs include Associates, Bachelor's and Master's degree programs.

III. Application Process for Individual College Courses and College Degree Programs:

- Complete the Continuing Education Program Application, including a written statement stating the purpose and benefit of the selected course(s).

IV. Reimbursement:

- The Agency will reimburse employees for tuition and books in accordance with the following guidelines:
 - Tuition reimbursement will be limited to the resident tuition charge for a student attending a California State University such as California State Polytechnic University, Pomona; or California State University, San Bernardino. Additional on-line tuition fees will be eligible for reimbursement.
 - Book reimbursement will be limited to required books for the course.
- Reimbursement is paid to the employee following successful completion of the class and submittal of the Education Reimbursement Request Form.
- Reimbursement:
 - Undergraduate (Associates and Bachelor's)
100% reimbursement for employees receiving an "A", "B", "C" or "Pass" grade. No reimbursement for less than a "C" grade.
 - Graduate (Masters)
100% reimbursement for employees receiving an "A" or "B" grade. No reimbursement for less than a "B" grade.
- Official documentation of class completion and grade must be submitted to the Human Resources Department within 30 days of class end.

V. General Guidelines

The Agency reserves the right to restrict and/or prohibit participation in the Continuing Education Program by reason of employee job performance. An employee shall become ineligible for reimbursement or participation in the program immediately upon termination of employment from the Agency.

Prior approval of tuition reimbursement is not a guarantee that the employee will be reimbursed. Reimbursement is contingent upon availability of budgeted funding. Obtaining prior approval to participate in the program serves only to put the department and Human Resources on notice that reimbursement is requested.

Questions regarding the Continuing Education Policy should be directed to the Human Resource Department.

5004 Group Insurance Benefits

Medical Insurance: The Agency provides comprehensive HMO and PPO medical insurance plan options for eligible full-time employees and their dependents. Employees are eligible for enrollment on the first of the month following the date of hire.

The Agency and employee share the cost of employee and dependent coverage (85% paid by the Agency, and 15% paid by the employee).

Non-medical Group Insurance Plans:

- Dental Insurance
- Vision Insurance
- Life Insurance
- Long Term Disability Insurance
- Flexible Spending Account
- Accidental Death and Dismemberment Insurance
- Employee Assistance Plan

The Agency provides the insurance plan options listed above for eligible full-time employees and their dependents. Employees are eligible to enroll in these insurance plans on the first of the month following date of hire. Generally, the Agency pays 100% of employee coverage, and the employee pays 100% of dependent coverage.

In addition, the Agency makes available several voluntary work-life benefits through Aflac.

Detailed information regarding all group insurance benefits is provided to all employees at hire, and is also available in separate Plan Documents in the Human Resources office.

5005 Retirement Benefits

The retirement benefit of the Agency consists of Social Security, the Public Employees' Retirement System (PERS), and a 457(b) Deferred Compensation Plan:

Social Security: Social Security payroll tax deductions are mandatory for all employees. Employees and the Agency pay a percentage of a prescribed portion of their salary as determined by law.

Public Employees' Retirement System (PERS): PERS is a mandatory defined benefit retirement plan for all eligible employees, beginning from the initial date of employment or upon moving into a PERS qualified position. Through payroll deductions, employees pay a portion of their salary into the Plan. Detailed information regarding PERS is available in separate Plan Documents in the Human Resources office.

457(b) Deferred Compensation Plan: The 457(b) Plan is a voluntary Deferred Compensation Plan for all full-time employees, beginning from the initial date of employment. Employees are provided the opportunity to defer a portion of their includable compensation to the Plan on a pre-tax basis. Detailed information regarding the 457(b) Plan is available in separate Plan Documents in the Human Resources office.

Medical Benefits: HACSB medical insurance plans are available to qualified retirees. Further information on these plans are available in the Human Resources office.

5006 Sick Leave and Kin Care Benefit

The Agency offers paid sick leave to any employee who, on or after July 1, 2015, works thirty (30) or more days within a year from the commencement of employment. This includes, regular and contract full-time and part-time staff.

Sick leave is generally provided for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, and for use by a covered employee who is a victim of domestic violence, sexual assault, or stalking. Time off for medical and dental appointments will be treated as sick leave, though employees should try to schedule such appointments outside the work day. Sick leave will not be granted to any employee to permit an extension of the employee's vacation.

Pursuant to California's Paid Sick Leave Law (Labor Code section 245, et seq.) an employee is entitled to use the first three days (or similar hours based on full-time or part-time status) in a 12-month period to care for a family member. For purposes of this leave, family member is defined consistent with Labor Code section 245.5(c), which generally includes a child regardless of age or dependency status (including a foster child, step child, legal ward, and those similarly situated), a parent (including a spouse's parent, guardian, and those similarly situated), a spouse, a registered domestic partner, a grandparent, a grandchild and a sibling.

Pursuant to Labor Code section 233, an employee is also entitled to use one half of his or her accrued and available annual sick leave entitlement to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of this leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner or a child to whom the employee stands in loco parentis. This is known as "Kin Care Leave".

To the extent an employee's use of sick leave qualifies as both care for a family member under California's Paid Sick Leave law and Kin Care leave, the leaves will be run concurrently. Similarly, to the extent the care for a family member under California's Paid Sick Leave law or Kin Care Leave qualifies as leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leaves will be run concurrently.

Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

The Sick Leave benefit for all regular and contract full-time staff will accrue and be paid within the following guidelines:

- Sick Leave accrual begins on the date of hire at the rate of 12, nine (9) hour days per year, accrued in a pro-rated amount every pay period.
- Unused Sick Leave will carry over from calendar year to calendar year, with no maximum.

- Employees are eligible at hire to use their accrued Sick Leave. Sick Leave will not be paid in advance of accrual.
- Sick Leave will stop accruing after 12 calendar weeks of continuous absence. An employee on an approved pregnancy disability leave will stop accruing after 16 weeks where applicable and an employee on an approved military caregiver leave, stop accruing after 26 weeks where applicable. (See Policy 5008, 5008A).

The Sick Leave benefit for all regular and contract part-time employees will be granted in a lump sum method on an annual basis and paid within the following guidelines:

- Part-time employees hired before July 1, 2015 will receive a lump sum of sick leave effective the first pay period in July 2015 based on employment status as shown below. Every year thereafter on January 1, employees in this category shall receive an annual grant based on current status.

<u>Status</u>	<u>Hours/Week</u>	<u>Hours Granted per Year</u>
Part-time	20-29	30
Part-time	1-19	24

- Employees hired after July 1, 2015 will be granted sick leave the first pay date following their hire date based on employment status as shown on the table. Every year thereafter on January 1, the employee will receive an annual grant based on current status.
- Employees are eligible at hire to use available sick leave.
- The annual grant does not roll over to the next year and is not paid out upon termination of employment.

All sick leave whether accrued or lump sum will follow the following guidelines:

- Sick Leave may be taken in no less than ½ hour increments, consistent with the smallest increment the Agency uses for other types of leaves and absences.
- At no time is paid Sick Leave included in overtime calculations.
- Management may request a Physician's written verification of any sick leave taken beyond the first three (3) days taken in a 12-month period. A physician's statement releasing the employee to return to work may be required after 3 days' consecutive absence. A "fitness for duty" assessment may also be required upon return from longer-term leaves of absence, at the expense of the Agency.
- The use of Vacation Time may not be substituted for hours missed under this Sick leave policy should the employee no longer have sick leave remaining. (unless approved through an approved Leave of Absence)
- See Policy 3006 (Punctuality and Attendance) for the rules regarding (1) how and when the notify a supervisor of an absence from work, (2) what absences will be counted against the employee's attendance record, and (3) the consequences of excessive absences.

Sick Leave Benefit at Termination: Employees who have completed 10 years of continuous full-time employment with the Agency, and upon separation due to retirement, death, voluntary termination of employment or disability causing permanent incapacity to work, an employee or

the estate of the deceased employee shall be paid 50% of their total accrued or lump sum balance to a maximum of 480 hours. Employee must give a notice of at least two weeks to be eligible for this benefit. Any notice less than two weeks in good faith will require approval from the Executive Director. Such reimbursement shall be at the employee's base rate of pay at the time of separation.

5007 Blood Donation

Full-time employees, who donate blood without receiving compensation for such donation, may have up to two hours off with pay for each donation. To be eligible for the above, employees must obtain approval from their immediate supervisor. If an employee is unable to work after making a blood donation, any time off in excess of two hours may be charged to sick leave or leave without pay. Evidence of each donation must be reported to your immediate supervisor to receive this benefit.

5008 Family Medical Leave and California Family Rights Act Leaves

The following establishes the uniform guidelines for administration of the Agency's leave of absence policy under the Family and Medical Leave Act (Federal) and the California Family Rights Act (State), and other applicable state and local laws.

Employees who have been employed by the Agency for a total of 12 months and have worked at least 1,250 hours of service during the previous twelve (12) month period are eligible for a family care or medical leave of absence under this policy upon satisfying the eligibility period, unless employed at a non-covered work site. Family care or medical leaves are unpaid leaves of absences, unless paid vacation/sick days are used in accordance with this policy.

1. Reasons for Family Care or Medical Leaves

Family Care or Medical leave may be granted for the following reasons:

- a. The birth of the employee's child and in order to care for the child:
- b. The placement of a child with the employee for adoption or foster care:
- c. To care for a spouse, registered domestic partner, child or parent with a serious health condition.
- d. A serious health condition that makes the employee unable to perform the functions of the position of such employee. (Also applies to Pregnancy Disability Leaves)
- e. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.
- f. To care for a spouse, child, parent or next of kin who is a covered service member with a serious injury or illness which occurred in the line of duty on active duty.

(Taking leave for birth or adoption applies to both male and female employees. The entitlement of leave for the birth or placement of a child for adoption or foster care will expire (12) months from the date of the birth or placement.)

Any leave taken for the birth of a child or the placement of a child with you for adoption or foster care must be completed within one (1) year after the date of birth or placement.

2. Definitions

For purposes of this policy, the following definitions apply:

“Son or Daughter” means biological, adopted or foster child, a step child, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or older and incapable of self-care because of medical or physical disability.

“Parent” means the biological parent of an employee or an individual standing in loco parentis to an employee.

“Next of Kin” means the nearest blood relative aside from spouse, child or parent.

“Covered Service Member” means a current member of the Armed Forces (including National Guard and Reserves) or a member of the Armed Forces but on a temporary disability retired listing.

“Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves, (A) inpatient care in a hospital, hospice or residential medical care facility, or (B) continuing treatment or continuing supervision by a health care provider. Conditions or medical procedures that would not be covered by this policy include minor illnesses, which last only a few days, and surgical procedures, which do not involve hospitalization and require only a brief recovery period. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

“Health Care Provider” means (A) a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices, or (B) any other person determined by the Secretary to be capable of providing health care services.

“Qualifying Exigency” is defined by law as (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-development reintegration briefings, and (8) additional activities where the Agency and employee agree to the leave.

“Highly-Compensated Employee” is defined as a salaried covered employee who is among the highest paid 10 percent of all the employees employed by the employer within the 75 miles of the employee’s work site.

“Annual Leave Paid” is defined as the 12-month period measured forward from the date of the employee’s first Family and Medical Leave begins.

3. Amount of Leave

All employees who meet the applicable requirements may be granted up to a total of twelve (12) weeks of unpaid, job-protected Family Care or Medical Leave during a 12-month period. For leaves related to reason “F”, as listed above under “Reasons for Family Care or Medical Leaves”, eligible employees may take up to 26 weeks of unpaid, job-protected leave during a 12-month period. The 12-month period, defined as the Annual Leave Period, will be measured forward from the date the employee’s first Family Care or Medical Leave begins.

