

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

TO BE HELD TELEPHONICALLY  
July 13, 2021 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions  
Members of the public may call:  
Call In Number (669) 900-6833  
Meeting ID: 880 9897 4854  
Password: 102047

This meeting is being held in accordance with the Brown Act as currently in effect under the State of Emergency Services Act, the Governor's Emergency Declaration related to COVID-19 and the Governor's Executive Order N-29-20 issued on March 17, 2020, that allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to participate should call in using the teleconference information stated above. Public comments, limited to 250 words or less, can only be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com) and will be read into the record, limited to 3 minutes per comment. Some comments may not be read due to time limitations.

**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. To make a comment on a specific agenda item, please submit your comments via email or online by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> and email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com). Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

## **DISCUSSION CALENDAR**

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

- 4) Receive the Executive Director's Report for July 13, 2021. (Page 1)
- 5) 1. Adopt Resolution No. 113:
  - a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2021-2022.
  - b. Approving the Annual Moving to Work Plan Certification of Compliance to the United States Department of Housing and Urban Development. (Page 2-10)
- 6) 1. Adopt Resolution No. 112 to approve and adopt:
  - a. The Fiscal Year 2021-22 Consolidated Annual Budget including operating transfers in/out.
  - b. The Fiscal Year 2021-22 Public Housing Annual Budget including operating transfers in/out.
  - c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct. (Pages 11-17)
- 7) 1 – Adopt Resolution No. 114 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.  
  
2 – Implement policy revisions to the Housing Authority of the County of San Bernardino Employee Personnel Handbook subject to meet and confer with union. (Pages 18-22)
- 8) 1 – Accept Emergency Housing Vouchers awarded by the United States Department of Housing and Development.  
  
2 – Authorize the acceptance of housing assistance and administrative funding awarded for Emergency Housing Vouchers. Authorize expenditures to administer Emergency Housing Vouchers up to awarded amounts.  
  
3 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 23-28)
- 9) 1 – Award a construction contract, effective July 14, 2021, to Resource Environmental, Inc. for demolition and erosion control services for the revitalization project at Valencia Grove Phase II, in the city of Redlands in an amount not to exceed \$461,000.  
  
2 – Authorize and direct the Executive Director to execute and deliver the contract to Resource Environmental, Inc., and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction. (Pages 29-144)
- 10) 1 – Award case management services contract to Nan McKay and Associates, Inc., in an amount not to exceed \$175,000, for a term of six months beginning on or around August 2021 with options to extend the contract four single-year extensions through January 2026.  
  
2 – Implement contract for case management services subject to meet and confer with union.

- 3 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 145-174)
- 11) 1 – Approve seven non-financial Memorandums of Understanding with the County of San Bernardino's Department of Behavioral Health for the Continuum of Care grants, which Memorandums of Understanding address the provision of in-kind case management services to participants in the following seven separate programs:
- a. Project Gateway program
  - b. Laurelbrook Estates program
  - c. Cornerstone program
  - d. Whispering Pines program
  - e. New Horizon program
  - f. Lantern Woods program
  - g. Stepping Stones program
- 2 – Authorize and direct the Executive Director to execute and deliver Memorandum of Understanding for each Continuum of Care grant to the County of San Bernardino, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- 3 – Authorize and direct the Executive Director to execute and deliver annual renewals of the Memorandum of Understanding for each Continuum of Care grant upon grant renewal to the County of San Bernardino, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 175-246)
- 12) 1 – Approve Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness acting as the representative body for the Continuum of Care.
- 2 – Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding and any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 247-254)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: # 13 - 16

- 13) 1 – Approve a formal denial of claim received by Housing Authority of the County of San Bernardino from the law office of Albert J. Gopin for the claim of his client, a minor.
- 2 – Authorize and direct the Executive Director to issue a denial of claim letter in a form approved in consultation with Legal Counsel. (Pages 255-256)
- 14) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on June 8, 2021. (Pages 257-263)

- 15) Approve and file Agency-wide Financial Statements through March 2021.  
(Pages 264-266)
- 16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2021. (Pages 267-271)
- 17) Individual Board member Comments
- 18) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. 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 agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

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**

**July 13, 2021**

**FROM**

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

**SUBJECT**

**Executive Director's Report for July 13, 2021**

**RECOMMENDATION(S)**

Receive the Executive Director's Report for July 13, 2021.  
(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 General Legal Counsel, Fred Galante, on June 28, 2021.

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

**July 13, 2021**

**FROM**

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

**SUBJECT**

**Fiscal Year 2021-2022 Annual Moving to Work Plan**

**RECOMMENDATION(S)**

1. Adopt Resolution No. 113:
    - a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2021-2022.
    - b. Approving the Annual Moving to Work Plan Certification of Compliance to the United States Department of Housing and Urban Development.
- (Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**No eligible family waits longer than 10 days for housing.  
HACSB has secured the resources needed for accomplishing its mission.  
HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

**FINANCIAL IMPACT**

Approval of the proposed resolution will not have a significant financial impact on the Housing Authority of the County of San Bernardino (HACSB). Sufficient appropriation to perform this action has been included in the HACSB 2021-2022 annual budget.

**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 objectives of the MTW designation are to achieve greater cost effectiveness, provide incentives to families working toward self-sufficiency, and increase housing choices for low-income families. 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 which outlines the requirements and authorizations of the MTW designation, each year HACSB is required to prepare and submit a MTW Annual Plan that describes proposed MTW activities for the coming year.

The proposed 2021-2022 Annual MTW Plan (Plan) includes information regarding 27 previously approved MTW activities and one proposed new activity. "Activities" are defined as HUD-approved initiatives developed and adopted by HACSB that a traditional Housing Authority cannot implement. HACSB MTW activities are listed below:

<b>No.</b>	<b>Activity Name</b>	<b>Plan Year</b>	<b>Status</b>
1	Single Fund Budget	2009	Ongoing

2	Strategic Investment Policies	2009	Closed Out
3	Alternate Assessment Program	2009	On Hold
4	Biennial and Triennial Re-Certifications	2009	Ongoing
5	Simplified Income Determination (formerly Local Verification Policies)	2009	Ongoing
6	Elimination of Assets	2009	Closed Out
7	Controlled Program Moves	2009	Closed Out
8	Local Policies for Portability	2009	Ongoing
9	Elimination of Earned Income Disallowance	2009	Closed Out
10	Minimum Rent	2009	Ongoing
11	Local Project Based Voucher Program	2009	Ongoing
12	Local Payment Standards	2009	Ongoing
13	Local Inspection Policies	2010	Ongoing
14	Local Asset Management Program	2010	Ongoing
15	Pilot Work Requirement	2010	Closed Out
16	Operating Subsidy for Vista del Sol	2010	Closed Out
17	Local Income Inclusions	2011	Closed Out
18	Property Management Innovation	2011	Ongoing
19	Pilot Local FSS Program	2011	Ongoing
20	Term-Limited Lease Assistance Program	2011	Ongoing
21	Utility Allowance Reform	2012	Closed Out
22	Streamlined Lease Assistance Program	2013	Ongoing
23	No Child Left Unsheltered	2014	Ongoing
24	Transition for Over Income Public Housing/Housing Choice Voucher Families	2014	Ongoing
25	Project-Based Voucher Flexibility for Horizons Yucaipa Senior Housing	2016	Ongoing
26	Local Disaster Short-Term Rental Assistance Program	2017	Ongoing
27	Local Project-Based Voucher Subsidy for Developments Using Tax Credit Rents	2019	Ongoing
28	Landlord Incentives	2022	Proposed

The Plan includes the proposed new activity #28 – Landlord Incentives. The activity addresses the statutory objective to increase housing choices for low-income families. The Landlord Incentives activity will permit HACSB to provide incentives to landlords who lease their rental units to HACSB customers through a MTW voucher program. This activity is expected to increase landlord participation and make additional rental units available to HACSB customers. Through this activity, HACSB will provide a one-time leasing bonus payment of \$1,000 to landlords who newly lease their rental unit to a HACSB customer. Units in tax credit properties, under PBV contract, and units owned by HACSB or an HACSB affiliate are not eligible for the signing bonus. HUD has encouraged housing authorities to adopt landlord incentive programs to help improve leasing success among assisted families, particularly in response to the COVID-19 pandemic. The activity is modeled after the signing bonus program currently in place through December

2021 using CARES Act funding. The activity will be supported using MTW single-fund flexibility and continued only if HACSB has sufficient funding to do so.

The Plan also includes the following changes to existing MTW activities.

Activity 10 – Minimum Rent: Currently, HACSB's \$125 minimum rent applies to all HACSB MTW customers. The proposed modification will allow HACSB to reduce, postpone, or waive the \$125 minimum rent for HACSB developments or programs serving extremely vulnerable populations such as those serving homeless individuals and families.

Activity 12 – Local Project-Based Voucher Program: Currently, HUD regulations require 20% of the units in each building under a PBV Housing Assistance Payments (HAP) contract to have a Housing Quality Standards (HQS) inspection annually. Through HACSB's Local Inspections Standards MTW activity, HACSB is permitted to conduct these HQS inspections biennially. The proposed modification would allow HACSB to consider all PBV units under a single HAP contract as a single building for the purposes of HQS inspections. For example, a HAP contract that includes ten duplex buildings (20 units) would currently require ten inspections. The proposed change would allow HACSB to conduct four inspections. This modification will improve administrative efficiencies by creating a uniform standard for determining the number of inspections to be performed for PBV units.

Activity 24 – Transition for Over-Income Public Housing and Housing Choice Voucher Families: Currently, when families reach 80% of the Area Median Income, HACSB provides a six-month transition period to the family. If the family's income still exceeds 80% of AMI at the end of the transition period, the family's assistance ends and they transition out of assisted housing. This activity applies to career-able MTW customers except those in the Homeownership and Family Self-Sufficiency programs. This proposed modification would also exempt families in the Term-Limited Lease Assistance (TLA) program. This change is based upon feedback from Loma Linda University through their third-party evaluation of the TLA activity, which indicated that TLA families would benefit from being permitted to remain assisted through TLA as they move toward economic self-sufficiency and reach the 80% of AMI threshold.