Family Care or Medical Leaves are unpaid leaves. However, the employee will be required to use sick time toward the requested Family Care or Medical Leave for the employee’s own serious health condition, birth of a child or to care for a spouse, registered domestic partner, child or parent with a serious health condition. The use of accrued vacation and/or comp time during an approved Family Care or Medical Leave is optional and must be requested in advance in accordance with policy 5002 Vacations. The substitution of sick time and vacation time for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled to beyond 12 weeks (26 weeks where applicable) in a 12-month period under the Family and Medical Leave Act. FMLA/CFRA, and where applicable, Pregnancy Disability Leave time off run concurrently.

The Agency will discontinue payment to an employee when all required and optional accrued balances have been exhausted, and the employee shall be placed on leave without pay. The Agency shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the Agency by utilizing accrued allowances. Vacation time, sick leave and seniority shall continue to accrue during a family care or medical leave of absence for up to a maximum of 12 weeks per year (26 weeks where applicable).

4. Employment of both Spouses or Registered Domestic Partners at Same Agency

When both spouses are employed by the Agency and entitled to a leave to care for a newborn child with a serious health condition, both parents may take up to 12 weeks of leave. For all other reasons covered under #1 “Reasons for Family Care or Medical Leaves”, when both spouses or registered domestic partners are employed by the agency and are entitled to leave, the number of workweeks to which both may be entitled will be aggregated for purposes of determining the maximum duration of a leave.

5. Leave Taken On Intermittent or Reduced Leave Schedule

Leaves may be taken intermittently or on a reduced leave schedule. If any employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Agency retains the discretion to transfer the employee, temporarily, to an alternate position for which the employee is qualified that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee’s regular position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the certification shall contain the following: a) date on which the serious health condition commenced; b) the probable duration of the condition; c) dates on which treatment is expected to be given and the duration of such treatment; and, d) statement that the intermittent or

reduced scheduled leave is necessary for the care of the son, daughter, parent or spouse or will assist in their recovery.

6. Administration

An employee must, if possible, submit an application for leave at least thirty (30) days before the leave is to begin. In situations where it is not possible for an employee to give notice, an employee must give notice to his/her immediate supervisor as soon as possible before/after the necessity for the leave arises. Employees must comply with the agencies normal call in procedures as applicable at the start of any leave or absence.

Employees on an approved leave of absence will still be responsible for abiding by all policies as set forth in the employee personnel policy, Employees on a leave of absence are not to accept any other form of employment without prior written request and approval from the Housing Authority Human Resources Department.

In all cases, an employee requesting leave must complete a “Leave of Absence Request” form and return it to the Human Resources Department. The completed application must state the reason for the leave (such as medical purposes or family care leave), the duration of the leave, and the starting and ending dates of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave. Employees also must inform the Agency if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified.

An application for leave based on the serious health condition of the employee, employee’s spouse, registered domestic partner, child or parent must be accompanied by a “Certification of Health Care Provider” completed by the applicable health care provider and returned to Human Resources. The medical certification for leave shall include: a) the date on which the serious health condition commenced; b) the probable dates and duration of any planned treatment; and, c) a statement that, due to the serious health condition of the employees or applicable family member, the employee is unable to perform or attend the functions of his/her position. The Agency may also require periodic recertification supporting the need for leave. In any case in which the Agency has reason to doubt the validity of any medical certification provided to support an employee’s request to take Medical or Family Care LOA because of the employee’s own serious health condition, the Agency may require the opinion of a second and third health care provider consistent with state and federal law.

Once an employee provides the sufficient information, the Agency will notify the employee (a) whether he or she is eligible for Family Care or Medical Leave and, if so, (b) whether any additional information is required and (c) the employee’s rights and responsibilities regarding such leave. The Agency will also notify an eligible employee who has requested Family Care or Medical Leave if the requested leave will be designated as FMLA/CFRA protected leave and counted against the employee’s leave entitlement.

If the Agency determines an employee is not eligible for Family Care or Medical Leave, the Agency will provide at least one reason for ineligibility. The Agency will also inform the employee if it determines that the requested leave does not qualify for the FMLA/CFRA protection.

For leaves that extend beyond the initial certified time off, the employee must make a written request to the Human Resources Department at least ten (10) days in advance of the expiration of their initial or extended leave of absence. This must be done to authorize continuation of Family Leave under this policy. Failure by the employee or the healthcare provider to supply satisfactory documentation in a timely manner will delay approval (or continuation) of Family Leave provided through this policy and could result in the termination of employment due to unexcused leave.

The Agency will approve additional time off provided the sum of all leaves and extensions does not exceed twelve (12) weeks within a rolling twelve (12) month period. If the sum of all FMLA leaves exceeds twelve (12) weeks within a rolling twelve (12) month period, the Agency may or may not approve the additional time off.

7. Benefit Entitlement

The Agency shall continue to pay for all applicable group health insurance premiums which it ordinarily pays on behalf of the employee up to a maximum of 12 weeks (26 weeks where applicable) on the same terms that existed prior to the leave. In turn, employees must continue to pay the employee portion of the insurance premium during the leave of absence. Failure to remit premium payments on a timely basis will result in the lapse of coverage.

Upon conclusion of the applicable time frame, the entire premium may be self-paid by the employee under the provision of CalPERS and/or COBRA by making payments to the Agency for the amount of the total premium.

If the employee fails to return from this leave, in some circumstances, the Agency may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave. In the event a Medical or Family Care LOA is approved beyond twelve (12) weeks, the employee may be responsible for paying the entire premium.

Employees should contact the Human Resources Department for further information.

8. Reinstatement from Leave

An employee returning from a leave for his/her serious health condition shall obtain and provide to the Agency a certification from the employee's health care provider that the employee is able to resume work.

Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position with equivalent pay, benefits and responsibilities, consistent with applicable law. The Agency retains the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of the Agency's employees and whose reinstatement would cause substantial and grievous economic injury to the Agency's operation. There will be no

reinstatement to the same or a comparable position if such positions ceased to exist because of legitimate business reasons unrelated to the employee's taking a family care or medical leave.

An employee has no right to the same position and has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. If the employee returns to work outside of the legally allotted time for such a leave, the employee will only be reinstated if there is an available open position which they are qualified to fill.

9. Failure to Return from Leave

The failure of an employee to return to work upon the expiration of a Family Care or Medical Leave may be interpreted as the employees' voluntary resignation and could subject the employee to discipline up to and including termination. An employee who requests an extension of Family Care or Medical Leave due to the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Human Resources Department. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. The Agency is not required to grant a leave beyond the maximum amount allowed under this policy.

5009 Pregnancy-Related Disability Leave

Under the California Fair Employment and Housing Act (FEHA), employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a pregnancy disability leave, provided such leave shall not exceed four (4) months or 88 workdays for a full time employee. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and a suitable position is available.

The pregnancy disability leave is for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) for pregnancy. The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

Time off needed for parental care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by the employee's pregnancy disability leave.

Generally, the Agency is required to treat an employee's pregnancy disability the same as it treats other disabilities of similarly situated employees.

Employees are required to obtain a certification from their health care provider of their pregnancy disability or medical advisability for a transfer. The certification should include the following information.

- The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer.

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- The probable duration of the period or periods of disability or the period or periods for the advisability of the transfer.
- A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons, or a statement that, due to her pregnancy, the transfer is medically advisable.
- At the employee's option, she can use any accrued vacation as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. The Agency may require that the employee use up any available sick leave during her leave. The employee may also be eligible for state disability insurance for the unpaid portion of her leave.

For employees not eligible for payment while out on leave, the employee will be required to use sick time toward the requested leave. The use of vacation or comp time during pregnancy leave is optional and must be requested in advance in accordance with policy 5002 Vacations. The substitution of sick time and/or vacation time for pregnancy leave does not extend the total duration of leave to which an employee is entitled to beyond 16 weeks in a 12-month period.

When an employee is on a pregnancy disability leave of absence the Agency shall continue payment of benefit premiums for the employee and her dependents on the same terms that existed prior to the leave. The Agency shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the Agency by utilizing accrued allowances. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. If she chooses to remain away from work longer, she must apply for family leave (See Policy 5008). Vacation time, sick leave and seniority shall continue to accrue during a pregnancy disability leave of absence for a maximum of 16 weeks per year.

A request for pregnancy disability leave of absence should be submitted by the employee as soon as feasible after the employee learns of her pregnancy. Before returning to work following a pregnancy disability leave of absence, the employee must submit a physician's verification stating the employee's ability to return to work on a full-time basis.

An employee may take both pregnancy disability leave and subsequently state family care and medical leave to be with a newborn. The employee is entitled up to 16 weeks of pregnancy disability leave (upon certification by their medical provider) and an additional twelve (12) weeks of state family care and medical leave provision, if eligible.

Legal Compliance

To the extent that this policy conflicts with the Federal Family and Medical Leave Act, or other applicable law, those laws are controlling over this policy. Further, the Agency retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.

5010 Personal Leave of Absence

A personal leave of absence without pay may be granted at the discretion of the Executive Director. Requests for personal leave should be limited to non-medical unusual circumstances requiring an absence of longer than two weeks but usually less than two months. Approved personal absences of less than two weeks are not normally treated as leaves, but rather as excused absences without pay.

Employees will be required to use sick time accrued for leave reasons that are consistent with Policy 5006 Sick Leave and Kin Care Benefit. The use of vacation or comp time during a personal leave of absence is optional and must be requested in advance in accordance with policy 5002 Vacations.

The Agency shall continue to pay for coverage under the group medical, dental and vision insurance plans for a maximum of 12 weeks on the same terms that existed prior to the leave. After 12 weeks, employees may continue their group medical, dental and vision insurance coverage by making payments for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

Employees on an approved personal leave of absence will still be responsible for abiding by all policies as set forth in the employee personnel policy. Employees on a leave of absence are not to accept any other form of employment without prior written request and approval from the Housing Authority Human Resources Department.

If the personal leave expires and the employee has not contacted their supervisor or the Human Resources Department, then the employee is deemed to have voluntarily terminated their employment with the Agency.

5011 General Medical Leave of Absence

Employees who do not qualify under the FMLA/CFRA unpaid medical leave provisions (i.e., have worked less than 1250 hours in the past twelve months), may be granted a medical leave of absence of up to 30 days for non-work-related temporary medical disabilities, with a doctor's written certificate of disability. Requests for a medical leave should be made in writing as far in advance as possible.

Employees are required to use sick leave previously accrued but not used while on a General Medical Leave of Absence. The use of vacation time is optional and must be requested in advance in accordance with policy 5002 Vacations.

A medical leave begins on the first day the doctor certifies the employee is unable to work and ends when the doctor certifies that the employee is able to return to work, or after a total of 30 days of leave, whichever occurs first. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

The Agency shall continue to pay for coverage under the group medical, dental and vision insurance plans for a maximum of 12 weeks on the same terms that existed prior to the leave. After 12 weeks, employees may continue their group medical, dental and vision insurance coverage by making payments for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

Employees on an approved General medical leave of absence will still be responsible for abiding by all policies as set forth in the employee personnel policy, Employees on a leave of absence are not to accept any other form of employment without prior written request and approval from the Housing Authority Human Resources Department.

5012 Bereavement Leave

In the event of the death of a regular full-time or part-time employees current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or mother-, father-, sister-, brother-, son- or daughter-in-law, or registered domestic partner, employees may take up to three (3) days off with pay. Their supervisor may approve additional unpaid time off.

5013 Workers' Compensation Disability Leave

The Agency will grant a workers' compensation disability leave to employees with occupational illnesses or injuries in accordance with state law. As an alternative, the Agency will try to reasonably accommodate such employees with modified work.

Employees must report all accidents, injuries and illnesses no matter how small to their immediate supervisor.

Compensation During Workers Comp Leave:

Workers compensation disability leaves are without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability, workers' compensation or other wage reimbursement benefits for which the employee may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

Benefits During Workers Comp Leave:

The Agency shall continue to pay for coverage under the group medical, dental and vision insurance plans for a maximum of 12 weeks. Employees may continue their group medical, dental and vision insurance coverage by making payments for the amount of the relevant premium. Employees should contact the Human Resources Department for further information.