The proposed FY 2021-2022 Annual MTW Plan also includes updates and clarifications to HACSB's use of fungibility for MTW program funding, also known as single-fund flexibility. MTW agencies are permitted to exercise single-fund flexibility and must describe how that flexibility is used through their Annual MTW Plan. Proposed updates for 2021-2022 include the following uses of single-fund flexibility:

- Clarification that MTW program funds may be used for Public Housing sites converted through the Rental Assistance Demonstration (RAD) program to support expenses for those sites, including HUD-mandated reserve contributions.
- Development of a retirement trust fund to decrease the current unfunded liability and reduce future expenses.
- To support the development of the Community Resource Center in partnership with the Inland Empire Health Plan (IEHP).
- To support the proposed MTW Activity 28: Landlord Incentives.



The HUD-required Certifications of Compliance with Regulations: Board Resolution to Accompany the Annual Moving to Work Plan is included in the 2021-2022 Annual MTW Plan. The Certifications of Compliance authorizes HACSB to submit the Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan, including public notice requirements, Civil Rights Act and Fair Housing Act requirements, records retention, and other requirements.

A legal notice regarding the Plan was published in seven local newspapers between May 27 and May 28, 2021. The notice and the proposed plan were also made available on HACSB's website and at all HACSB offices throughout San Bernardino County beginning May 28, 2021. The required public comment period ran from May 28, 2021 to June 28, 2021, and two public hearings on the matter were held on June 9, 2021, at 1:00 p.m. and June 15, 2021, at 10:00 a.m. virtually via Zoom. No members of the public attended the public hearings.

A complete copy of the 2021-2022 Annual MTW Plan can be found at <https://hacsb.com/hacsb-2022-moving-to-work-plan-available-for-review/>.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2021.

## **HOUSING AUTHORITY RESOLUTION NO. 2021-113**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S ANNUAL MOVING TO WORK PLAN FOR FISCAL YEAR 2021-2022**

#### **RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low and moderate income housing within its jurisdiction; and

**WHEREAS**, HACSB entered into a Moving to Work (MTW) contract 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**, 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 develop a new MTW activity and modify certain previously approved MTW activities; and

**WHEREAS**, the HACSB has developed its Fiscal Year 2021-2022 Annual MTW Plan, to include the proposed modifications to those MTW activities and in accordance with HUD requirements.

#### **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 proposed Fiscal Year 2021-2022 HACSB Annual MTW Plan, on July 13, 2021.

Section 3. A complete copy of the 2021-2022 Annual MTW Plan can be found at <https://hacsb.com/hacsb-2022-moving-to-work-plan-available-for-review/>.

Section 4. The Board of Commissioners hereby approves the HUD-required Certifications of Compliance with Regulations form authorizing HACSB to submit the proposed Fiscal Year 2020-21 Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan.

Section 5. 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

## CERTIFICATIONS OF COMPLIANCE

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING

#### Certifications of Compliance with Regulations: Board Resolution to Accompany the Annual Moving to Work Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (10/01/2021), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing by fulfilling the requirements set out in HUD regulations found at Title 24 of the Code of Federal Regulations, including regulations in place at the time of this certification, and any subsequently promulgated regulations governing the obligation to affirmatively further fair housing. The MTW PHA is always responsible for understanding and implementing the requirements of HUD regulations and policies, and has a continuing obligation to affirmatively further fair housing in compliance with the 1968 Fair Housing Act, the Housing and Community Development Act of 1974, The Cranston-Gonzalez National Affordable Housing Act, and the Quality Housing and Work Responsibility Act of 1998. (42 U.S.C. 3608, 5304(b)(2), 5306(d)(7)(B), 12705(b)(15), and 1437C-1(d)(16)). The MTW PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o) and 24 CFR 903.15, which means that it will take meaningful actions to further the goals identified in its Analysis of Impediments to Fair Housing Choice(AI),Assessment of Fair Housing (AFH), and/or other fair housing planning documents conducted in accordance with the requirements of 24 CFR Part 5, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o), and will address impediments to fair housing choice identified in its AI, AFH, and/or other fair housing planning documents associated with any applicable Consolidated or Annual Action Plan under 24 CFR Part 91.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.

form **HUD 50900: Certifications of Compliance (3/2021)**

- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (23) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA.

Housing Authority of the County of San Bernardino

CA019

**MTW PHA NAME****MTW PHA NUMBER/HA CODE**

*I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.*

**WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).**

**NAME OF AUTHORIZED OFFICIAL****TITLE****SIGNATURE****DATE**

\* *Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

**Fiscal Year 2021-22 Consolidated Annual Budget**

## **RECOMMENDATION(S)**

1. Adopt Resolution No. 112 to approve and adopt:
  - a. The Fiscal Year 2021-22 Consolidated Annual Budget including operating transfers in/out.
  - b. The Fiscal Year 2021-22 Public Housing Annual Budget including operating transfers in/out.
  - c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.

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

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.**

## **BACKGROUND INFORMATION**

The Fiscal Year (FY) 2021-2022 budget of the Housing Authority of the County of San Bernardino (HACSB) is recommended for approval. This proposed budget continues to support the vision and mission of the agency and is in line with its 30-year Strategic Plan and Moving to Work (MTW) Annual Plans as approved by the United States Department of Housing and Urban Development (HUD). Despite increases in costs across all rental assistance programs, we are recommending for approval a balanced budget.

## **FINANCIAL IMPACT**

The chart below summarizes the HACSB Consolidated Budget for the Fiscal Year 2021-2022 (October 1, 2021 - September 30, 2022) into two major funding sources:

1. MTW Block Grant sources including Public Housing Operating Funds; Public Housing Capital Funds; Housing Choice Voucher (HCV) Housing Assistance Payments; and HCV Administrative Fees.
2. Non-eligible MTW Block Grant funds including local and central office cost center funds, other non-MTW special purpose voucher programs (Continuum of Care, Veterans Affairs Supportive Housing, and Housing for Persons with AIDS), the Authority Owned Portfolio and the Project-Based Voucher Rental Assistance Demonstration (RAD) properties.

Approximately 70% of the total revenue is comprised of funds received from HUD to administer the HCV, Public Housing and the Capital Fund programs. The remaining revenue is derived primarily from rental income from the Public Housing, Project-Based Voucher RAD, and Authority Owned portfolios.

## DESCRIPTION OF MAJOR CHANGES IN 2021-2022:

### Housing Authority of the County of San Bernardino FY 2021-2022 Proposed Consolidated Budget

Moving To Work						
				FY 2021 Budgeted		
Program	Revenue	Expenses	Net	Net Income	Increase/(Decrease)	
MTW Fund	\$ 253,360	\$ 812,882	\$ (559,522)	(774,006)	214,484	
Public Housing	854,151	1,436,397	(582,247)	(472,948)	(109,299)	
Capital Funds	3,981,030	3,981,030	-	472,948	(472,948)	
Housing Choice Vouchers	113,377,078	105,435,739	7,941,339	774,006	7,167,333	
Total Moving To Work	\$ 118,465,619	\$ 111,666,049	\$ 6,799,570	\$ -	\$ 6,799,570	
Other Programs - Non Moving To Work						
				FY 2021 Budgeted		
Program	Revenue	Expenses	Net	Net Income	Increase/(Decrease)	
Central Office	\$ 4,189,215	\$ 4,495,453	\$ (306,238)	(227,152)	(79,086)	
Other Vouchers	12,645,700	12,615,789	29,912	(445,616)	475,528	
Authority Owned Portfolio	26,845,407	23,067,560	3,777,847	(607,967)	4,385,814	
Local Funds	8,070,825	7,873,277	197,547	(218,293)	415,840	
Total Non-Moving To Work	\$ 51,751,147	\$ 48,052,079	\$ 3,699,068	(1,499,028)	\$ 5,198,096	
Grand Totals	\$ 170,216,765	\$ 159,718,127	\$ 10,498,638	(1,499,028)	11,997,666	
VASH Reserve Drawdown <Buildup>				(63,722)	258,831	(322,553)
Reserve < Buildup>-MTW Pension Pre Funding				(4,500,000)		(4,500,000)
Reserve < Buildup>-Other Pension Pre Funding				(1,500,000)		(1,500,000)
Reserve Drawdown/< Buildup>-MTW:				(2,299,570)		(2,299,570)
Reserve Drawdown/< Buildup>-Other:				(2,135,346)	1,240,197	(3,375,543)
Adjusted Residual Profit:				-	-	-

Total income has increased by over \$9.2 million and total expenses decreased by \$2.8 million for an increase of \$12 million in net income. The most significant changes occurred in the MTW HCV program. It is important to note that the net income in the MTW HCV program is specifically tied to HAP funding. These funds are held with HUD as restricted HAP reserves.

### MTW PROGRAMS

The primary increase in revenue is due to an increase in HAP subsidy funding for calendar year (CY) 2021. For CY 2021, HACSB received an inflationary rate of 8% and is budgeting no inflationary rate in CY 2022 based on historical information. Over the last 9 years, the inflation rate has averaged 1.45%. From October 2021 to September 2022, we expect a 3% increase in the HAP per unit cost (from \$839 to \$867 per unit). Historically, the HAP annual inflation factor does not provide sufficient funding to cover the increasing costs; unfortunately, receiving an annual inflation factor by HUD is not guaranteed, which if not, exacerbates the loss in funding. Because of this, the Authority views the inflationary rate received for CY 2021 as a "one-time" infusion of funding to the HCV-MTW program.

As a result of continued funding cuts to the Administrative Fees for the HCV program, and due to increasing costs, we are continuously challenged in providing a balanced budget for the HCV



administrative budget. The calendar year 2021 funding cut percentage was 19%, resulting in a \$1.9 million less in appropriated funding. As a result, the budget includes an expected net loss of \$772,662, which is being balanced by the “one time” HAP funding.

Even with the reduced HCV administrative funding, we are still expected to increase our leasing within the HCV MTW program. The program size dropped over the past year as a result of the pandemic; however, we started pulling families from the HCV waiting list in May of 2021. We have also received new Mainstream and VASH vouchers, which has resulted in an increase in caseloads. As a result, we have included 3 additional staff (2 Administrative Services Specialists and a Lead Housing Services Specialist).

Due to the delay in having an approved 2021 federal budget, HACSB was notified of its 2021 funding amounts in late March 2021. This funding, which included the unprecedented inflation factor, was retroactive to January 2021. Due to the retroactive nature of the funding, and that the funding amounts will allow for an increase in the number of families served, which will take some time, we are expecting a contribution to the restricted MTW HAP HUD held reserves in the amount of \$2.9 million.

In addition, pension costs and other postemployment benefits (OPEB) continue to rise. The unfunded liability for the Authority’s pension fund is over \$22 million and the pension costs for FY 2022 are estimated to be \$3 million (net of interest, costs, and income from investments). To offset expected future annual increases in the pension costs and lower the unfunded liability in the MTW program, the budget includes \$4.5 million to pre-fund the pension fund. Additional analysis will be provided to the Board in the coming months on this pre-funding.