Reinstatement from Workers Comp Leave:

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a workers' compensation leave, the employee will be reinstated to his or her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the

employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Agency's ability to operate safely and efficiently during the leave, and there are no equivalent positions available, then the employee would not be entitled to reinstatement.

5014 Paid Family Leave (PFL)

Paid Family Leave (PFL) is compensation paid to workers who experience a wage loss when they take time off work to care for a seriously ill family member or bond with a new child. Workers may receive up to six weeks of benefits that may be paid over a 12-month period. PFL is funded by mandatory employee payroll deductions and administered by the California Employment Development Department (EDD). Effective July 1, 2020, employees may receive up to eight weeks of Paid Leave benefit through the EDD.

While on PFL, the Agency shall continue to pay for coverage under the group medical, dental and vision insurance plans for a maximum of 12 weeks on the same terms that existed prior to the leave.

Employees are required to use up to two weeks of previously accrued vacation, and may use accrued but unused sick time during PFL time off. Contact the Human Resources Department for further information.

5015 Military Leave (Active Reserve Service)

The Agency provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and the California Military and Veteran's Code, and any other applicable state laws. ~~Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty.~~

~~Total military leave time taken must not exceed five (5) years during employment, except in special circumstances.~~

Advance notice of leave is required. The employee must provide their supervisor ~~notice must be informed~~ of anticipated military leave time and all military orders containing the details of the military leave as far in advance as possible. Accrued vacation will be paid during military leave at the employee's request and health plan coverage continuance can be arranged for up to 12 weeks of leave and consistent with applicable law. ~~d for up to thirty-six (36) months during military leave if required premium payments are paid by employee. Employees on approved military leave may be subject to stoppage of leave accruals consistent with applicable law.~~

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

5016 Jury Duty or Witness Leave

No employee shall be dismissed or in any manner discriminated against for taking time off from work to serve as a juror or witness when required by law, provided such an employee complies with the provisions of this Rule. An employee should notify his or her supervisor of the need for time off for jury duty or witness subpoena as soon as a notice or summons from the court is received and no later than one week prior to the scheduled jury service or testimony as a witness. Employees may be requested to provide written verification from the court clerk of having served or testified. If work time remains after any day of jury selection or jury duty, employees will be expected to return to work for the remainder of their work schedule.

Jury Duty

During jury duty, regular non-exempt full-time employees will be paid a maximum of 40 hours. Regular non-exempt part-time employees working 20-29 hours per week will be paid a maximum of 29 hours while serving jury duty. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

Non-exempt part-time employees who are scheduled to work less than 20 hours per week will not receive compensation from the Agency for jury duty.

Exempt employees will receive full salary unless they are absent for a full week and perform no work.

Regardless of whether an employee is considered regular full-time, part-time, exempt or non-exempt, any mileage allowance, fee, etc., paid by the court for jury service is to be retained by the employee.

Witness Leave

Pursuant to Government Code section 68096.1, an employee who is subpoenaed to attend a civil action or proceeding as a witness in litigation in a matter regarding an event or transaction that he or she perceived or investigated in the course of his or her duties, to which the agency is not a party, shall receive the salary or other compensation to which he or she is normally entitled during the time that he or she prepares for his or her response and appearance, during the time that he or she travels to and from the place where the court or other tribunal is located and while he or she is required to remain at that place pursuant to the subpoena. He or she shall also receive the actual necessary and reasonable traveling expenses he or she incurred in complying with the subpoena.

An employee who is asked to attend a civil action or administrative proceeding as a witness in a matter regarding an event or transaction that he or she perceived or investigated in the course of his or her duties, to which the Agency is a party, shall receive the salary or other compensation to which he or she is normally entitled during the time that he or she prepares for his or her response and appearance, during the time that he or she travels to and from the place where the court or other tribunal is located and while he or she is required to remain at that place pursuant to the request or subpoena. He or she shall also receive the actual necessary and reasonable traveling expenses he or she incurred in complying with the request or subpoena.

For all non-agency related cases where an employee is called as a witness pursuant to a subpoena or court order, the Agency will provide the employee with a leave of absence to fulfill the obligations of the subpoena or court order. Such time away from work will be unpaid, or an employee may use accrued vacation for time spent related to those proceedings. The time spent in these non-agency related proceedings is not considered work time.

5017 Time Off For Parents' School Activities

If you are a parent, guardian or grandparent with custody of a child in kindergarten or grades 1-12, inclusive, and wish to take time off to visit the school of your child for a school activity, you may take off up to eight hours unpaid time each calendar month (up to a maximum of 40 each school year), per child, provided you give reasonable notice to the Agency of your planned absence. Employees wishing to take such leave may utilize their existing vacation time if requested in advance in accordance with Policy 5002. The Agency requires documentation from the school noting the date and time of your visit.

5018 School Leave (Suspension)

If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school to discuss possible suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. Pursuant to California Labor Code Section 230.7, no discriminatory action will be taken against the employee for taking time off for this purpose.

5019 Time Off For Adult Literacy Programs

The Agency will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Agency assist him or her in enrolling in an adult literacy program, unless undue hardship to the Agency would result.

The Agency will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The Agency will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact management directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Agency generally encourages employees to improve their literacy skills, the Agency will not reimburse employees for the costs incurred in attending a literacy program. Non-exempt employees may use vacation pay to make up for hours missed to attend literacy classes if time off is requested in accordance with Policy 5002, Vacations.

5020 Time Off for Victims of Violent Crimes or Domestic Abuse

The Agency will not discriminate against employees who are victims of crime if they take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding. The Agency will not discriminate against employees who are victims of domestic violence for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a domestic violence victim or his or her child.

The Agency will not discriminate against an employee who is a victim of domestic violence for taking time off from work to seek medical attention for injuries caused by the domestic violence, to obtain services from a domestic violence program to obtain psychological counseling related to the domestic violence, or to participate in actions to increase safety from future domestic violence, including temporary or permanent relocation.

Affected employees must give the Agency reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the Agency will take no action against affected employees if, within a reasonable time after the appearance, they provide the Agency with documentary evidence that their absence was required for any of the above reasons.

5021 Voting Time Off

Because the Agency has a continuing interest in encouraging responsible citizenship, employees are urged to vote for candidates and issues of their choice at local, state, and national elections. In accordance with state election code: If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off up to two hours of working time ~~enough working time which when added to the voting time available outside of working hours will enable the voter to vote.~~ No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular work shift whichever allows the most free time for voting and the least time off from the regular working shift. To receive time off for voting the employee must notify their supervisor at least two working days in advance to arrange a voting time and present a valid voter's registration card. When the employee returns from voting, it is necessary to present a voter's receipt to their supervisor.

5022 Leave Donation

Donation of Vacation or Compensatory time is a program established to enable employees, who so desire, to assist fellow employees who must be absent from work in a time of verifiable personal emergency. This policy allows an employee to voluntarily donate vacation leave and/or compensatory time off to another employee due to a verifiable personal emergency who has exhausted his/her paid leave and is eligible and willing to accept such donations.

A personal emergency as defined by this policy is a serious family health related emergency or other personal crisis by an employee of the Agency causing an employee's absence from duty for

more than two weeks and resulting in a substantial loss of income to the employee because of the unavailability of paid leave.

A family health related emergency can be defined as a critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

A personal crisis can be defined as a personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

Employees who are requesting a donation of leave must have at least six (6) months of continuous employment with the Agency, and must have exhausted all paid leave options. All donated time will be paid out as a supplement to any State Disability, Workers Compensation, long term disability or other form of benefit received by the employee. All requests must be in writing and turned into Human Resources. All donation leave requests must be approved by Human Resources and the Executive Director. Donated vacation/comp time may only be used for time off related to the approved request. Vacation/Comp time donated that is in excess of the time off needed will be returned to the donor.

Employees receiving a leave donation under this policy will be eligible to receive donated leave up to a maximum of 240 hours per leave year.

Upon receipt of a donated leave request, all qualified employees will be notified in order to obtain possible donors. Eligible donors can donate a minimum of 4 hours and a maximum of 40 hours to the employee requesting the donation. All donors must keep a minimum vacation balance of at least eighty (80) hours. All donations are voluntary. For further information on the process or eligibility, please contact the Human Resources Department.

Policy Manual Adopted by Resolution #

Amended by:

Resolution #	Date:
2389	5/8/13
2354	5/9/12
2349	3/14/12
2338	11/9/11
2417	5/6/14
BOG Approval	6/16/15
<u>BOC Approval</u>	

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

March 10, 2020

FROM

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

SUBJECT

2019-2020 Annual Moving to Work Plan, Amendment 1

RECOMMENDATION(S)

Adopt Resolution No. 81 approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2019-2020, Amendment 1.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

This amendment to the Housing Authority of the County of San Bernardino's (HACSB) Moving to Work (MTW) plan will not provide any additional funding for HACSB. The primary benefit of this amendment if approved, will be the increase in flexibility of MTW funds for use with properties converted under the Rental Assistance Demonstration (RAD) program.

BACKGROUND INFORMATION

On March 14, 2008, HACSB was designated by the United States Department of Housing and Urban Development (HUD) as a MTW agency. The objectives of the MTW program are to increase housing choice for low-income families, encourage households to pursue self-sufficiency, and improve administrative and operational cost effectiveness. To accomplish these objectives, the MTW designation allows Public Housing Agencies (PHA) to develop and implement programs to design and test innovative local housing and self-sufficiency initiatives by waiving certain statutes and HUD regulations. In accordance with the MTW Agreement, each year HACSB is required to prepare and submit an MTW Annual Plan that describes proposed MTW activities for the coming year. On June 11, 2019, the San Bernardino County Housing Commission (Item No. 8) approved our Fiscal Year 2019-2020 Annual MTW Plan, which then was approved by HUD on October 16, 2019.

The proposed 2019-2020 Annual MTW Plan, Amendment 1, expands HACSB's use of the MTW single-fund flexibility which allows HACSB fungibility across Housing Choice Voucher and Public Housing funding. The expanded flexibility would authorize HACSB to use Public Housing funds at former Public Housing properties that have been converted to project-based voucher properties through the RAD program. The flexibility will support the rehabilitation of RAD properties as required by the physical needs assessments conducted during the RAD conversion. The

proposed change constitutes a technical amendment which does not require new authorization; therefore no public notice is required.

A complete copy of the 2019-20 Annual MTW Plan, Amendment 1, can be found at <http://www.hacsb.com/news-reports/mtw-plans-reports-factsheets>. The proposed new flexibility is outlined on page 73 of the plan amendment.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020

HOUSING AUTHORITY RESOLUTION NO. 2020-81

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO ADOPTING THE 2019-20 ANNUAL MOVING TO WORK PLAN,
AMENDMENT 1**

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) entered into a Moving to Work (MTW) contract with the U.S. Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

WHEREAS, as a MTW agency the HACSB is required to and has prepared an Annual MTW Plan which describes its operations and activities as an MTW agency; and

WHEREAS, the HACSB desires to expand the use of its MTW single-fund flexibility; and

WHEREAS, the HACSB has developed its Fiscal Year 2019-20 Annual MTW Plan, Amendment 1, to include the proposed expansion of single-fund flexibility.

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

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

Section 2. The Board of Commissioners hereby approves the proposed Fiscal Year 2019-20 HACSB Annual MTW Plan, Amendment 1, a copy of which is attached hereto and incorporated by reference herein.

Section 3. A complete copy of the 2019-20 Annual MTW Plan, including Amendment 1, can be found at <http://www.hacsb.com/news-reports/mtw-plans-reports-factsheets>, with the Amendment 1 language found on page 73 of the report.

Section 4. This resolution shall take effect immediately upon its adoption.

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

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

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

Secretary

iii. Description of Planned Use of MTW Single Fund Flexibility

In December 2014 HACSB was approved for conversion of its entire Public Housing portfolio under the Rental Assistance Demonstration (RAD) program. As units are converted the existing Public Housing funding will be converted to voucher funding. The converted funding is subject to the single-fund flexibility authorized under the second amended MTW Agreement between HACSB and HUD, which allows HACSB to combine Public Housing Operating Funds, Public Housing Capital Funds, and voucher program funds, for the purposes specified in the MTW Agreement.

Single-fund flexibility is crucial to HACSB's affordable housing development efforts. By leveraging multiple internal sources (Capital Fund, RHF, Voucher funding), HACSB is able to maximize funding from private sources and therefore is able to develop a greater number of housing units. For example, within the Waterman Gardens public housing revitalization project, single-fund flexibility is utilized to increase RAD contract rents to match local market rent levels, thereby allowing us to generate more private debt and equity necessary for new construction.

PLANNED USE OF SINGLE FUND FLEXIBILITY

1. HACSB's Local FSS activity (#19) is funded using single fund flexibility with savings achieved through other MTW activities.
2. HACSB's Career Development Initiatives (CDI) department and its services, which are not a separate MTW activity, are funded using single fund flexibility.
3. HACSB's post-assistance tracking survey for Term-Limited Lease Assistance families, implemented in FY 2018, includes a financial incentive for survey participants which is funded through the single fund flexibility.
4. HACSB is authorized to use Section 9 (Public Housing) funds defined as Public Housing operating reserves, Capital Fund Grants, Replacement Housing Factor Funds, and Demolition and Disposition Transitional Funds at former Public Housing properties that have been converted to Project-Based Voucher (PBV) properties through the Rental Assistance Demonstration. This authorization applies to accumulated reserves, including MTW reserves, and any future allocation of the funds specified in this authorization. The funds will be used for capital needs rehabilitation, operating expenses, and redevelopment costs.

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

March 10, 2020

FROM

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

SUBJECT

Fifth Amendment to the Moving to Work Agreement

RECOMMENDATION(S)

Adopt Resolution No. 82 approving the Fifth Amendment to Amended and Restated Moving to Work Agreement between the United States Department of Housing and Urban Development and the Housing Authority of the County of San Bernardino.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

On March 14, 2008, HACSB was designated by the United States Department of Housing and Urban Development (HUD) as a Moving to Work (MTW) agency. The MTW Agreement between HACSB and HUD governs HACSB's participation in the MTW Demonstration and has been amended in the past to incorporate funding changes and/or additional MTW authorizations.

From 2017 to 2018, HUD's Office of Inspector General (OIG) performed a review of a Rental Assistance Demonstration (RAD) conversion at a MTW agency which had received HUD approval to use its MTW flexibility to waive independent-entity inspections for housing authority-owned or managed Project-Based Voucher (PBV) and Housing Choice Voucher (HCV) properties. OIG found that the Standard MTW Agreement did not provide the authorizing citations to waive an independent entity inspection, and therefore the HUD approval for the agency to do so was not legally valid. To provide clarity and in order to resolve the OIG finding, Public and Indian Housing (PIH) has agreed to offer an amendment of the Standard MTW Agreement to all 39 MTW agencies to clarify that the exemption from the independent-entity inspection requirements is allowable. The amendment adds express language authorizing exemption from the independent-entity inspection requirements, to provide clearer waiver authority. HUD has asked agencies who choose to accept the amendment to do so by April 14, 2020.

Staff recommends adopting the proposed resolution approving the Fifth Amendment to Amended and Restated Moving to Work Agreement between HUD and HACSB in order to add the specific

authorization to waive independent-entity inspections for HACSB-owned or managed PBV and HCV properties.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 24, 2020.

HOUSING AUTHORITY RESOLUTION NO. 2020-82

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE FIFTH AMENDMENT TO AMENDED AND RESTATED MOVING TO WORK AGREEMENT BETWEEN UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AMENDING ATTACHMENT C (STATEMENT OF AUTHORIZATIONS)

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) entered into a Moving to Work (MTW) Agreement with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

WHEREAS, Attachment C to the MTW Agreement is the Statement of Authorizations which describes the activities HACSB may carry out under the MTW Demonstration program; and

WHEREAS, HUD has developed the Fifth Amendment to Amended and Restated Moving to Work Agreement Between the United States Department of Housing and Urban Development and Housing Authority of the County of San Bernardino to incorporate additional authorizations determined by HUD to be necessary.

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

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

Section 2. The Board of Commissioners hereby approves, contingent upon review and approval by HACSB legal counsel, the proposed Fifth Amendment to Amended and Restated Moving to Work Agreement between the United States Department of Housing and Urban Development and Housing Authority of the County of San Bernardino, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 3. The Executive Director is hereby authorized, upon consultation with Legal Counsel, to execute the Fifth Amendment to Amended and Restated Moving to Work Agreement and to take such actions and execute such ancillary documents as deemed necessary to implement this resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

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

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record

of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, , 20 .

Secretary

**FIFTH AMENDMENT
TO
AMENDED AND RESTATED MOVING TO WORK AGREEMENT
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

This Fifth Amendment to the Moving to Work (“MTW”) Agreement (“Agreement”) is entered into by and between the United States of America through the U.S. Department of Housing and Urban Development (“HUD”) and Housing Authority of the County of San Bernardino (“Agency”) and is effective on the date of execution by HUD following execution by the PHA. Unless otherwise defined herein, all capitalized terms used herein shall have the same meanings ascribed to them in the Agreement.

This Amendment replaces the language in authorizations D.1.f., D.5., D.7.a. and D.7.d of Attachment C as follows:

1. Section D.1.f. of Attachment C is replaced with the following language:

f. The Agency is authorized to determine property eligibility criteria, including types of units currently prohibited by Section 8 regulations and shared living facilities, subject to HUD’s subsidy layering requirements. The Agency may also waive the independent entity requirements for PHA-owned units. If the Agency chooses to use this authorization, it will need to provide a transition plan to both the affected residents and HUD prior to the end of the demonstration. *This authorization waives certain provisions of Sections (8)(o)(11) and 8(p) of the 1937 Act and 24 C.F.R. 983.53-54, and 982 Subparts H and M as necessary to implement the Agency's Annual MTW Plan.*

2. Section D.5. of Attachment C is replaced with the following language:

5. Ability to Certify Housing Quality Standards

The Agency is authorized to certify that housing assisted under MTW will meet housing quality standards established or approved by HUD. The certification form will be approved or provided by HUD. The agency is also authorized to perform HQS inspections on PHA-owned HCV and PBV units in lieu of the independent inspection requirements. *This authorization waives certain provisions of Section 8(o)(8) and 8(o)(11) of the 1937 Act, 24 C.F.R. 982.352(b), and 24 C.F.R. 982, Subpart I as necessary to implement the Agency's Annual MTW Plan.*

3. Section D.7.a of Attachment C is replaced with the following language:

a. The Agency is authorized to project-base Section 8 assistance at properties owned directly or indirectly by the Agency that are not public housing, subject to HUD's requirements regarding subsidy layering. If the Agency chooses to project-base Section 8 assistance at such properties, the Agency recognizes and accepts that such units would no longer be eligible for operating subsidy provided under Section 9(e) of the 1937 Housing Act or for future capital funds provided under section 9(d) for those units if it chooses to use this authorization. Project-based assistance for such owned units does not need to be competitively bid, nor are the owned units subject to any required assessments for voluntary conversion. The Agency may also waive the independent entity requirements for PHA-owned units. *This authorization waives certain provisions of Sections 8(o)(11) and 8(o)(13)(B and D) of the 1937 Act and 24 C.F.R. 982.1, 982.102 and 24 C.F.R. Part 983, as necessary to implement the Agency's Annual MTW Plan.*

4. Section D.7.d. of Attachment C is replaced with the following language:

d. All units that receive project-based Section 8 assistance must meet either (i) existing HQS standards established by the Secretary or (ii) a local standard for communities receiving project-based Section 8 assistance developed by the Agency and approved by the Secretary pursuant to this MTW Agreement, as applicable. The agency is authorized to perform HQS inspections on PHA-owned HCV and PBV units in lieu of the independent inspection requirements. *This authorization waives certain provisions of Sections 8(o)(8) and 8(o)(11) of the 1937 Act, and 24 C.F.R. 983.103(f) and 24 C.F.R. 982 Subpart I as necessary to implement the Agency's Annual MTW Plan.*

IN WITNESS WHEREOF, the parties have caused this Amendment to Attachment C to be executed by their duly authorized representatives.

HOUSING AUTHORITY OF THE COUNTY OF SAN
BERNARDINO

By: _____
Name: Maria Razo
Its: Executive Director
Date:

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____
Name: R. Hunter Kurtz
Its: Assistant Secretary, Public and Indian Housing
Date:

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

March 10, 2020

FROM

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

SUBJECT

**Housing Choice Project Based Voucher Housing Assistance Payments Contract
Amendment for the No Child Left Unsheltered Program**

RECOMMENDATION(S)

1. Approve the first amendment, extending the contract for an additional five year period from April 1, 2020 through March 31, 2025, to the Housing Assistance Payments contract for the No Child Left Unsheltered Program with the Housing Authority of the County of San Bernardino, and naming Housing Partners I, Inc. as the new owner in the Housing Assistance Payment contract.
2. Approve a Housing Assistance Payments Contracts Agreement, effective April 1, 2020, with Housing Partners I, Inc. for the No Child Left Unsheltered Program.
3. Authorize and direct the Executive Director to execute and deliver the first amendment to the Housing Assistance Payments contract and the Housing Assistance Payments Contracts Agreement to Housing Partners I, Inc. to complete the transactions and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transactions.

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

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

Approval of the proposed first amendment to the Housing Assistance Payments Contract (Contract) and the Housing Assistance Payments Contracts Agreement will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with these contracts have already been budgeted.

BACKGROUND INFORMATION

On April 1, 2015, HACSB entered into three contracts for several properties with the purpose of housing families with children that were homeless. This program was developed and implemented by HACSB to address an urgent local need and was not mandated by the United States Department of Housing and Urban Development. HACSB was able to use its Moving to Work (MTW) flexibility to develop a program to assist some of the most vulnerable families within its jurisdiction.

Currently, HACSB assists 31 families within the No Child Left Unsheltered (NCLU) program and also partners with Loma Linda University (LLU) to assess the progress of these families during their tenure in the program. Furthermore, HACSB also has an agreement with the County of San Bernardino's Department of Behavioral Health (DBH) to provide supportive services for the

Housing Choice Project Based Voucher Housing Assistance Payments Contract Amendments for the No Child Left Unsheltered Program
March 10, 2020

assisted families. Based on feedback from LLU and DBH, the NCLU program has been confirmed to be a vital part to the stabilization process for these families allowing for the path to self-sufficiency to begin. The NCLU program was originally implemented as a pilot to evaluate the outcomes and as such only a five year Contract was executed rather than the customary fifteen years. After feedback from partners and internal evaluation of the program it is evident that another five years is warranted to continue assisting these most vulnerable families. This particular memorandum addresses the extension for one Contract for 26 units currently owned by HACSB. Another memorandum on the agenda addresses units owned by HPI Property Acquisitions LLC and Summit Place LLC.

Furthermore to comply with PIH Notice 2017-21 (PIH Notice), the Contract with HACSB is being amended to replace HACSB with non-profit affiliate Housing Partners I, Inc. (HPI) as the owner on the Contract. In addition, this memorandum approves a separate agreement between HPI and HACSB stating that HPI is the owner and HACSB is the fee owner of the properties. The PIH Notice states that the owner of the property cannot execute a contract with itself if it is also the Housing Choice Voucher contract administrator. However, a non-profit affiliate of the HACSB is acceptable to be the owner in regards to the Contract. HPI is being listed as owner on the Contract for purposes of Housing Assistance Payments (HAP) ownership only, HACSB will continue to be the fee owner of the property. The obligations of both HACSB and HPI as pertaining to the Contract are defined in the attached First Amendment to the Housing Assistance Payments contract.