We are projecting having 3 months of restricted MTW HAP HUD reserves at the end of the FY 2022. We recommend maintaining these levels if higher than expected proration levels occur in the voucher program.

#### NON-MTW PROGRAMS

Similar to the MTW program budget, to offset future annual increases in the pension costs and lower the unfunded liability in the non-MTW programs, the budget includes \$1.5 million to pre-fund the pension fund. The budget also includes a contribution of \$2.2 million to physical needs assessment reserves, for a total net income of \$3.7 million.

Below are some of the significant budgeted items in these programs:

- \$26.2 million in Rental Income. This is an expected increase of \$1.4 million compared to the prior year budget.
- \$3.2 million in anticipated extraordinary maintenance expenses needed for repair and replacement work at all Authority-owned housing developments. This is a decrease of \$1.8 million when compared to the prior year budget which is primarily due to a decrease in the Physical Needs Assessment work required within this fiscal year. This maintenance work is being primarily funded by operational income.
- \$175,000 will cover the expected net loss in the Continuum of Care grant programs due to increases in the per unit costs.
- \$306,000 will cover a gap in funding in the Central Office. The Central Office is budgeted to receive \$169,000 more in income but is also expecting an increase of \$248,000. The

increase in expenses is mainly due to an increase in administrative salaries, misc. admin expenses, and extraordinary maintenance expenses.

- An increase in the Veterans Affairs Supportive Housing (VASH) program HAP HUD held reserves is budgeted in the amount of \$64,000.

The budget does not include any changes to staffing for the non-MTW programs; however, there is an overall increase in salaries, taxes, and benefits of \$326,043, mostly attributed to the increases to CalPERS pension and retiree medical.

**CONCLUSION:**

It is important to note that, despite increases in costs across all rental assistance programs, we are recommending for approval a balanced budget, which includes the following:

- Funding for all families on HACSB's rental assistance programs to continue receiving housing assistance, with the exception of families exiting the Term-Limited Lease Assistance program.
- Funding for repair and replacement capital needs for our Authority Owned developments, our Project-Based Voucher RAD housing developments and Administrative buildings.
- Funding for our Career Development Initiatives department to continue to achieve positive outcomes that result in career-abled families prospering and transitioning through the agency's Term-Limited Lease Assistance and Family Self-Sufficiency programs.
- Maintenance of adequate reserve levels within our MTW and non-MTW programs.
- First time contribution to pension pre-funding to offset future annual increases in the pension costs and lower the unfunded liability.

Being that we have prepared this budget in the spring of 2021 through the COVID-19 health pandemic, we expect to see additional changes that will impact the agency's finances, and accordingly will plan to bring a mid-year budget revision to the Board of Commissioners (Board) for recommended approval.

We will continue our advocacy efforts to ensure that our elected officials are well aware of the impacts that funding cuts, specifically to HCV Administrative fees, and increased program costs are having on our agency, but most importantly on the families that we serve. Simultaneously, as good stewards of taxpayer dollars, we will continue to be prudent in our spending.

Adoption of the Fiscal Year 2021-2022 agency-wide budget as shown is recommended. Monthly updates will continue to be provided to the Board and at least one budget revision is expected upon approval of the FY 2022 federal budget.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 2, 2021.

## HOUSING AUTHORITY RESOLUTION NO. 2021-112

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S FISCAL YEAR 2021-22 CONSOLIDATED ANNUAL BUDGET

#### RECITALS

**WHEREAS**, the Housing Authority of the County of San Bernardino was created pursuant to Section 34200 of the California Health and Safety Code to provide housing for low and moderate income families; and

**WHEREAS**, the Housing Authority of the County of San Bernardino administers a variety of local, State and Federal Programs in pursuit of its mission; and

**WHEREAS**, the Housing Authority of the County of San Bernardino operates the Public Housing, Housing Choice Voucher, and related programs authorized by the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, attached as Exhibit A is the Consolidated Annual Budget, including the Public Housing Annual Budget, that has been prepared in accordance with and is consistent with all applicable laws and guidelines;

#### 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 proposed Fiscal Year 2021-22 Consolidated Annual Budget including the Public Housing Annual Budget attached as Exhibit A.

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

## FY 2021-2022 Consolidated Annual Budget

	Moving to Work					Other Programs - Non Moving to Work					HACSB
	MTW Fund	Affordable Housing	Capital Funds	Housing Services	Total	Central Office	Other Vouchers	Authority Owned	Local Funds	Total	Total
<b>INCOME</b>											
Grants	-	329,877	3,981,030	104,100,205	108,411,112	-	11,547,644	-	6,400,000	17,947,644	126,358,756
Administrative Fees	-	-	-	9,147,865	9,147,865	4,176,148	1,098,056	3,600	150,000	5,427,804	14,575,669
Rental Income	-	509,378	-	-	509,378	-	-	26,184,694	-	26,184,694	26,694,072
Repayment Agreement Income	-	-	-	-	-	-	-	-	-	-	-
Investment Income	40,000	-	-	-	40,000	-	-	-	20,000	20,000	60,000
Residual Receipt/Partnership Contribution	-	-	-	-	-	-	-	-	787,797	787,797	787,797
Interest Income	213,360	2,680	-	9,008	225,048	13,067	-	78,683	124,500	216,250	441,298
Miscellaneous Income	-	12,216	-	120,000	132,216	0	-	578,430	588,528	1,166,958	1,299,174
<b>TOTAL INCOME</b>	<b>253,360</b>	<b>854,151</b>	<b>3,981,030</b>	<b>113,377,078</b>	<b>118,465,619</b>	<b>4,189,215</b>	<b>12,645,700</b>	<b>26,845,407</b>	<b>8,070,825</b>	<b>51,751,147</b>	<b>170,216,765</b>
<b>EXPENSES</b>											
Administrative Salaries	502,865	187,498	-	4,892,769	5,583,132	3,384,380	529,531	4,350,066	828,171	9,092,148	14,675,279
Administrative Expenses	236,581	283,724	-	4,285,949	4,806,254	829,887	351,520	2,768,057	550,043	4,499,507	9,305,761
Total Tenant Services	60,200	2,500	-	-	62,700	-	-	133,586	16,200	149,786	212,486
Total Grant Specific Expenses	-	-	3,981,030	-	3,981,030	-	-	-	6,400,000	6,400,000	10,381,030
Utilities	-	92,561	-	70,473	163,034	53,350	-	3,666,146	1,300	3,720,796	3,883,830
O & M Labor Costs	-	137,883	-	-	137,883	-	-	2,630,310	-	2,630,310	2,768,193
O&M Materials	-	30,329	-	-	30,329	6,300	-	898,174	1,900	906,374	936,703
O&M Contracts	3,720	138,499	-	693,568	835,787	91,776	-	3,085,857	35,380	3,213,013	4,048,801
General Expenses	9,516	27,814	-	106,176	143,506	65,401	-	993,207	16,588	1,075,197	1,218,702
Debt Service Interest	-	-	-	-	-	-	-	1,455,642	-	1,455,642	1,455,642
Extraordinary Maintenance	-	535,590	-	600	536,190	64,358	-	3,086,516	23,695	3,174,569	3,710,759
Depreciation	-	-	-	-	-	-	-	-	-	-	-
Housing Assistance Payments	-	-	-	95,386,204	95,386,204	-	11,734,738	-	-	11,734,738	107,120,942
<b>TOTAL EXPENSES</b>	<b>812,882</b>	<b>1,436,397</b>	<b>3,981,030</b>	<b>105,435,739</b>	<b>111,666,049</b>	<b>4,495,453</b>	<b>12,615,789</b>	<b>23,067,560</b>	<b>7,873,277</b>	<b>48,052,079</b>	<b>159,718,127</b>
<b>RESIDUAL RECEIPTS/(DEF)</b>	<b>(559,522)</b>	<b>(582,247)</b>	<b>-</b>	<b>7,941,339</b>	<b>6,799,570</b>	<b>(306,238)</b>	<b>29,912</b>	<b>3,777,847</b>	<b>197,547</b>	<b>3,699,068</b>	<b>10,498,638</b>
Operating Transfer In - Subsidy	117,558,977	912,124	3,981,030	105,306,731	227,758,862	-	-	-	-	-	227,758,862
Operating Transfer Out - Subsidy	(110,199,885)	(329,877)	(3,981,030)	(113,248,070)	(227,758,862)	-	-	-	-	-	(227,758,862)
Operating Transfer In / (Out) - Other	-	-	-	-	-	-	-	-	-	-	-
RAD Required Replacement Reserve	-	-	-	-	-	-	-	-	-	-	-
Capital Fund Draw for Affordable Housing Projects	-	-	-	-	-	-	-	-	-	-	-
Reserve for Pension Pre Funding	(4,500,000)	-	-	-	(4,500,000)	-	-	(1,500,000)	-	(1,500,000)	(6,000,000)
HUD Drawdowns	-	-	-	-	-	-	-	-	-	-	-
Portfolio Sustainability Reserves	-	-	-	-	-	-	-	(2,277,847)	-	(2,277,847)	(2,277,847)
Reserve Drawdown/(Buildup) - MTW (RESTRICTED)	(2,299,570)	-	-	-	(2,299,570)	-	-	-	-	-	(2,299,570)
Reserve Drawdown/(Buildup) - Non MTW	-	-	-	-	-	306,238	(29,912)	-	(197,547)	78,779	78,779
Central Office						306,238					-
Other Vouchers											-
Mainstream							(146,384)				-
VASH							(63,722)				-
COC							175,086				-
MASTERLEASING							741				-
HOPWA							4,368				-
Authority Owned											-
Local Funds									(197,547)		-
<b>Net Income/(Loss)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Housing Authority of the County of San Bernardino  
Fiscal Year 20-21 Annual Budget

# FY 2021-2022 Public Housing Annual Budget

	UHA 204142	AMP 205	AMP 206	Affordable Housing AMP 207	AMP 208	AMP 209	Total
<b>INCOME</b>							
Grants	325,907				3,970	-	329,877
Administrative Fees					-	-	-
Rental Income	502,764				6,614	-	509,378
Repayment Agreement Income	-				-	-	-
Investment Income	-				-	-	-
Residual Receipt/Partnership Contribu	-				-	-	-
Interest Income	1,048				1,631	-	2,680
Miscellaneous Income	12,216				-	-	12,216
<b>TOTAL INCOME</b>	<b>841,935</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,215</b>	<b>-</b>	<b>854,151</b>
<b>EXPENSES</b>							
Administrative Salaries	187,498				-	-	187,498
Administrative Expenses	282,501				1,223	-	283,724
Total Tenant Services	2,500				-	-	2,500
Total Grant Specific Expenses	-				-	-	-
Utilities	92,561				-	-	92,561
O & M Labor Costs	137,883				-	-	137,883
O&M Materials	29,554				775	-	30,329
O&M Contracts	132,799				5,700	-	138,499
General Expenses	26,966				847	-	27,814
Debt Service Interest	-				-	-	-
Extraordinary Maintenance	535,590				-	-	535,590
Depreciation	-	-	-	-	-	-	-
Housing Assistance Payments	-	-	-	-	-	-	-
<b>TOTAL EXPENSES</b>	<b>1,427,852</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,545</b>	<b>-</b>	<b>1,436,397</b>
<b>RESIDUAL RECEIPTS/(DEF)</b>	<b>(585,917)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,670</b>	<b>-</b>	<b>(582,247)</b>
Operating Transfer In - Subsidy	912,872	-	-	-	1,931	-	914,803
Operating Transfer Out - Subsidy	(325,907)	-	-	-	(3,970)	-	(329,877)
<b>Net Income/(Loss)</b>	<b>1,048</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,631</b>	<b>-</b>	<b>2,680</b>

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

**Employee Personnel Handbook Supplemental Policy Revisions**

## **RECOMMENDATION(S)**

1. Adopt Resolution No. 114 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.
  2. Implement policy revisions to the Housing Authority of the County of San Bernardino Employee Personnel Handbook subject to meet and confer with union.
- (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 the proposed revisions to the supplemental policies of the Employee Personnel Handbook may have some financial impact to the Housing Authority of the County of San Bernardino's (HACSB) approved annual budget. The amount of the financial impact may vary based on use of such policies by employees.

## **BACKGROUND INFORMATION**

In March 2021, California Legislature approved Senate Bill 95 (SB95) requiring California employers with more than 25 employees to provide supplemental paid sick leave (SPSL) to employees for specific COVID-19 related reasons. HACSB is considered a required employer.

Under SB95, an employee is entitled to Supplemental Paid Sick Leave if the employee is unable to work or telework due to specific COVID-19 related reasons. Full-time employees would be eligible for up to 80 hours of paid leave while part-time employees are eligible for the average number of hours worked in a two-week period. HACSB employees are eligible to use SPSL from January 1, 2021 through September 30, 2021 as required by SB95.

The supplemental policy being presented reflects requirements as dictated in SB95 and includes retroactive approval back to January 1, 2021. The policy will no longer be in effect as of October 1, 2021 unless required by law. In which case an updated policy will be presented to the Board of Commissioners for approval.

## **PROCUREMENT**

Not applicable.

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2021.

**HOUSING AUTHORITY RESOLUTION NO. 2021-114**

**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 emergency personnel operations due to the COVID-19 pandemic, 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 addition to the HACSB Employee Policy Handbook, supplemental policy section 5006.3 of which is attached hereto as Exhibit "A".

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



## **Supplemental Policy**

### **5006.3 – CA COVID Supplemental Paid Sick Leave**

Consistent with Senate Bill 95 (SB95) the Agency will provide eligible employees with COVID-19 Supplemental Paid Sick Leave (SPSL) if the employee is unable to work or telework due to one of the following reasons:

1. The covered employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace.
2. The covered employee has been advised by a healthcare provider to quarantine, or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
3. The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or who has been advised by a healthcare provider to quarantine due to COVID-19.
4. The covered employee is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
5. The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

SPSL will be paid at the employee's full regular rate of pay. The maximum amount paid to an employee cannot exceed \$511 per day or a total of \$5,110 in the aggregate.

#### **Amount of Leave**

Full-time employees working 40 hours per week may take up to 80 hours of SPSL.

Part-time employees with regular weekly schedules may take up to the number of hours that they are normally scheduled to work within a two-week period. Part-time employees with irregular weekly schedules may take up to 14 times the average number of hours worked per day in the six-month period prior to the usage of leave. If the employee has not worked for the Agency for six months, the Agency will calculate the leave entitlement based on the period during which the employee has been employed.

#### **Intermittent Leave**

The Agency agrees to allow intermittent SPSL for employees who have requested leave to care for their son or daughter or if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19 precautions.

#### **Protected Sick Leave**

Any leave approved as SPSL is considered protected leave and the Agency may not discharge, discipline, discriminate, or take any other adverse action against employees who takes such leave. An employee who uses SPSL is entitled to reinstatement to their prior

position unless the position held by the employee does not exist due to economic conditions or other changes in operating conditions caused by a public health emergency during the period of leave such that the employee would not otherwise have been employed at the time of reinstatement.

### **Administration of Leave**

Employees must notify Human Resources as soon as possible regarding the need for SPSL. Employees will be required to complete a Request for SPSL through Human Resources along with supporting documentation as indicated on the form.

It is understandable that an employee may not know the need for SPSL arises until after the first day of need. As soon as the employee becomes aware, they must notify Human Resources.

An employee may provide notice of the need to use EPSL orally or in writing, or may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice themselves. Notice is recommended directly to Human Resources.

If an employee fails to provide proper notice, the Agency will provide the employee notice of the failure and provide the employee with an opportunity to provide the required documentation, described below, prior to denying the employee's request for leave.

Employees on SPSL will still be responsible for abiding by all policies as set forth in the employee personnel policy. Employees on SPSL are not to accept any other form of employment without prior written request and approval from the Housing Authority Human Resources Department.

Covered employees are eligible to use SPSL during the dates of January 1, 2021 – September 30, 2021. A covered Agency employee who took leave for one of the reasons stated in number one through five above prior to March 29, 2021, the effective date of SB95, and after January 1, 2021, should make an oral or written request to Human Resources for payment using SPSL or adjustment of hours to personal sick time used.

### **Sick Leave upon Separation of Employment**

Unused SPSL cannot be cashed out upon termination, resignation, retirement or other separation from employment. Unused SPSL is not eligible for retirement service credit.

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

Acceptance of Emergency Housing Vouchers and related funding and expenditures.

## **RECOMMENDATION(S)**

1. Accept Emergency Housing Vouchers awarded by the United States Department of Housing and Development.
2. Authorize the acceptance of housing assistance and administrative funding awarded for Emergency Housing Vouchers. Authorize expenditures to administer Emergency Housing Vouchers up to awarded amounts.
3. Authorize and direct the Executive Director to execute and deliver any related documents, 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 Housing Authority of the County of San Bernardino (HACSB) has been awarded funding for 455 Emergency Housing Vouchers (EHV). HACSB is also eligible for initial mobilization fees, incentive fees, ongoing administrative fees and supportive services fees. The funding summary and maximum amount of fees HACSB can receive for each fee category is outlined in the table below.

<b>Category</b>	<b>Effective Date</b>	<b>Funding Amount</b>
Housing Assistance Payments Funding	7/1/21 to 12/31/22	\$4,818,456
Preliminary Fee	6/1/21	\$400 x Unit Allocation Accepted
Replacement/Issuance Reporting Fee	After Reporting Received by HUD	\$500 for HAP contracts in place by 11/1/21; \$250 for HAP contracts in place by 1/1/22; \$100 for each voucher leased provided PHA reported the EHV issuance date in PICNG within the qualifying time period.
On-going Administrative Fee	7/1/21	Column A Admin Fee Rate x Unit Allocation Accepted
Service Fee	6/1/21	\$3,500 x Unit Allocation Accepted

The \$3,500 per voucher Service Fee in the table above is expected to cover landlord signing bonuses, security deposit assistance and utility deposits. Housing navigation services are mandatory per the implementation notice and the allocated Service Fee funding is not adequate to fund these services, as such, HACSB is currently working with partners to fund the housing navigation component of supportive services.

#### **BACKGROUND INFORMATION**

The EHV program has been authorized through the American Rescue Plan Act of 2021 (Act) also known as the stimulus package. Within the Act was an allocation of \$5 billion to provide EHV's to Housing Authorities across the nation. The result was an award of EHV's to almost 700 Housing Authorities, of which HACSB was one of the awardees. HACSB has been awarded 455 EHV's and along with that has been made eligible to receive the funding outlined in the financial impact section of this memo. The EHV's are not part of our Moving to Work (MTW) program as awarded. However, HACSB as authorized through PIH Notice 2021-15, will request certain MTW flexibilities to be applied to EHV's in order to more efficiently administer the vouchers.

HACSB is excited to receive this award to provide more affordable housing options within our county and as such is looking for board approval to receive and expend the funds outlined in the financial impact section above to administer the awarded vouchers.

#### **PROCUREMENT**

Not applicable

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2021.

May 10, 2021

Maria Razo, Executive Director  
Housing Authority Of The County Of San Bernardino (CA019)

Dear Executive Director:

I am pleased to notify you that your public housing agency (PHA) is eligible for new Emergency Housing Vouchers (EHVs) and funding as authorized by the American Rescue Plan Act of 2021 (Public Law No: 117-2). The American Rescue Plan Act allowed the Department of Housing and Urban Development (HUD) to allocate additional vouchers to PHAs through an allocation formula designed to direct emergency vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also taking into account PHA capacity and the requirement to ensure geographic diversity, including rural areas. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.

The following table provides the details for your agency's EHV award:

Emergency Housing Vouchers Award			
Initial Award Amount	Effective Date	Contract Term	Number of Units
\$4,818,456	7/1/2021	18	455

The effective date of your EHV award will be July 1, 2021 with the exception of certain fees with an effective date of June 1, 2021 as detailed below. These dates cannot be changed. HUD is providing 12 months of budget authority upfront and will provide additional budget authority as necessary based upon actual PHA needs. Once funding for the award has been fully processed, the FMC will provide your agency with an amended Consolidated Annual Contributions Contract (CACC) that reflects the obligation of funds and monthly disbursements will be scheduled. Three months of HAP disbursements will automatically be scheduled beginning July 1, 2021 equal to 1/12<sup>th</sup> of the initial award. Future disbursements will be calculated using actual HAP expenses incurred.

Your agency must follow applicable Housing Choice Voucher (HCV) program requirements, when administering EHV, including the regulations at 24 CFR part 982, and the requirements in Notice PIH 2021-15 (HA), referred to hereafter as Implementation Notice.