HACSB staff recommends the Board of Commissioners approve the amendment to the Contract and the new contract between HPI and HACSB. The proposed new owner and properties are identified in the following table:

Property Owner	Number of Units	Communities
Housing Partners I, Inc. (HAP Owner)	26	Kingsley Patio Homes, Stone Creek Apartments, Sunset Gardens, Hampton Court, Andalusia Apartments, Mesa Gardens

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 27, 2020.

**HOUSING ASSISTANCE PAYMENTS CONTRACTS
AGREEMENT
(RAD Properties)**

This Housing Assistance Payments Contracts Agreement (the "Agreement") is entered into as of April 1, 2020, (the "Effective Date") by and between HOUSING PARTNERS I, INC., a California nonprofit public benefit corporation, (the "HPI") and the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public body, corporate and politic (the "Authority") with reference to the following facts:

RECITALS

A. HPI has entered into Housing Assistance Payments Contracts (each a "HAPC" and collectively the "HAPCs") with the Authority, pursuant to Section 8 of the United States Housing Act of 1937, as amended, for the properties listed in Exhibit A, attached to and incorporated into this Agreement. HPI is defined as the "Owner" in the HAPCs (the "HAPC Owner") and the Authority as the "Contract Administrator";

B. The HAPCs are authorized pursuant to the Housing Choice Voucher ("HCV") program of the United States Department of Housing and Urban Development ("HUD");

C. The Authority owns the fee interest in the properties subject to the HAPCs (each a "Property" and collectively the "Properties") listed in Exhibit A, as such Exhibit A may be amended from time to time to add additional Properties;

D. HPI as the HAPC Owner and the Authority as the fee owner of the Properties desire to enter into this Agreement to assign roles, rights, and obligations with respect to the Properties and the HAPCs; and

E. HPI and the Authority are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the Parties and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, the Parties mutually agree as follows:

1. Authority Rights and Obligations. The Authority will hold fee title to the Properties and will undertake the following duties:

a. HAPC Compliance. The Authority will operate the Properties in accordance with the requirements of the HAPCs, Authority policies, HUD's applicable regulations, and the requirements of any other regulator or funding source applicable to the Properties.

b. Information Submission. The Authority will submit to HUD all information required to comply with the requirements of the HAPCs.

c. Management of Properties. The Authority or its contracted property manager will manage the properties; market the units; maintain the site based waiting lists; establish eligibility for occupancy in accordance with all applicable regulatory and legal requirements; and maintain the property in good condition.

d. Section 8 Subsidy Calculation. The Authority will calculate the amount of Section 8 subsidy due for each of the Properties and will submit that information to HPI for review and approval.

e. Use of Funds. The Authority will accept Section 8 subsidy funds approved by HPI and will use all Section 8 subsidy and tenant rental contribution funds for eligible purposes as allowable by its Moving to Work authority.

2. HPI Rights and Obligations. HPI as the HAPC Owner will undertake the following duties:

a. Tenant Eligibility; Leasing of Units. HPI will review and approve the Authority's determinations of tenant eligibility for rent subsidy under the HAPCs and authorize the leasing of the units. No unit at the Properties may be leased to a tenant without receipt of approval from HPI.

b. Compliance with HAPCs. HPI will review and approve all information provided by the Authority for HPI to comply with the requirements of the HAPCs.

c. Section 8 Subsidy. HPI will review and approve the Authority's calculation of the amount of Section 8 subsidy due for each of the Properties.

3. Defaults.

a. Notice of Default and Right to Cure. If either Party determines that the other Party is in default under this Agreement, the non-defaulting Party will provide notice to the defaulting Party of the specific terms of the default and the actions required to cure the default. The Party receiving the notice of default shall have thirty (30) days to cure the default.

b. Institution of Legal Actions. Upon expiration of any cure period provided in this Agreement, either non-defaulting Party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement; provided however, that notwithstanding anything in the foregoing to the contrary, in no event shall either Party be entitled to obtain monetary

damages of any kind from the other Party, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind.

c. Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

d. Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4. Miscellaneous.

a. Term. The term of this Agreement will run concurrently with the term of the HAPCs.

b. Relationship Between the Parties. It is hereby acknowledged that the relationship between the Parties is not that of a partnership or joint venture and that the Parties shall not be deemed or construed for any purpose to be the agent of the other.

c. Attorneys' Fees. If any legal action is instituted to enforce or declare any Party's rights under this Agreement, the prevailing party shall be entitled to attorneys' fees and costs of such action.

d. Successors and Assigns; Assignment. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

e. Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions with respect to the subject matter of this Agreement between the Parties and supersedes all negotiations and previous agreements between the Parties with respect to the subject matter of this Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by the Parties.

f. Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict of interest principles.

g. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected by that holding to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

h. Time is of the Essence. Time is of the essence in the performance each and every obligation of this Agreement.

i. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the original or the same counterpart.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AUTHORITY:

HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO, a public body, corporate
and politic

By: _____
Maria Razo, Executive Director

HPI:

Housing Partners I, Inc., a California nonprofit
corporation

By: _____
Anthony Perez, Executive Director

EXHIBIT A

PROPERTIES

Development	Address	City	# of 2 bd	2bd Contract Rent	# of 3 bd	3 bd Contract Rent
Kinglsey Patio Homes	10302-10399 Poulson Ct.	Montclair	n/a	n/a	3	\$1,535
Stone Creek Apartments	25221 Van Leuven St.	Loma Linda	2	\$1,265	n/a	n/a
Stone Creek Apartments	25241 and 25247 Van Leuven St.	Loma Linda	2	\$1,265	n/a	n/a
Sunset Gardens	12296 4th St.	Yucaipa	4	\$1,295	n/a	n/a
Hampton Court Apts.	508 The Terrace Ave.	Redlands	4	\$1,350	n/a	n/a
Andalusia	13520 Third Ave	Victorville	5	\$960	4	\$1,150
Mesa Gardens	8958 G. St.	Hesperia	2	\$1,075	n/a	n/a

FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT

This **FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT** (this “Amendment”) between the **Housing Authority of the County of San Bernardino** (the “Owner”), the **Housing Authority of the County of San Bernardino** (the “Authority”) and **Housing Partners I, Inc.** (the “HPI”) is, upon execution, effective as of 1st day of April, 2020.

WITNESSETH:

WHEREAS, the Authority entered into a Housing Assistance Payments Contract (the “HAP Contract”) with the Owner, with an effective date of April 1, 2015, for certain Project Based Voucher (PBV) housing assistance payments with respect to 26 units located at the addresses listed on Exhibit A of this amendment (the “Project”); and

WHEREAS, the Owner and the Authority now wish to extend the HAP Contract per Section 3 of the contract;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, hereby covenant and agree as follows:

1. Amendment of HAP Contract Section 1.a. Owner is amended to reflect the new owner as Housing Partners I, Inc. to comply with United States Department Housing and Urban Development PIH Notice 2017-21.
2. Amendment of HAP Contract Section 2.D.2.1. Term of HAP Contract: The Owner and the Authority agree to an extension of the HAP Contract for an additional five year period from April 1, 2020 through March 31, 2025.
3. No Other Amendments. Both parties acknowledge and agree that the HAP Contract remains in full force and effect, unmodified except as expressly stated in this Amendment.
4. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and, subject to the requirements of this Amendment, their respective heirs, personal representatives, successors and assigns.
5. Captions and Headings. The captions and headings contained in this Amendment are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.
6. Counterparts. This Amendment may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original hereof and all of which counterpart originals shall be deemed to constitute one and the same document.
7. Governing Law. This Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Owner and the Authority have executed this First Amendment of the Housing Assistance Payments Contract as of the date first written above.

Housing Authority of the County of San Bernardino

By: _____
Name: Maria Razo
Its: Executive Director

Housing Partners I, Inc.

By: _____
Name: Anthony Perez
Its: Executive Director

EXHIBIT A

Properties covered under the First Amendment of Housing Assistance Payments Contract

Development	Address	City	# of 2 bd	2bd Contract Rent	# of 3 bd	3 bd Contract Rent
Kinglsey Patio Homes	10302-10399 Poulson Ct.	Montclair	n/a	n/a	3	\$1,535
Stone Creek Apartments	25221 Van Leuven St.	Loma Linda	2	\$1,265	n/a	n/a
Stone Creek Apartments	25241 and 25247 Van Leuven St.	Loma Linda	2	\$1,265	n/a	n/a
Sunset Gardens	12296 4th St.	Yucaipa	4	\$1,295	n/a	n/a
Hampton Court Apts.	508 The Terrace Ave.	Redlands	4	\$1,350	n/a	n/a
Andalusia	13520 Third Ave	Victorville	5	\$960	4	\$1,150
Mesa Gardens	8958 G. St.	Hesperia	2	\$1,075	n/a	n/a

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

March 10, 2020

FROM

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

SUBJECT

**Housing Choice Project Based Voucher Housing Assistance Payments Contract
Amendments for the No Child Left Unsheltered Program**

RECOMMENDATION(S)

1. Approve the first amendment, extending the contracts for an additional five year period from April 1, 2020 through March 31, 2025, to two Housing Assistance Payments Contracts for the No Child Left Unsheltered Program, with the following entities:
 - a. HPI Property Acquisitions LLC
 - b. Summit Place LLC
2. Authorize and direct the Executive Director to execute and deliver the contract amendments to HPI Property Acquisitions LLC, and Summit Place LLC, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

Approval of the proposed first amendments to the Housing Assistance Payments Contracts (Contracts) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with these contracts have already been budgeted.

BACKGROUND INFORMATION

On April 1, 2015, HACSB entered into Contracts for several properties with the purpose of housing families with children that were homeless. This program was developed and implemented by HACSB to address an urgent local need and was not mandated by the United States Department of Housing and Urban Development. HACSB was able to use its Moving to Work (MTW) flexibility to develop a program to assist some of the most vulnerable families within its jurisdiction.

Currently, HACSB assists 31 families within the No Child Left Unsheltered (NCLU) program and also partners with Loma Linda University (LLU) to assess the progress of these families during their tenure in the program. Furthermore, HACSB also has an agreement with the County of San Bernardino's Department of Behavioral Health (DBH) to provide supportive services for the assisted families. Based on feedback from LLU and DBH, the NCLU program has been confirmed to be a vital part to the stabilization process for these families allowing for the path to self-sufficiency to begin. The NCLU program was originally implemented as a pilot to evaluate the outcomes and as such only five year Contracts were executed rather than the customary fifteen

Housing Choice Project Based Voucher Housing Assistance Payments Contract Amendments for the No Child Left Unsheltered Program
March 10, 2020

years. After feedback from partners and internal evaluation of the program it is evident that another five years is warranted to continue assisting these most vulnerable families.

HACSB would like to recommend the Board of Commissioners approve the amendments of the two Contracts with the owners for the properties identified in the following table:

Property Owner	Number of Units	Communities
HPI Property Acquisitions LLC	10	Kendall Drive Apartments, Kendall Park Apartments
Summit Place LLC	4	Summit Place

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 25, 2020.

FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT

This **FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT** (this “Amendment”) between the **HPI Property Acquisitions LLC** (the “Owner”) and the **Housing Authority of the County of San Bernardino** (the “Authority”) is, upon execution, effective as of 1st day of April, 2020.

WITNESSETH:

WHEREAS, the Authority entered into a Housing Assistance Payments Contract (the “HAP Contract”) with the Owner, with an effective date of April 1, 2015, for certain Project Based Voucher (PBV) housing assistance payments with respect to 28 units located at the addresses listed on Exhibit A of this amendment (the “Project”); and

WHEREAS, the Owner and the Authority now wish to extend the HAP Contract per Section 3 of the contract.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, hereby covenant and agree as follows:

1. Amendment of HAP Contract Section 2.D.2.1. Term of HAP Contract: The Owner and the Authority agree to an extension of the HAP Contract for an additional five year period from April 1, 2020 through March 31, 2025.