The following table provides the details of your agency's administrative fees and other eligible fees under this award:

<b>EHV Eligible Fees</b>		
Category	Effective Date	Fee Amount
Preliminary Fee	6/1/2021	<i>\$400 x Unit Allocation Accepted</i>
Placement/Issuance Reporting Fee <sup>1</sup>	After Reporting Received by HUD <sup>1</sup>	<i>\$500 for HAP contracts in place by 11/1/21; \$250 for HAP contracts in place by 1/1/22; \$100 for each voucher leased provided PHA reported the EHV issuance date in PICNG within the qualifying time period.</i>
On-going Administrative Fee <sup>2</sup>	7/1/2021	<i>Column A Admin Fee Rate x Unit Allocation Accepted</i>
Service Fee <sup>3</sup>	6/1/2021	<i>\$3,500 x Unit Allocation Accepted</i>
<b>Total</b>		

<sup>1</sup> The fee is dependent upon the timeframe in which an EHV family is placed under a HAP contract. \$500 for each EHV family placed under a HAP contract that is in place no later than four months from the award date (11/1/21), \$250 for each EHV family under a HAP contract that is in place no later than six months from the award effective date (1/1/22). An additional \$100 will be provided if the PHA reports or reported the voucher issuance date for a leased voucher in the forthcoming PIC-NG system within 14 days of the later of the voucher issuance date or when PIC-NG system becomes available for reporting. This Issuance Fee can be earned at any time that the voucher is placed under lease, regardless of whether the leased voucher also qualified for the \$500 or \$250 component of the fee. Initially HUD will provide these fees based on information reported in VMS with the exception of the \$100 issuance fee. HUD will collect issuance data in PICNG, once the system is in place later in 2021.

<sup>2</sup> PHAs will receive the full Column A administrative fee amount for each EHV that is under HAP contract as of the first day of each month and reported in VMS. PHAs will receive an initial advance for the first 3 months as per Notice PIH 2021-15 (HA).

<sup>3</sup> One-time fee will be provided for every unit allocation accepted.

Two types of EHV-related funding, preliminary fees and service fees, will be provided in advance in accordance with [Notice PIH 2021-15 \(HA\)](#). The eligible uses of these funds are described in the [Notice PIH 2021-15 \(HA\)](#).

Leasing and expenses for these vouchers should be reported in the Voucher Management System (VMS) under the appropriate fields. The VMS is being updated to reflect fields that will be used to capture this information and additional details will be provided once the fields are available.

This letter has indicated the specific number of vouchers allocated to your PHA in accordance with the allocation formula set forth in [Notice PIH 2021-15 \(HA\)](#). To accept or decline this award, you must respond to HUD by May 24, 2021 using the attached method. While PHAs are encouraged to accept the entire EHV allocation, the PHA may choose to accept a lower number of vouchers than the number offered by HUD in the notification, but not less than the minimum allocation of 25 EHV's, or 15 EHV's, as applicable. Your PHA may also request that if available, HUD provide any additional vouchers that result from reallocation.

Additional information regarding EHV's can be found at: [www.hud.gov/EHV](http://www.hud.gov/EHV), including details on an introductory webinar for PHAs on EHV's that HUD will offer on May 11, 2021 at 4pm ET. Additional support and technical assistance will be offered to support participating communities.

With your direct effort, EHVs will help people experiencing or at risk of homelessness, survivors of domestic violence, and victims of human trafficking.

To accept or decline this award by May 24, 2021, please complete, sign, and email your response [EHVawards@hud.gov](mailto:EHVawards@hud.gov). If you have any questions regarding the EHV Program, please email [EHV@hud.gov](mailto:EHV@hud.gov).

Sincerely,

A handwritten signature in cursive script that reads "Danielle Bastarache".

Danielle Bastarache  
Deputy Assistant Secretary for  
Public Housing and Voucher Programs

Attachment

# EMERGENCY HOUSING VOUCHERS

## What are Emergency Housing Vouchers?

The Emergency Housing Voucher (EHV) program is a new rental assistance program serving low-income families across the country. EHV helps families locate rental housing and provides financial assistance to make their rent affordable. The Housing Authority of the County of San Bernardino (HACSB) will administer the EHV program in San Bernardino County.

## Who is eligible?

Families must be **low-income** and meet at least one of the following categories:

1. Homeless
2. At risk of being homeless
3. Fleeing or attempting to flee:
  - a. Domestic violence;
  - b. Dating violence;
  - c. Sexual assault;
  - d. Stalking; and/or
  - e. Human trafficking
4. Recently homeless, and rental assistance will prevent a return to homelessness or high risk of housing instability.

## How does the program work?

There are several steps to receiving EHV assistance:

- The family must be referred to HACSB through the County of San Bernardino's Coordinated Entry System or other partner agency. The referring agency will confirm that the family meets one of the four categories described above.
- HACSB determines eligibility for EHV assistance.
- The family selects a unit to lease from a private landlord. Assistance will be available to help families locate a home.
- The unit must pass a housing quality inspection, and the rent must be reasonable. If the unit passes inspection and the rent is reasonable, the family may lease the unit.
- The family will pay a portion of the rent to the landlord (typically 30% of their income) and HACSB pays the remaining rent to the landlord.

## When will the Housing Authority start serving families through this program?

More information is still being provided to housing authorities to help them prepare to launch the EHV program. We expect to start serving families through EHV in late summer of 2021.

## How many families will be served?

HACSB is authorized to serve up to 455 families through EHV.

## How do I apply?

Families must be referred to the Housing Authority by the San Bernardino County Continuum of Care (COC) through the Coordinated Entry System or through another partner agency. Please visit our website, [www.hacsb.com](http://www.hacsb.com), for more information.



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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

Construction Contract with Resource Environmental, Inc. for Demolition and Erosion Control Services for Valencia Grove Phase II

## **RECOMMENDATION(S)**

1. Award a construction contract, effective July 14, 2021, to Resource Environmental, Inc. for demolition and erosion control services for the revitalization project at Valencia Grove Phase II, in the city of Redlands in an amount not to exceed \$461,000.
2. Authorize and direct the Executive Director to execute and deliver the contract to Resource Environmental, 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 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**

The total contract amount is not expected to exceed \$461,000, which is included in the Housing Authority of the County of San Bernardino's (HACSB) Capital Fund Program budget.

## **BACKGROUND INFORMATION**

Valencia Grove was the first public housing site built in the County of San Bernardino. The original 115-unit public housing site was long overdue for a major revitalization. The revitalization of this public housing site consists of three phases:

- Phase I was completed in April of 2016, which included 85 new apartment homes, complete with garages, new playgrounds and a community center.
- Phase II will include 104 new apartment homes. The original public housing duplexes were taken down during an initial phase for demolition. These vacant buildings were removed at that time to prevent any potential safety issues.
- Phase III will include 39 new single-family homes.

The demolition work will consist of the professional removal of existing concrete foundations, site utilities, and perimeter walls. The demolition will include the removal of existing concrete foundations equivalent to 48 housing units, existing private streets, below grade utilities, driveways, curbs, and gutters. The erosion control measures are required by state and local law for the purpose of preventing stormwater runoff during construction activities. These measures

Construction Contract with Resource Environmental, Inc. for Demolition and Erosion Control  
Services for Valencia Grove Phase II  
July 13, 2021

often include the installation of a silt screen or sandbags at the perimeter of the site and light grading to assure proper containment of rainwater onsite during a storm event.

**PROCUREMENT**

On April 15, 2021, HACSB issued an Invitation for Bid (IFB) PC1215 for Demolition and Erosion Control Services for Valencia Grove Phase II which resulted in the receipt of five proposals. Outreach efforts included email invitations to contractors and 217 vendor notifications through the agency's electronic bidding software, PlanetBids.com. The proposals were evaluated per the requirements of the IFB in which Resource Environmental, Inc. had the lowest price, was considered responsive, and determined qualified to provide this service to HACSB.

<b>Sealed bids were received by the deadline from the following organizations:</b>		
<b><u>Contractors Name</u></b>	<b><u>Location</u></b>	<b><u>Grand Total Bid Amount</u></b>
Resource Environmental, Inc.	Cerritos, CA	\$461,000.00
Interior Demolition, Inc.	Montrose, CA	\$594,397.00
NoHo Constructors	Studio City, CA	\$699,000.00
Macro-Z-Technology	Santa Ana, CA	\$798,000.00
Edra Construction Corporation	Glendora, CA	\$890,000.00

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 demolition and erosion control services to Resource Environmental, Inc. for Valencia Grove Phase II.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 1, 2021.

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

**THIS CONTRACT FOR CONSTRUCTION AGREEMENT PC1215** ("Agreement") is made as of the **13th** day of **July, 2021** by and between **Resource Environmental, 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 on Exhibit "A", attached hereto and incorporated herein by reference ("Description of Work"). The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

**ARTICLE 2. Time of Completion.** Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within **30** working days after the commencement date in the Notice to Proceed.

**ARTICLE 3. Price.** This is a firm Fixed Price Agreement as that phrase is defined in the Additional General Provisions (Exhibit "C"). The price shall not exceed \$ **461,000.00 (Base Bid including Add Alternates #1 and #2)**. This amount is full consideration for this Agreement as written.

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

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

1. General Conditions (form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Work Authorization, attached hereto as Exhibit "D" and incorporated herein by reference
4. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "E" and incorporated herein by reference.
5. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "F" and incorporated herein by reference.
6. Applicable prevailing wages determined by the United States Department of Labor pursuant to the Davis-Bacon Act. Information relating to the Davis-Bacon Act may be found at <http://beta.SAM.gov/>. Wage Determination: **CA20210017 04/23/2021 MOD8**, attached hereto as Exhibit "G" and incorporated herein

- by reference.
7. All agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement, including all documents that are included in the bid package for PC1215.
  8. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U.S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

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

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

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

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

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

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

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

**ARTICLE 12. Confidential Information.** HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data

or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

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

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

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

**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, Division 1, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

The prevention of accidents to workmen hired by Contractor or subcontractors of Contractor shall be the responsibility of Contractor. Contractor shall comply with all laws, ordinances, rules, regulations, codes, notices and requirements concerning safety, which are applicable to the Work (including OSHA). Contractor shall take all necessary measures to protect the Work and prevent accidents during the course of construction (including periodic onsite "tailgate-safety meetings"). Contractor to provide a copy of their Safety Plan and Job Hazard Analysis specific to this project. Contractor shall provide and maintain necessary night-lights, scaffolding, signs, temporary walkways, danger signals, watchmen, shoring, and all other measures to properly safeguard life and property. Contractor shall also protect all work, equipment, and materials with proper barricades and other protection measures so that the public and workmen at the SBHA Property will not be endangered.

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

**ARTICLE 20. Designation of Subcontractors.**

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (Sections 4100 et seq. of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to California Labor Code section 1725.5 of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor's total bid, and (b) the portion of the Work which will be done by each subcontractor.
- b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.
- c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.
- d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which no subcontractor has been designated in the original bid

shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

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

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

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

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

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

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

appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

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

**If to HACSB:**

Angie Lardapide, Procurement Department  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)

**If to Contractor:**

Cynthia Skiff, Vice President  
Resources Environmental, Inc.  
13100 Alondra Blvd, Suite 108  
Cerritos, CA 90703  
[resource@resource-env.com](mailto:resource@resource-env.com)

Notices will be deemed effective upon receipt.

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

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

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

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

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

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

**[END – SIGNATURES ON NEXT PAGE]**



## PC#1215 – Valencia Grove Phase II Demolition and Erosion Services

**IN WITNESS WHEREOF**, HACSB and Contractor have entered into this Agreement as of the Effective

Date: \_\_\_\_\_

### **Resource Environmental, Inc.**

By: \_\_\_\_\_ (Affix seal if a corporation)

Name: Cynthia Skiff

Its: Vice President

### **CERTIFICATE OF CORPORATE AUTHORITY**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

### **HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo

Its: Executive Director

Date: \_\_\_\_\_

## EXHIBIT "A"

### DESCRIPTION OF WORK

#### SCOPE OF WORK PER BID PC1215

#### 1. PROCUREMENT AND CONTRACTING REQUIREMENT

Valencia Grove was the first public housing site built in the County of San Bernardino. The original 115 public housing unit site was long overdue for a major revitalization. The revitalization of this public housing site consists of three phases total. Phase One was completed in April of 2016 and created 85 new apartment homes, complete with garages, a new playground and community center. Phase Two is comprised of the demolition of 24 original duplexes to make way for the development of 104 new apartment homes. Existing residential units on the site have already been demolished. However, many of the concrete foundations have not yet been removed. The third and final phase of the development will be located on the southernmost portion of the site adjacent to Lugonia Avenue.

The project consists of site demolition, grading for drainage, and implementation of erosion control. Demolition is to include removal of any existing concrete foundations and structures onsite. The anticipated start date for the work will be in the Summer of 2021. The project site includes the portion of the Phase 3 site that is immediately south of the Phase 2 site. The project area includes but is not limited to the following parcels: Assessor's parcel number 016737104, 016737103, 016737203, and 016737303. (A copy of the general site boundaries is on file with HACSB office in the Procurement Department).

All work is to be completed in conformance with the plans, specifications, and exhibits which are on file with HACSB office in the Procurement Department. Work will conform to the Conditions of Approval dated 10/27/2009, and Redlands Specific Plan 61 approved 8/4/2009.

- Demolition Plans (Phase 2 & 3) sheets C-102 & C-103 dated 03/31/2021; and Post-Demolition (Erosion Control) Plan sheets 1-4 dated 3/26/2021 by Onyx and Coffman Engineers.
- PDF titled "Valencia Grove 2 - Adtnl Scope Description and Site Boundaries"
- Specifications for Demolition and Stormwater and the SWPPP Report.
- Soils Report prepared by Geocon West (Formerly Geocon Inland Empire, Inc.) dated May 8, 2009

Contractor shall pay for the demolition permit.

The scope of work includes, but is not limited to, the following:

- Removal of existing foundations, streetlights, poles, roads, curb, gutter, flatwork, sidewalks, structures, debris, buried conduit, pull boxes, valve caps, hydrants, plants, trees, and root bulbs.
- The site is to be graded as necessary to retain drainage onsite. Contractor will need to verify that the site matches existing topography shown on the Post-Demo Plan. The site will be graded to generally match elevations shown on post-Demo plan. Minor grading will be required where swales are shown to intercept overland drainage.
- Installation and maintenance of Erosion Control measures based on plans and per applicable codes.
- All existing onsite utilities are to be capped and demolished unless Contractor is directed otherwise.
- BMP's and Erosion Control Plan shall be implemented to prevent debris and unsuitable materials from entering storm drains, sewer, or exiting the site prior to beginning demolition.
- Removal of portions of the CMU retaining wall located near the eastern property line, per plan.
- An amended Storm Water Pollution Prevention Program (SWPPP) will be issued via Addendum. Contractor will be required to implement the SWPPP and must maintain compliance with the Stormwater NPDES permit for the project. Upon completion of work, Contractor will install hydromulch to portions of the site where existing soils are not stabilized per the SWPPP.
- Contractor will be responsible for any water/utility costs that are required for its work.
- Contractor is to provide professional survey & staking as necessary for completion of this project.

Add Alternate #1:

- Removal of all existing sewer mains and laterals, including lines below 5' in depth

Add Alternate #2:

- Addition of swales for 10-year storm event (Per Post-Demo Plan)

All site access is to be provided through Delaware Avenue off of Orange Street. No traffic is to pass through Horizon Avenue, 6<sup>th</sup> Street, or the existing housing community. Existing decorative pavers at the intersection of Horizon and 6<sup>th</sup> Street must be protected in place throughout work.

Pursuant to California Business and Professions Code 7028.15, Contractor shall at all times following contract award hold a valid State Contractor's License as classified in Public Contract Code Section 3300. Contractor shall conform to California Business and Professions Code 7059 for Specialty Contractor's Licensing Provisions. Certification is contained in the Bid Form. Contractor must possess the following classification(s) of contractor's license for each item listed below:

1.     **A or B License**
  - a.     **Subcontracts demo, grading, and earthwork to licensed C-21 & C-12 contractor(s)**
2.     **C-21 License, self performs all work**
3.     **A or B License, self performs demo, holds C-21 license.**
  - a.     **Subcontracts grading work to licensed C-12 contractor.**
4.     **A or B License, self performs grading and earthwork, holds C-12 license.**
  - a.     **Subcontracts demo work to licensed C-21 contractor.**

Contractor is responsible for the performance and completion of all items in the Scope of Work. Contractor shall coordinate all Work and shall cooperate with the HACSB Project Manager as necessary to ensure progress and timely completion of the Work.

**Estimated duration of the contract is 30 WORKING DAYS.** Start date for Project will be given through a Notice to Proceed letter. Working hours for this project will be 7:00am to 6:00pm Monday through Friday. No work is to be performed on federal holidays or weekends without written approval from owner. Liquidated damages in the amount of **\$1,000 per day** will be assessed for this project if it is not completed within **30** working days from notice to proceed.

The Work to be performed by Contractor includes mobilization, all labor, materials and equipment needed to complete the services, compliance with all regulations, and stabilization of the disturbed soil at the end of the project.

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

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

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

Contractor shall use the Davis Bacon Wage Rates for trades. The wage Determination may be found at <https://wdolhome.sam.gov/>. **The current wage determination is: CA20210017 03/19/2021 MOD7. See Addendum #2 for revised wage determination: NEW WAGE DETERMINATION CA20210017 MOD 8**

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

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

Contractor must comply with the conditions of approval from the City of Redlands in performing the Work. A full copy of the conditions are included in the bid package, including but not limited to, those listed below:

- In order to mitigate the potential impact from the generation of dust to Air Quality as identified in Sections III (b-d) of the environmental checklist, the project shall divert at least 25 percent of non-hazardous construction and demolition materials taken off the construction site from landfills and incinerators. The percentage shall be calculated using either weight or volume but must be consistent in all calculations. In addition, the existing trees on the property that are to be removed during construction/demolition shall be reused or recycled. The reusable items in the existing residential units shall be given away or sold. Documentation of compliance with this measure shall be verified by the City of Redlands Building Official prior to issuance of a building permit (Mitigation Measure No. 3).
- In order to mitigate the potential impact from the generation of dust to Air Quality as identified in Sections III(b-d) of the environmental checklist, the applicant shall require that the demolition of existing structures and

mass grading soil disturbances include watering of demolition debris and disturbed graded areas three times per day (Mitigation Measure No. 9).

- In order to mitigate the potential impact from the generation of dust to Air Quality as identified in Sections III(b-d) of the environmental checklist, the applicant shall require that demolition activities of the proposed project would come under the regulatory requirements of SCAQMD Rule 1403. If asbestos-containing materials are found within the existing structures to be demolished, compliance with Rule 1403 will be required (Mitigation Measure No. 11).
- To mitigate the potential impacts identified in Section XVI(f-g) of the Environmental Checklist, the applicant shall require the project to submit a recycling plan for construction and demolition debris and implementation of recycling programs post occupancy. (Mitigation Measure No. 21)
- In order to mitigate the potential impact from the generation of dust to Air Quality as identified in Sections III(b-d) of the environmental checklist, the project shall divert at least 25 percent of non-hazardous construction and demolition materials taken off the construction site from landfills and incinerators. The percentage shall be calculated using either weight or volume but must be consistent in all calculations. In addition, the existing trees on the property that are to be removed during construction/demolition shall be reused or recycled. The reusable items in the existing residential units shall be given away or sold. Documentation of compliance with this measure shall be verified by the City of Redlands Building Official prior to issuance of a building permit (Mitigation Measure No. 3).

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

**2. SITE DEMOLITION - SPECIFICATIONS.** Contractor shall abide by the following specifications in performing the Work under this Agreement. All items described below shall be performed by Contractor, except as otherwise indicated:

**2.1. DEFINITIONS**

Any reference to Owner or Developer within these specifications shall be interpreted to refer to HACSB.

FURNISH: To supply, deliver, unload, and inspect for damage.

INSTALL: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

PRODUCT: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

PROVIDE: To furnish and install.

SUPPLY: Same as Furnish.

Other definitions are included in individual specification sections.

**2.2. AUTHORITY OF THE HACSB PROJECT MANAGER**

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

**2.3 CONSTRUCTION PLANS AND REPORTS**

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

**2.4 INTENT OF PLANS AND SPECIFICATIONS**

2.4.1. The project site is in an "existing condition" and therefore it is prudent and required upon the Contractor to compare the "existing condition" to the construction plans and implement a demolition plan accordingly.

2.4.2. The construction plans and reports furnished consist of general information and details to give a comprehensive idea of the construction contemplated.