2. No Other Amendments. Both parties acknowledge and agree that the HAP Contract remains in full force and effect, unmodified except as expressly stated in this Amendment.

3. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and, subject to the requirements of this Amendment, their respective heirs, personal representatives, successors and assigns.

4. Captions and Headings. The captions and headings contained in this Amendment are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original hereof and all of which counterpart originals shall be deemed to constitute one and the same document.

6. Governing Law. This Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Owner and the Authority have executed this First Amendment of the Housing Assistance Payments Contract as of the date first written above.

Housing Authority of the County of San Bernardino

By: _____
Name: Maria Razo
Its: Executive Director

**Housing Partners I (Sole Member)
HPI Property Acquisitions LLC**

By: _____
Name: Anthony Perez
Its: Executive Director

EXHIBIT A

Properties covered under the First Amendment of the Housing Assistance Payments Contract

Development	Address	City	# of 2 bd	2bd Contract Rent	# of 3 bd	3 bd Contract Rent
Kendall Drive Apts.	1416 Kendall Dr.	San Bernardino	3	\$1,180	3	\$1,500
Kendall Park Apts.	2490 Kendall Dr.	San Bernardino	4	\$1,175	n/a	n/a

FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT

This **FIRST AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT** (this “Amendment”) between the **Summit Place LLC** (the “Owner”) and the **Housing Authority of the County of San Bernardino** (the “Authority”) is, upon execution, effective as of the 1st day of April, 2020.

WITNESSETH:

WHEREAS, the Authority entered into a Housing Assistance Payments Contract (the “HAP Contract”) with the Owner, with an effective date of April 1, 2015, for certain Project Based Voucher (PBV) housing assistance payments with respect to 4 units located at the addresses listed on Exhibit A of this amendment (the “Project”); and

WHEREAS, the Owner and the Authority now wish to extend the HAP Contract per Section 3 of the contract.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, hereby covenant and agree as follows:

1. Amendment of HAP Contract Section 2.D.2.1. Term of HAP Contract: The Owner and the Authority agree to an extension of the HAP Contract for an additional five year period from April 1, 2020 through March 31, 2025.
2. No Other Amendments. Both parties acknowledge and agree that the HAP Contract remains in full force and effect, unmodified except as expressly stated in this Amendment.
3. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and, subject to the requirements of this Amendment, their respective heirs, personal representatives, successors and assigns.
4. Captions and Headings. The captions and headings contained in this Amendment are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original hereof and all of which counterpart originals shall be deemed to constitute one and the same document.
6. Governing Law. This Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Owner and the Authority have executed this First Amendment of the Housing Assistance Payments Contract as of the date first written above.

Housing Authority of the County of San Bernardino

By: _____
Name: Maria Razo
Its: Executive Director

**Housing Partners I (Managing Member)
Summit Place LLC**

By: _____
Name: Anthony Perez
Its: Executive Director

EXHIBIT A

Properties covered under the First Amendment of Housing Assistance Payments Contract

Development	Address	City	# of 2 bd.	Contract Rent
Summit Place	1130 4th Street	Ontario	4	\$1,604

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

March 10, 2020

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on February 11, 2020

RECOMMENDATION(S)

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on February 11, 2020.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Regular Meeting took place on February 11, 2020, and attached are the comprehensive minutes for review and approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
February 11, 2020**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at 715 East Brier Drive, San Bernardino, California at 3:05 p.m. on February 11, 2020.

The meeting was called to order, and upon roll call, the following were present:

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Ana Gamiz, Director of Policy & Public Relations; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Sr. Management Analyst; Ron Ruhl, Real Estate Development Manager; Renee Kangas, Management Analyst; Kristin Maithonis, Assistant Director of Housing Services; Anthony Perez, Housing Partners I (HPI), and Claudia Hurtado, Executive Assistant.

Also present: Julie Surber, Principal Assistant County Counsel to the Housing Authority.

Commissioner Cooper entered the meeting at 3:06 p.m.

The Chairman called for additions or deletions to the February 11, 2020 agenda, there were none.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. Secretary of the Board, declared of a public comment present, there was no public comment present.

Board Building presentation for February 11, 2020 on the Moving to Work (MTW) Overview was requested.

Ana Gamiz, Director of Policy & Public Relations, presented the board building presentation on agency's MTW designation.

Dr. Brian Distelberg, Director of Research, Behavioral Medicine Center, presented the Research Presentation: Overview and Lessons Learned, providing an update from Loma Linda University research.

Approval for the discussion calendar item number 6, to adopt Resolution No. 77 approving revision to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance program, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve the discussion calendar item number 6, to adopt Resolution No. 77 approving revision to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance program, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval for the discussion calendar item number 7, to approve of an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974, was requested.

Executive Director explained the item.

Commissioner Miller moved to approved the discussion calendar item number 7, to approve of an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval for the discussion calendar item number 8, to approve, confirm and ratify all action from May 6, 2014 to July 9, 2019 heretofore taken by the Board of Governors of the Housing Authority of the County of San Bernardino, and the officers, employees and agents of the Housing Authority of the County of San Bernardino are authorized and directed, for and in the name and on behalf of the Housing Authority of the County of San Bernardino, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements, assignments, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate and to effectuate the actions, including but not limited to the following:

- a) Moving to Work Annual Plans and Agreements, b) to Work Agreement and Amendments,
- c) Agency wide Annual Budgets and Amendments, d) Housing Services Administrative Plans,
- e) Admission and Continued Occupancy Policy, f) Contracts and/or Agreements executed in the

exercise of its powers delineated undersection 34310 et seq. of the California Health & Safety Code, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve the discussion calendar item number 8, to approve, confirm and ratify all action from May 6, 2014 to July 9, 2019 heretofore taken by the Board of Governors of the Housing Authority of the County of San Bernardino, and the officers, employees and agents of the Housing Authority of the County of San Bernardino are authorized and directed, for and in the name and on behalf of the Housing Authority of the County of San Bernardino, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements, assignments, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate and to effectuate the actions, including but not limited to the following: a) Moving to Work Annual Plans and Agreements, b) to Work Agreement and Amendments, c) Agency wide Annual Budgets and Amendments, d) Housing Services Administrative Plans, e) Admission and Continued Occupancy Policy, f) Contracts and/or Agreements executed in the exercise of its powers delineated undersection 34310 et seq. of the California Health & Safety Code, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and nays were as follows:

Due to conflict of interest Commissioner Johnson abstains from voting for discussion calendar item number 8, in specifically to page 48 item number 72 taken to the Board on May 19, 2015.

Ayes

Commissioner Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval for discussion calendar item number 9, to 1) Approve Loan Agreement between the Housing Authority of the County of San Bernardino and Desert Haven Victorville, L.P. for the remaining construction costs at Desert Haven Apartments in the amount not-to-exceed \$1,100,000 at zero percent interest and with a maturity date of December 31, 2020, 2) Approve conversion of the existing \$1,500,000 carry-back acquisition loan to Desert Haven Victorville, L.P. to a temporary bridge loan once City of Victorville funds are received and the acquisition loan is reconveyed, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve the discussion calendar item number 9, to 1) Approve Loan Agreement between the Housing Authority of the County of San Bernardino and Desert Haven Victorville, L.P. for the remaining construction costs at Desert Haven Apartments in the amount not-to-exceed \$1,100,000 at zero percent interest and with a maturity date of December 31, 2020, 2) Approve conversion of the existing \$1,500,000 carry-back acquisition loan to Desert

Haven Victorville, L.P. to a temporary bridge loan once City of Victorville funds are received and the acquisition loan is reconveyed, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval for discussion calendar item number 10, to approve a Loan Agreement between the Housing Authority of the County of San Bernardino and Golden Apartments San Bernardino, L.P for the remaining construction and stabilization operating costs at Golden Apartments in the amount not-to-exceed \$1,200,000 at zero percent interest and with a maturity date of August 1, 2020, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve the discussion calendar item number 10, to approve a Loan Agreement between the Housing Authority of the County of San Bernardino and Golden Apartments San Bernardino, L.P for the remaining construction and stabilization operating costs at Golden Apartments in the amount not-to-exceed \$1,200,000 at zero percent interest and with a maturity date of August 1, 2020, which motion was duly seconded by Commissioner Pinedo, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval for discussion calendar item number 11, to 1) Approve Amendment No. 2 to Contract No. PC935 with Tree Pros. Inc., West Coast Arborist, Inc., and Mariposa Landscapes, Inc. for on-call tree trimming services, exercising the option to extend one additional two (2) year term from May 22, 2020 through May 21, 2022. 2) Approve an increase in appropriations for tree trimming services, by \$393,000 for an overall amount not to exceed \$712,000 through May 21, 2022, 3) Authorize and direct the Executive Director to execute and deliver the contract amendments to Tree Pros, Inc., West Coast Arborist, Inc., and Mariposa Landscapes, Inc., and, upon consultation with Legal Counsel, to approve any non-substantive revision necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve the discussion calendar item number 11, to 1) Approve Amendment No. 2 to Contract No. PC935 with Tree Pros. Inc., West Coast Arborist, Inc., and Mariposa Landscapes, Inc. for on-call tree trimming services, exercising the option to extend one additional two (2) year term from May 22, 2020 through May 21, 2022. 2) Approve an increase in appropriations for tree trimming services, by \$393,000 for an overall amount not to exceed \$712,000 through May 21, 2022, 3) Authorize and direct the Executive Director to execute and deliver the contract amendments to Tree Pros, Inc., West Coast Arborist, Inc., and Mariposa Landscapes, Inc., and, upon consultation with Legal Counsel, to approve any non-substantive revision necessary to complete the transaction, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Approval of the discussion calendar number 12, to 1) Approve Amendment No. 10 to Contract No. PC897 with Integrated Security Management Group, for armed guard security services increasing the current contract amount by \$374,163.12 for a total contract amount not to exceed \$1,399,226.12 and exercising the option to extend the term through February 28, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Integrated Security Management Group, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Commissioner Miller moved to approve the discussion calendar number 12, to 1) Approve Amendment No. 10 to Contract No. PC897 with Integrated Security Management Group, for armed guard security services increasing the current contract amount by \$374,163.12 for a total contract amount not to exceed \$1,399,226.12 and exercising the option to extend the term through February 28, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Integrated Security Management Group, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller

Nays

Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Approval of the consent calendar items number 14 to approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held January 14, 2020, 15) Approve vacated tenant accounts for December 2019 for the Affordable Housing Program to be written off to collections loss, 16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in December 2019, were requested.

Executive Director explained the items.

Commissioner MacDuff moved to approve the consent calendar items number 14) to approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held January 14, 2020, 15) Approve vacated tenant accounts for December 2019 for the Affordable Housing Program to be written off to collections loss, 16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in December 2019, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Chairman provided an opportunity for individual Board member comments. There were no comments.

There being no other business, Chairman moved for the regular meeting of Tuesday, February 11, 2020 to be adjourned, which motion was duly seconded by Commissioner Pinedo, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper
Commissioner Johnson
Commissioner MacDuff

Nays

Minutes of a Regular Meeting of the Board of Governors of the Housing Authority of the County
of San Bernardino for February 11, 2020

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Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

The meeting adjourned at 4:45 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Jessie Muñoz

Dr. Ciriaco “Cid” Pinedo

Bobby Tarango

Attest:

Secretary

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

March 10, 2020

FROM

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

SUBJECT

Agency-wide Financial Statements through November 2019

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through November 2019.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net loss through November 2019 for Fiscal Year (FY) 2020 is \$37,243. The net loss of \$37,243 is currently less than the anticipated \$613k loss in funding primarily due to:

- Physical Needs Assessment and Capital Fund project expenses that were lower than expected, which also lowered the amount of Capital Fund grant income that was recognized. This is primarily due to the timing of these expenses which will occur later this year.
- Housing Assistance Payment expenses were significantly higher due to an increased cost per unit.
- Administrative and maintenance expenses were lower due to vacant positions, which will be filled later in the year.
- Depreciation expense reflected on a monthly basis is not included in the annual budget.

Financial Summary	FY 2020 YTD
Revenues	\$24,336,359
Expenses	\$23,400,829
Operating Gain	\$935,530
Operating Transfers/Non-Operating Items	\$(972,773)
Net Income/(Loss)	\$(37,243)

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2019-2020 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even though the primary funding provider, the United States Department of Housing and Urban Development (HUD), has significantly decreased funding each year while expecting full program utilization. FFY 2019-20 continues to be another challenging year due to the following:

- Anticipated federal funding cuts to the Housing Choice Voucher (HCV) program, Administrative Fees, Public Housing Subsidy and Capital Funds.
- Expected reserve drawdowns in order to balance the FFY budget for the HCV program due to rental assistance costs exceeding funding. This is a significant financial risk and HACSB may need to reduce the number of vouchers under lease to balance this program budget. HACSB is currently working with HUD on this matter.
- Maintenance of aging properties is extremely costly, but it is needed to preserve much needed affordable housing in the County.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020.

HACSB Budget Comparison

Period = Oct 2019-Nov 2019

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	4,351,677	4,227,630	124,047	2.93	25,890,742
Total Other Tenant Income	123,875	96,459	27,416	28.42	578,752
NET TENANT INCOME	4,475,552	4,324,089	151,463	3.50	26,469,494
GRANT INCOME					
TOTAL GRANT INCOME	19,168,576	20,711,745	-1,543,169	-7.45	123,414,095
OTHER INCOME					
TOTAL OTHER INCOME	692,231	693,865	-1,635	-0.24	5,639,874
TOTAL INCOME	24,336,359	25,729,699	-1,393,341	-5.42	155,523,464
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	1,097,634	1,017,037	-80,597	-7.92	6,102,222
ADMINISTRATIVE					
Total Administrative Salaries	1,809,984	2,247,261	437,277	19.46	13,511,215
Total Legal Expense	12,987	57,621	44,634	77.46	345,727
Total Other Admin Expenses	799,388	934,841	135,452	14.49	5,646,658
Total Miscellaneous Admin Expenses	544,047	967,991	423,944	43.80	2,938,056
TOTAL ADMINISTRATIVE EXPENSES	3,166,406	4,207,714	1,041,308	24.75	22,441,656
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	15,320	65,742	50,422	76.70	389,453
UTILITIES					
TOTAL UTILITY EXPENSES	450,295	606,747	156,452	25.79	3,640,484
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	373,295	477,859	104,563	21.88	2,869,153
Total Materials	126,605	145,213	18,608	12.81	871,275
Total Contract Costs	377,421	748,411	370,990	49.57	4,485,145
TOTAL MAINTENANCE EXPENSES	877,321	1,371,483	494,161	36.03	8,225,573
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	175,764	200,098	24,334	12.16	1,241,332
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	142,112	2,427,791	2,285,679	94.15	14,767,546
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	17,213,153	15,984,624	-1,228,529	-7.69	97,841,355
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	262,824	271,314	8,490	3.13	1,627,884
TOTAL OPERATING EXPENSES	23,400,829	26,152,550	2,751,721	10.52	156,277,505
OPERATING NET INCOME	935,530	-422,850	1,358,380	321.24	-754,041
NET OPERATING TRANSFER IN/OUT	0	190,522	190,522	100.00	285,783
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	972,773	0	-972,773	N/A	0
NET INCOME	-37,243	-613,372	576,129	93.93	-1,039,824

HCV-HOUSING CHOICE VOUCHER**Budget Comparison**

Period = Oct 2019-Nov 2019

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	120,099	0	120,099	N/A	0
NET TENANT INCOME	120,099	0	120,099	N/A	0
GRANT INCOME					
TOTAL GRANT INCOME	17,978,044	18,009,079	-31,035	-0.17	108,054,474
OTHER INCOME					
TOTAL OTHER INCOME	3,211	24,199	-20,988	-86.73	145,195
TOTAL INCOME	18,101,354	18,033,278	68,076	0.38	108,199,669
EXPENSES					
ADMINISTRATIVE					
Total Administrative Salaries	605,385	791,490	186,105	23.51	4,748,942
Total Other Admin Expenses	421,948	446,537	24,589	5.51	2,717,686
Total Miscellaneous Admin Expenses	154,613	316,638	162,025	51.17	979,259
TOTAL ADMINISTRATIVE EXPENSES	1,181,946	1,554,665	372,719	23.97	8,445,887
UTILITIES					
TOTAL UTILITY EXPENSES	4,626	14,820	10,193	68.78	88,919
MAINTENANCE AND OPERATIONS					
Total Contract Costs	79,071	148,436	69,364	46.73	890,619
TOTAL MAINTENANCE EXPENSES	79,071	148,436	69,364	46.73	890,619
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	4,266	12,286	8,020	65.28	73,714
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	0	26,954	26,954	100.00	161,726
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	17,213,153	15,984,624	-1,228,529	-7.69	97,841,355
TOTAL OPERATING EXPENSES	18,483,063	17,741,785	-741,277	-4.18	107,502,220
OPERATING NET INCOME	-381,709	291,493	-673,202	-230.95	697,449
NET OPERATING TRANSFER IN/OUT	211,265	0	-211,265	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	22,526	0	-22,526	N/A	0
NET INCOME	-615,500	291,493	-906,993	-311.15	697,449

Authority Owned Portfolio Budget Comparison

Period = Oct 2019-Nov 2019

	YTD Actual	YTD Budget	Variance	% Var	Annual	PUM
INCOME						
TENANT INCOME						
Total Rental Income	2,645,677	2,573,877	71,800	2.79	15,444,263	877.80
Total Other Tenant Income	88,065	79,775	8,290	10.39	478,649	29.22
NET TENANT INCOME	2,733,741	2,653,652	80,090	3.02	15,922,912	907.01
OTHER INCOME						
TOTAL OTHER INCOME	19,358	20,161	-803	-3.98	120,966	6.42
TOTAL INCOME	2,753,099	2,673,813	79,286	2.97	16,043,878	913.44
EXPENSES						
ADMINISTRATIVE						
Total Administrative Salaries	304,706	333,368	28,662	8.60	2,000,209	101.10
Total Legal Expense	11,382	13,619	2,238	16.43	81,716	3.78
Total Other Admin Expenses	239,905	240,868	963	0.40	1,450,180	79.60
Total Miscellaneous Admin Expenses	91,899	113,601	21,702	19.10	430,850	30.49
TOTAL ADMINISTRATIVE EXPENSES	647,892	701,457	53,565	7.64	3,962,954	214.96
TENANT SERVICES						
TOTAL TENANT SERVICES EXPENSES	3,881	3,204	-677	-21.14	24,222	1.29
UTILITIES						
TOTAL UTILITY EXPENSES	310,159	369,179	59,020	15.99	2,215,071	102.91
MAINTENANCE AND OPERATIONS						
Total General Maint Expense	161,624	216,366	54,741	25.30	1,300,194	53.62
Total Materials	71,284	74,373	3,089	4.15	446,235	23.65
Total Contract Costs	197,137	297,576	100,440	33.75	1,780,134	65.41
TOTAL MAINTENANCE EXPENSES	430,045	588,315	158,269	26.90	3,526,563	142.68
GENERAL EXPENSES						
TOTAL GENERAL EXPENSES	133,620	100,006	-33,614	-33.61	637,673	44.33
EXTRAORDINARY MAINTENANCE EXPENSES						
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	51,113	314,295	263,183	83.74	1,636,570	16.96
FINANCING EXPENSE						
TOTAL FINANCING EXPENSES	262,824	271,314	8,490	3.13	1,627,884	87.20
TOTAL OPERATING EXPENSES	1,839,534	2,347,769	508,235	21.65	13,630,937	610.33
OPERATING NET INCOME	913,566	326,044	587,521	180.20	2,412,941	303.11
NON-OPERATING ITEMS						
TOTAL NON-OPERATING ITEMS	387,268	0	-387,268	N/A	0	128.49
NET INCOME	526,298	326,044	200,254	61.42	2,412,941	174.62

PUBLIC HOUSING Budget Comparison

Period = Oct 2019-Nov 2019

	YTD Actual	YTD Budget	Variance	% Var	Annual	PUM
INCOME						
TENANT INCOME						
Total Rental Income	75,293	62,849	12,445	19.80	901,053	285.20
Total Other Tenant Income	1,121	845	276	32.72	5,068	4.25
NET TENANT INCOME	76,414	63,693	12,721	19.97	906,121	289.45
GRANT INCOME						
TOTAL GRANT INCOME	41,576	191,348	-149,772	-78.27	291,709	157.48
OTHER INCOME						
TOTAL OTHER INCOME	25,085	2,036	23,049	1,132.07	12,216	95.02
TOTAL INCOME	143,075	257,077	-114,002	-44.35	1,210,046	541.95
EXPENSES						
ADMINISTRATIVE						
Total Administrative Salaries	26,366	38,930	12,564	32.27	233,579	99.87
Total Legal Expense	0	783	783	100.00	4,700	0.00
Total Other Admin Expenses	20,630	5,834	-14,796	-253.63	89,467	78.15
Total Miscellaneous Admin Expenses	15,310	27,344	12,035	44.01	67,779	57.99
TOTAL ADMINISTRATIVE EXPENSES	62,307	72,892	10,585	14.52	395,525	236.01
TENANT SERVICES						
TOTAL TENANT SERVICES EXPENSES	0	500	500	100.00	3,000	0.00
UTILITIES						
TOTAL UTILITY EXPENSES	2,578	9,592	7,014	73.12	57,552	9.77
MAINTENANCE AND OPERATIONS						
Total General Maint Expense	22,633	26,438	3,805	14.39	158,628	85.73
Total Materials	437	5,792	5,355	92.46	34,750	1.65
Total Contract Costs	5,490	17,143	11,652	67.97	102,855	20.80
TOTAL MAINTENANCE EXPENSES	28,560	49,372	20,812	42.15	296,233	108.18
GENERAL EXPENSES						
TOTAL GENERAL EXPENSES	3,641	9,452	5,811	61.48	56,713	13.79
EXTRAORDINARY MAINTENANCE EXPENSES						
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	0	55,332	55,332	100.00	331,992	0.00
TOTAL OPERATING EXPENSES	97,086	197,140	100,054	50.75	1,141,015	367.75
OPERATING NET INCOME	45,989	59,937	-13,948	-23.27	69,031	174.20
NET OPERATING TRANSFER IN/OUT	40,174	190,522	150,348	78.91	285,783	152.17
NON-OPERATING ITEMS						
TOTAL NON-OPERATING ITEMS	90,483	0	-90,483	N/A	0	342.74
NET INCOME	-84,668	-130,585	45,917	35.16	-216,752	-320.71