**2.5 RISK OF LOSS**

The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The HACSB assumes no responsibility for the condition of existing buildings.

structures and other property within the demolition area, or the condition of the property before or after the solicitation of proposals. No adjustment of proposal price or allowance for any change in conditions that occurred after the acceptance of the lowest responsible, responsive proposal will be allowed.

## **2.6 ORDER OF THE WORK**

- 2.6.1. Deliver all notifications as required.
- 2.6.2. Obtain all permits, including, prepare and submit to the City of Redlands for approval the Construction & Demolition and Recycling Plan (CDRP Plan).
- 2.6.3. Provide copies of all permits to HACSB Project Manager's prior to beginning any demolition.
- 2.6.4. Prepare and submit to HACSB Project Manager a Safety Plan for the project.
- 2.6.5. Include a project schedule in Microsoft Project, including weekly updates.

## **2.7 SUPERINTENDENCE AND INSPECTION**

- 2.7.1. The Contractor shall designate in writing before starting work, an authorized representative who shall have the authority to represent and act for the Contractor. This representative shall be proficient in speaking and writing English.
- 2.7.2. The authorized representative **shall be present** on the site, at all times while the work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the HACSB Project Manager shall be made for any emergency work which may be required.
- 2.7.3. The HACSB Project Manager or his / her representative shall at all times, have safe access to the work for the purposes of inspection. The HACSB's inspection of the work does not relieve the Contractor of any of the Contractor's obligations to fulfill the contract.
- 2.7.4. If any subcontractor or person employed by the Contractor appear noncompliant with the contract documents or the safety plan, the HACSB's Project Manager or representative shall have the right to immediately stop the work as well as discharge that subcontractor or person immediately and that subcontractor or person shall not be employed again for the remaining performance of this contract.

## **2.8 APPLICABLE LAWS, RULES, AND REGULATIONS**

- 2.8.1. The following laws, rules, and regulations listed herein are for the Contractor's reference. Nothing within the contract documents shall relieve the Contractor of his responsibilities to be in full compliance with all applicable laws, rules, and regulations whether specifically mentioned or not mentioned.
  - a. California Occupational Safety and Health Act (CAL/OSHA) Title 8, California Code of Regulations (CCR)
  - b. California Air Resources Board Ambient Air Quality Standard, Title 24
  - c. California Department of Public Health, Title 17 CCR
  - d. CAL/EPA, Title 22 CCR Disposal and Transportation of Hazardous Waste
  - e. HUD – Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992
  - f. HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards as published in the 2nd Edition July 2012
  - g. California Labor Code, Division 5, Part 1 as it pertains to safety in employment and with the applicable provisions of the Title 8, CCR as it pertains to the Occupational Safety and Health in the workplace.
  - h. State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination Systems (NPDES) General Permit No. CAS000002, "Storm Water Discharge Associated with Construction Activity and Land Disturbance Activities" ("Permit"), Amended by 2010-0014-DQ and 2012-006-DWQ.

## **2.9 PERMITS**

- 2.9.1. *The following list of permits are listed for the Contractor's reference. Contractor shall obtain all permits necessary to legally perform the contracted scope of work.*
  - a. *Demolition and Grading Permit from the City of Redlands.*
  - b. *Application for Permit from the City of Redlands.*
  - c. *CAL/OSHA permit and CAL/OSHA notification prior to the start of any work.*
  - d. *Proof of notification of the South Coast Air Quality Management District.*

## **2.10 SUBMITTALS**

- 2.10.1. Contractor shall submit the following forms and applications to the appropriate authorities and shall provide copies to the HACSB Project Manager upon approval. These applications and forms shall be

submitted and approved prior to the Contractor beginning any demolition work.

- a. Per "City of Redlands Waste Enclosure Ordinance", the Contractor shall submit for review and approval a complete CDRP.
  - b. City of Redlands Municipal Utilities & Engineering Application for Permit – Approved Route for Trucks.
  - c. South Coast Air Quality Management District "Rule 1403 Form Notification of Demolition or Asbestos Removal". Note: This form must be filled out separately for each activity of demolition and asbestos removal.
- 2.10.2. Per the approved Storm Water Pollution Prevention Plan, the Contractor shall comply with all submittal requirements.
- 2.10.3. Landfill record reporting via receipt or acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- 2.10.4. Contractor shall prepare at his own expense a CDRP for the City of Redlands approval. The components of this plan shall include but not be limited to:
- a. Schedule of demolition activities which indicate a detailed sequence of the selective demolition and removal work with starting and ending dates for each activity.
  - b. Indicate how the Contractor proposes to **recycle at least 65%** of the construction and demolition wastes for reuse.
  - c. Indicate a list of reuse facilities, recycling facilities and processing facilities that will be receiving the recovered materials including re-sale.
  - d. If some of the materials will be donated or sold, describe the process and identify the organizations that may receive the materials.
  - e. Identify the materials that are not recyclable or not recovered which will be disposed of in a landfill (or other means acceptable by the State of California and local ordinance and regulations) and explain why the materials are not recovered.
  - f. List the permitted landfill, or other permitted disposal facilities that will be accepting the disposed waste materials.
  - g. Indicate instances or situations where compliance with the requirements of this specification do not apply or do not appear to be possible.
  - h. Prepare a worker safety plan, assessment of building condition and all potential hazards.
  - i. Provide a final accounting of disposition of recovered materials upon completion of the project.
  - j. Provide the HACSB Project Manager with delivery receipts for the recycled / disposed materials and waste sent to permitted recycling facilities, processing facilities, or landfill with the following information:
    - Name of firm accepting the recovered materials or waste disposed materials.
    - Specify type of facility (retail facility, recycler, processor, Class III landfill, MRF)
    - Location of the facility
    - Type of Materials
    - Date of Delivery

## **2.11 ACCESSIBLE AREAS**

- 2.11.1. Contractor shall have full site of the demolition area as shown on the attached plans.
- 2.11.2. Contractor's access to the demolition area shall be via 6<sup>th</sup> Street.
- 2.11.3. Contractor, subcontractors, and all employees shall not interact with or enter into the resident area of the Valencia Grove complex. This area is further described as being bounded by Orange Street on the west, East Delaware Avenue on the north, 6<sup>th</sup> Street on the east, and Horizon Street on the south.

## **2.12 EXISTING CONDITIONS**

- 2.12.1. The existing foundations are in varying degrees of condition.
- 2.12.2. The miscellaneous components to be removed from each unit vary in composition and quantity.

## **2.13 LITTERING AND HOUSEKEEPING**

- 2.13.1. Contractor shall be responsible for keeping the site clean on a daily basis and for removing any demolition debris, litter, or other loose material resulting from the execution of the demolition work. Any cost incurred by the HACSB to keep the site clean shall be charged to Contractor and deducted from the funds due for the work.
- 2.13.2. Littering of the site shall not be permitted
- 2.13.3. All waste will be stored on site in an acceptable container appropriate for the type of waste or hauled off the site daily.



## **2.14 PUBLIC PATHS AND TRAVEL WAYS**

- 2.14.1. Full street access and pedestrian circulation shall be provided to the residents and representatives of HACSB on 6<sup>th</sup> Street, East Sharon Road and East Delaware Avenue outside of the demolition foot print at all times.
- 2.14.2. Existing sidewalks along East Lugonia Avenue and along 6<sup>th</sup> Street shall be open at all times during construction.

## **2.15 PROTECTION OF PUBLIC FACILITIES**

- 2.15.1. Contractor shall take all necessary precautions to avoid any damage to either 6th Street, East Sharon, or East Delaware including abutting sidewalks, and ADA ramps. Any damage to these facilities will be repaired by the Contractor at no additional cost to the HACSB. The repairs will return said facilities to their pre-damaged condition.
- 2.15.2. Contractor shall take all necessary precautions to avoid any damage to existing public utilities such as fire hydrants, street lights, traffic signals, power poles, telephone poles, fire alarm boxes, underground utilities or other appurtenances in the vicinity of the demolition site.
- 2.15.3. Contractor shall pay for temporary relocation of utilities as necessary, which are relocated at the Contractor's request for his convenience.

## **2.16 SITE SECURITY**

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

## **2.17 NOISE POLLUTION**

- 2.17.1. All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City of Redlands.

## **2.18 AIR POLLUTION**

- 2.18.1. Contractor shall comply with applicable air pollution control requirements of the South Coast Air Quality Management District. 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:
  - a. The use of water or chemicals for control of dusts in the demolition of existing buildings, structures, miscellaneous demolition, construction operations, and clearing or removal of debris.
  - b. Transports trucks shall be covered when moving to prevent loss of debris or dust.

## **2.19 FIRE PREVENTION AND HAZARDS**

- 2.19.1. Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
- 2.19.2. Contractor shall be responsible for having and maintaining the correct type and class of fire extinguishers on site. A fire extinguisher shall be provided every 50'.
- 2.19.3. When a cutting torch or other equipment that might cause a fire is being used, a fire blanket and fire extinguisher shall be placed close at hand for instant use.
- 2.19.4. No fires of any kind will be permitted on the HACSB property or demolition site.
- 2.19.5. Contractor shall arrange for access to and use of during working hours one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire or other emergencies. The Contractor's Superintendent and all personnel on site shall be adequately trained as to the location, use

of, and have access to the phone for the purposes of reporting emergencies.

## **2.20 PRODUCTS – NOT APPLICABLE**

## **2.21 EXECUTION**

### **2.21.1. DEMOLITION NOTICE**

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

### **2.21.2. SALVATION OF DEMOLITION MATERIALS**

- a. All buildings, building materials, and components within buildings, and all other designated elements for demolition shall become the property of the Contractor and shall be removed from the premises at once. Salvaged materials shall be removed immediately from the premises.
- b. Contractor is to submit a CDRP which shows compliance with City of Redlands and State of California standards. A recycling minimum of 65% is required for this contract. The Contractor shall obtain such documentation to demonstrated recycling and submit said documentation consisting of manifests, weight tickets, or receipts to the HACSB Project Manager.