R A D

Budget Comparison

Period = Oct 2019-Nov 2019

	YTD Actual	YTD Budget	Variance	% Var	Annual	PUM
INCOME						
TENANT INCOME						
Total Rental Income	1,510,608	1,590,904	-80,296	-5.05	9,545,426	872.18
Total Other Tenant Income	34,689	15,839	18,850	119.01	95,035	20.03
NET TENANT INCOME	1,545,297	1,606,744	-61,447	-3.82	9,640,461	892.20
GRANT INCOME						
TOTAL GRANT INCOME	103	0	103	N/A	0	0.06
OTHER INCOME						
TOTAL OTHER INCOME	9,974	8,550	1,424	16.65	51,300	5.76
TOTAL INCOME	1,555,374	1,615,294	-59,920	-3.71	9,691,761	898.02
EXPENSES						
ADMINISTRATIVE						
Total Administrative Salaries	276,589	324,639	48,049	14.80	1,947,832	159.69
Total Legal Expense	1,605	13,135	11,530	87.78	78,811	0.93
Total Other Admin Expenses	80,068	129,508	49,440	38.18	763,169	46.23
Total Miscellaneous Admin Expenses	127,494	209,992	82,498	39.29	544,844	73.61
TOTAL ADMINISTRATIVE EXPENSES	485,757	677,274	191,518	28.28	3,334,656	280.46
TENANT SERVICES						
TOTAL TENANT SERVICES EXPENSES	636	17,811	17,174	96.43	106,865	0.37
UTILITIES						
TOTAL UTILITY EXPENSES	128,528	204,077	75,549	37.02	1,224,463	74.21
MAINTENANCE AND OPERATIONS						
Total General Maint Expense	189,038	235,055	46,017	19.58	1,410,331	109.14
Total Materials	53,698	63,892	10,194	15.95	383,350	31.00
Total Contract Costs	78,247	270,404	192,157	71.06	1,622,427	45.18
TOTAL MAINTENANCE EXPENSES	320,983	569,352	248,368	43.62	3,416,108	185.33
GENERAL EXPENSES						
TOTAL GENERAL EXPENSES	17,366	68,670	51,305	74.71	412,022	10.03
EXTRAORDINARY MAINTENANCE EXPENSES						
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	87,955	567,908	479,953	84.51	3,407,449	50.78
TOTAL OPERATING EXPENSES	1,041,225	2,105,092	1,063,867	50.54	11,901,564	601.17
OPERATING NET INCOME	514,149	-489,799	1,003,948	204.97	-2,209,802	296.85
NON-OPERATING ITEMS						
TOTAL NON-OPERATING ITEMS	431,738	0	-431,738	N/A	0	249.27
NET INCOME	82,411	-489,799	572,210	116.83	-2,209,802	47.58

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

March 10, 2020

FROM

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

SUBJECT

Vacated Tenant Accounts for the Affordable Housing Program to be Written Off to Collection Loss for January 2020

RECOMMENDATION(S)

Approve vacated tenant accounts for January 2020 for the Affordable Housing Program to be written off to collection loss.

(Presenter: Maria Razo, Executive Director, 332-3605)

GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

The accounts receivable losses for the month ending January 31, 2020 is \$8,575.13 as summarized below. The Housing Authority of the County of San Bernardino (HACSB) included the collection losses in their annual budget process and these monthly losses are in line with budgeted projected losses.

BACKGROUND INFORMATION

On a monthly basis, HACSB records vacated tenant accounts for the Affordable Housing Program for the purpose of being written off to collection losses. These reports are summarized by the agency's properties, also known as management points and must be received and approved by HACSB Board of Commissioners (Board). Despite the agency's reasonable efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with the agency's contracted collection agency.

Historically, the amounts can vary greatly from month to month especially if tenants are evicted, as opposed to tenants moving out, with unpaid rent and maintenance charges assessed for damage of the units. Based on the last six months, the monthly collection losses for Affordable Housing range from \$6,682-\$18,099. The total write off for the month of January 2020 is \$8,575.13 as delineated in the table below.

SUMMARY PER MANAGEMENT POINT		
January-20		
MGMT. POINT	NO. OF VACATED ACCOUNTS	TOTAL
03-San Bernardino (Maplewood Homes)	1	\$3,805.59
05-Redlands (Lugonia)	0	-

Vacated Tenant Accounts for the Affordable Housing Program to be Written Off to Collection Loss for January 2020
March 10, 2020

SUMMARY PER MANAGEMENT POINT		
January-20		
MGMT. POINT	NO. OF VACATED ACCOUNTS	TOTAL
06-Colton/Chino (Ontario/Rancho Cucamonga/Montclair)	2	\$3,301.00
07-High Desert/Barstow	0	-
Miscellaneous Charges		\$301.85
Maintenance Charges		\$745.69
Legal Charges		\$2,890.00
Security Deposit Applied		(\$2,469)
NET TOTAL WRITE OFF	1	\$8,575.13

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020.

The Housing Authority of the County of San Bernardino
COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM

Management Point: 203
Month End: 1/31/2020

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	UNPAID MISC. (**)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
1	P.	A.		V	\$ 877.00	\$ 3,805.59	\$ 300.00	\$ -	\$ -	\$4,105.59	\$669.00	\$3,436.59
2												
3												
4												
5												
TOTALS: \$ 3,805.59 \$ 300.00 \$ - \$ - \$4,105.59 \$669.00 \$3,436.59												
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date			
1	14 day notice	10/28/2019	P&M	NA								
2	14 day notice	11/12/2019	P&M	NA								
3	14 day notice	12/10/2019	P&M	NA					1/6/2020			
4												
5												
COMMENTS: Provide detailed information regarding excessive balances in any category listed above and process related delays												
1. Resident moved out voluntarily. Unpaid rent is high because she claimed a hardship but never turned in the paperwork and told management that she was moving out but never returned the keys until 1/31/2020.												
1/31/2020. Management made several attempts to work with the resident to avoid an eviction. Net due is for charges not covered by the security deposit.												
</												

The Housing Authority of the County of San Bernardino
COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM

Management Point: 205
Month End: 1/31/2020

Item #		Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	UNPAID MISC. (**)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
	1					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	2												
	3												
	4												
	5												
	6												
	TOTALS: \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -												
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date			Vacate Date		
1													
2													
3													
4													
5													
6													
COMMENTS: Provide detailed information regarding excessive balances in any category listed above and process related delays													
No Collection Loss for January 2020													

Submitted by: Laurie Herrera Date: 2/3/2020 Reviewed by: Gus Joslin Date:

*Reasons: E = Eviction
 S = Skip
 V = Voluntary
 T = Terminated Tenancy
**Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.

The Housing Authority of the County of San Bernardino
COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM

Management Point: 206
Month End: 1/31/2020

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	UNPAID MISC. (**)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
1	M.	C.		E	\$ 826.00	\$ 2,585.00	\$ -	\$ 570.69	\$ 875.00	\$ 4,030.69	\$ 1,000.00	\$ 3,030.69
2	C.	E.		E	\$ 163.00	\$ 716.00	\$ 1.85	\$ 175.00	\$ 2,015.00	\$2,907.85	\$800.00	\$2,107.85
3												
4												
5												
6												

Submitted by: Mayra Camacho Date: 2/3/2020 Reviewed by: Gus Joslin Date:

*Reasons: E = Eviction
S = Skip
V = Voluntary
T = Terminated Tenancy
**Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.

The Housing Authority of the County of San Bernardino
COLLECTION WRITE-OFFS - AFFORDABLE HOUSING PROGRAM

Management Point: 207
Month End: 1/31/2020

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	UNPAID MISC. (**)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
1												
2												
3												
4												
5												
TOTALS:												
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date				
1												
2												
3												
4												
5												
COMMENTS: Provide detailed information regarding excessive balances in any category listed above and process related delays												
No Collection Loss for January 2020												

Submitted by: DeDe Sanchez Date: 2/3/2020 Reviewed by: Gus Joslin Date:

*Reasons: E = Eviction
S = Skip
V = Voluntary
T = Terminated Tenancy
**Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.

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

March 10, 2020

FROM

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

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month Ending January 2020

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in January 2020.

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

GOALS & OBJECTIVES

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

The accounts receivable losses for the month ending January 31, 2020 is \$11,371.20. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in their annual budget. The monthly losses as detailed below are in line with the budgeted losses and historical trends.

BACKGROUND INFORMATION

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. The agency's Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc. Despite the agency's reasonable efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with the agency's contracted collection agency. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. The total write off for the month of January 2020 is \$11,371.20 as delineated in the table below. Attached is a worksheet that itemizes the individual accounts.

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
407 – Sunset Pointe	5	\$429.00
408 – Sunrise Vista	4	(\$41.32)
416 – Arrowhead	1	\$327.00
423 – Mesa Gardens	1	-
426 – Sunnyside	1	\$3,155.00
432b – Van Leuven 14	1	-

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month Ending January 2020
March 10, 2020

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
434c – Bahia	1	-
434a – Third	1	-
439 – Hampton	1	-
467 - Hillcrest	1	-
Concessions Write Off		-
TOTAL RENT WRITE OFF	17	\$3,869.68
Miscellaneous Charges		-
Maintenance Charges		\$9,031.52
Legal Charges		\$1,850.00
Security Deposits Applied		(\$3,380.00)
NET TOTAL WRITE OFF		\$11,371.20

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on February 20, 2020.

The Housing Authority of the County of San Bernardino

COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

Month End: 01/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE	
407 - Sunset Pointe														
1	D.	N.					-		(453.83)		(453.83)		(453.83)	
2	S.	M.					-		(30.00)		(30.00)		(30.00)	
3	W.	D.		V	925.00	(104.00)	-		2,672.00			2,568.00	100.00	2,468.00
4	V.	J.		V	725.00	639.00	-		787.33			1,426.33	100.00	1,326.33
5	C.	L.		S	825.00	(106.00)	-		1,094.00			988.00	400.00	588.00
							-				-		-	
					TOTALS:		429.00	-	-	4,069.50	-	600.00	3,898.50	
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date		Vacate Date				
1	Payment on bad debt													
2	Collection on bad debt													
3	30 Day Notice	12/09/19								01/29/20				
4	30 Day Notice	12/01/19								12/31/19				
5	Skip									01/30/20				

408 - Sunrise Vista													
	6 F.	S.					-		(100.00)		(100.00)		(100.00)
	7 S.	A.		E	725.00	(123.00)	-		334.00	1,100.00	1,311.00	500.00	811.00
	8 B.	M.		V	725.00	110.00	-		414.42		524.42	200.00	324.42
	9 C.	S.		V	850.00	(28.32)	-		1,064.00		1,035.68	700.00	335.68
							-		-		-		-
	TOTALS:					(41.32)	-	-	1,712.42	1,100.00	2,771.10	1,400.00	1,371.10
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
6	Payment on bad debt												
7	3 Day Pay or Quit	11/07/19	Posted	11/22/19	11/22/19	N	N/A	turned in keys 01/06/20	01/06/20				
8	30 Day Notice	12/01/19							01/15/20				
9	30 Day Notice	11/30/19							12/31/19				

The Housing Authority of the County of San Bernardino

COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

Month End: 01/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
416 - Arrowhead													
10	G.	B.		V	875.00	327.00	-		175.00		502.00	230.00	272.00
					TOTALS:		327.00	-	175.00	-	502.00	230.00	272.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
10	Death	01/06/20							01/07/20				

423 - Mesa Gardens													
11	H.	R.						-	(195.00)	(195.00)		(195.00)	(195.00)
						TOTALS:		-	-	(195.00)	-	(195.00)	(195.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
11	Payment on bad debt												

426 - Sunnyside																
	12	A.	C.			E		1,200.00	3,155.00			940.00	750.00	4,845.00	1,150.00	3,695.00
																-

The Housing Authority of the County of San Bernardino

COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

Month End: 01/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
432b - Van Leuven 14													
									(2,467.00)		(2,467.00)		(2,467.00)
		S.											
											-		-
	TOTALS:						-	-	(2,467.00)	-	(2,467.00)	-	(2,467.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filled in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
13	Payment on bad debt												

434c - Bahia													
	14	G.		D.							(60.00)		(60.00)

439 - Hampton													
15	J.	T.											4,956.60
													-
TOTALS:													
													4,956.60
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The Housing Authority of the County of San Bernardino

COLLECTION WRITE-OFFS - AUTHORITY OWNED PORTFOLIO PROGRAM

Month End: 01/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
467 - Hillcrest													
16	B.	K.							(100.00)		(100.00)		(100.00)
					TOTALS:			-	(100.00)	-	(100.00)	-	(100.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
16	Payment on bad debt												

ALL PROPERTY TOTALS:	3,869.68	-	-	9,031.52	1,850.00	14,751.20	3,380.00	11,371.20
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Submitted by: _____ Date: _____

Reviewed by: _____ Date: _____

*Reasons: E=Eviction V=Voluntary T=Terminated Tenancy **Unpaid Misc.: Stipulated agreements for rent, maintenance charges, late charges, etc.