### **2.21.3. DEMOLITION AND REMOVALS**

- a. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means of methods which will ensure safety and minimize dust, noise and other nuisance.
- b. Any part of the building, whether structural, collateral, or accessory which has become unstable through removal of other parts, shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.
- c. The foundation floors, slabs, driveways, and elements comprising the streets such as the street, curbs and gutters, street lighting, roadway signs, underground utilities, and any other miscellaneous street component are to be protected in place. If any protected element is damaged, the Contractor shall repair said element to its pre-damaged condition.
- d. Some objects may be partially buried. Objects listed in below, which are partially buried, will be removed in their entirety including all portions below ground. The remaining void shall be filled with native soil and compacted in place.
  - Appliances which may or may not contain refrigerant
  - Thermostats which may or may not contain mercury
  - Concrete block enclosures
  - Patio shade structures
  - Carports
  - Clothes line frames and wiring
  - Tree removal.
  - Plumbing, electrical, and mechanical components typical of a housing unit that may still be present.
- e. In addition to tree cutting and clearing, the Contractor shall remove all dead branches, limbs, leaves, trash, loose vegetation material, and other debris whether fallen or not. This section is for the purposes of clearing the site and leaving the site clean at the end of the demolition. This section is not intended for vegetation removal consistent of vegetation clearing.
- f. Fasteners and connections between the walls and the foundation shall be removed or cut flush with the foundation slab. Vertical appurtenances shall not be left in place.

### **2.21.4. UTILITY PLUGGING**

- a. Prior to commencing any demolition work, the Contractor shall verify that all utilities have been disconnected.
- b. The sewer lines are to be capped. HACSB representative will approve cap material / method.
- c. Water lines are to be shut-off, at valves and lines capped. If existing valves are found not be operable, contractor is to replace shut-off valve.

### **2.21.5. DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE**

- a. All materials, rubbish, and trash shall be removed from the demolition area leaving the site free of debris. Any cost incurred by the HACSB to perform such cleaning up of debris or materials left behind shall be deducted from the funds due to the Contractor under this



contract.

- b. Waste may or may not include the disposal of tires.
- c. All debris and solid waste shall be delivered by the Contractor to a designated disposal facility, or to an approved disposal facility licensed in accordance with the state and / or local regulations, laws, and zoning. The Contractor shall be responsible to pay all fees for waste disposal. Contractor shall submit to the HACSB's Project Manager copies of all disposal tickets for each element or component demolished. The cost of disposal fees shall be considered incidental to the demolition.

#### **2.21.6. FREON REMOVAL AND DISPOSAL**

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

#### **2.21.7. PCB AND MERCURY REMOVAL AND DISPOSAL**

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

#### **2.21.8. BACK FILL AND CLEAN UP**

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

#### **2.21.9. SAFETY AND FENCING**

- a. The Contractor shall comply with all applicable current federal, state, and local safety and health regulations.
- b. The HACSB has fencing around a portion of the demolition site which Contractor may use. However, such provision does not relieve Contractor from providing additional fencing or taking any other reasonable precautions to ensure safety.
- c. The safety fencing shall remain in place until the contract completion has been accepted by the HACSB's Project Manager.
- d. Contractor shall make any repairs, modifications, or changes to the site fencing at the direction of the HACSB Project Manager. Such repairs, modifications, or changes are considered incidental to the cost of demolition and no separate payment shall be made.
- e. Contractor shall ensure that all required signage is posted and visible on fencing.

#### **2.21.10. REQUIRED POSTINGS**

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

### **3. SUMMARY**

#### **3.1. PROJECT**

- 3.1.1 PROJECT NAME: Valencia Grove Phase II Site Demolition
- 3.1.2 DEVELOPER NAME: Housing Authority of the County of San Bernardino

#### **3.2. CONTRACT DESCRIPTION**

- 3.2.1. CONTRACT TYPE: A single prime contract based on a Stipulated

#### **3.3. CONTRACTOR USE OF SITE AND PREMISES**

- 3.3.1. Construction Operations: Limited to areas noted on Drawings.
- 3.3.2. Provide access to and from site as required by law and by HACSB.
  - 3.3.2.1 Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 3.3.2.2 Do not obstruct roadways, sidewalks, or other public ways without permit.

- 3.3.3. Existing building spaces may not be used for storage.
- 3.3.4. Time Restrictions:
  - Limit conduct of especially noisy exterior work to the hours of 7AM to 6PM.
  - Limit conduct of especially noisy interior work to the hours of 7AM to 6PM.
  - Saturday, Sunday and Federal Holiday work is Prohibited.

#### **3.4. WORK SEQUENCE**

Coordinate construction schedule and operations with HACSB.

#### **3.5. SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS**

Unless otherwise noted, all provisions of the sections listed apply to all contracts.

### **4. PRICE AND PAYMENT PROCEDURES**

Procedures for preparation and submittal of applications for progress payments.

#### **4.1. SCHEDULE OF VALUES**

- 4.1.1. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to HACSB for approval.
- 4.1.2. Forms filled out by hand will not be accepted.

#### **4.2. APPLICATIONS FOR PROGRESS PAYMENTS**

- 4.2.1. Payment Period: Submit at intervals stipulated in the Agreement.
- 4.2.2. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to HACSB for approval.
- 4.2.3. Forms filled out by hand will not be accepted.
- 4.2.4. Execute certification by signature of authorized officer.

### **5. ADMINISTRATIVE REQUIREMENTS**

#### **5.1. PROJECT COORDINATION**

- 5.1.1. Project Coordinator: HACSB's Project Manager.
- 5.1.2. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- 5.1.3. During construction, coordinate use of site and facilities through the Project Coordinator.
- 5.1.4. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- 5.1.5. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- 5.1.6. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- 5.1.7. Make the following types of submittals to HACSB through the Project Coordinator:
  - Requests for interpretation.
  - Requests for substitution.
  - Submittals: Shop drawings, product data, and samples.
  - Test and inspection reports.
  - Manufacturer's instructions and field reports.
  - Applications for payment and change order requests.
  - Progress schedules.
  - Coordination drawings.
  - Closeout submittals.

#### **5.2. SITE MOBILIZATION MEETING**

- 5.2.1. HACSB will schedule a meeting at the Project site prior to mobilizing and prior to initiating any work onsite.
- 5.2.2. Attendance Required:
  - HACSB
  - Contractor's Superintendent
  - Major Subcontractors
- 5.2.3. Agenda:
  - 5.3.3.1 Use of premises by HACSB.
  - 5.3.3.2 HACSB's requirements and occupancy prior to completion.
  - 5.3.3.3 Construction facilities and controls provided by HACSB.
  - 5.3.3.4 Temporary utilities provided by HACSB.
  - 5.3.3.5 Survey and building layout.

- 5.3.3.6 Security and housekeeping procedures.
- 5.3.3.7 Schedules.
- 5.3.3.8 Application for payment procedures.
- 5.3.3.9 Procedures for testing.
- 5.3.3.10 Procedures for maintaining record documents.
- 5.3.3.11 Requirements for start-up of equipment.
- 5.3.3.12 Inspection and acceptance of equipment put into service during construction period.
- 5.2.4. Record minutes and distribute copies within two days after meeting to participants, with two copies to HACSB, participants, and those affected by decisions made.
- 5.3. PROGRESS MEETINGS**
  - 5.3.1. Administer meetings throughout progress of the Work at weekly intervals.
  - 5.3.2. Attendance Required: Job superintendent, major Subcontractors and suppliers, HACSB, Project Manager, as appropriate to agenda topics for each meeting.
  - 5.3.3. Agenda:
    - 5.4.3.1. Safety
    - 5.4.3.2. Review minutes of previous meetings.
    - 5.4.3.3. Review of work progress.
    - 5.4.3.4. Field observations, problems, and decisions.
    - 5.4.3.5. Identification of problems that impede, or will impede, planned progress.
    - 5.4.3.6. Review of submittals schedule and status of submittals.
    - 5.4.3.7. Maintenance of progress schedule.
    - 5.4.3.8. Corrective measures to regain projected schedules.
    - 5.4.3.9. Planned progress during succeeding work period.
    - 5.4.3.10. Maintenance of quality and work standards.
    - 5.4.3.11. Effect of proposed changes on progress schedule and coordination.
    - 5.4.3.12. Other business relating to Work.
  - 5.3.4. Record minutes and distribute copies within two days after meeting to participants, with two copies to HACSB, participants, and those affected by decisions made.
- 5.4. SUBMITTALS FOR REVIEW**
  - 5.4.1. When the following are specified in individual sections, submit them for review:
    - Product data.
    - Shop drawings.
    - Samples for selection.
    - Samples for verification.
  - 5.4.2. Submit to HACSB for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 5.4.3. Samples will be reviewed only for aesthetic, color, or finish selection.
  - 5.4.4. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described under - CLOSEOUT SUBMITTALS.
- 5.5. SUBMITTALS FOR INFORMATION**
  - 5.5.1. When the following are specified in individual sections, submit them for information:
    - Design data.
    - Certificates.
    - Test reports.
    - Inspection reports.
    - Manufacturer's instructions.
    - Manufacturer's field reports.
    - Other types indicated.
  - 5.5.2. Submit for HACSB. No action will be taken.
- 5.6. SUBMITTALS FOR PROJECT CLOSEOUT**
  - 5.6.1. When the following are specified in individual sections, submit them at project closeout:
    - Project record documents.
    - Operation and maintenance data.
    - Warranties.
    - Bonds.
    - Maintenance Period.
    - Training Records.
    - Other types as indicated.

5.6.2. Submit for HACSB's benefit during and after project completion.

**5.7. NUMBER OF COPIES OF SUBMITTALS**

5.7.1. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

5.7.2. Documents for Review:

5.8.1.1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit the number of copies that HACSB requires.

5.8.1.2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit the number of opaque reproductions that HACSB requires.

5.8.2. Samples: Submit the number specified in individual specification sections; one of which will be retained by HACSB.

5.8.2.1. After review, produce duplicates.

5.8.2.2. Retained samples will not be returned to HACSB unless specifically so stated.

**5.9. SUBMITTAL PROCEDURES**

5.9.1. Transmit each submittal with approved form.

5.9.2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

5.9.3. Identify Project, HACSB, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

5.9.4. Apply DEVELOPER's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

5.9.5. Schedule submittals to expedite the Project, and coordinate submission of related items.

5.9.6. For each submittal for review, allow 3 days excluding delivery time to and from the HACSB.

5.9.7. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.

5.9.8. Provide space for HACSB and HACSB review stamps.

5.9.9. When revised for resubmission, identify all changes made since previous submission.

5.9.10. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

5.9.11. Submittals not requested will not be recognized or processed.

**6. SECURITY PROCEDURES**

Contractor shall abide by the following security measures, including formal security program, entry control, guard service, and miscellaneous restrictions.

**6.1. RELATED REQUIREMENTS**

6.1.1. Summary: Use of premises and occupancy.

**6.2. SECURITY PROGRAM**

6.2.1. Protect Work, existing premises and HACSB's operations from theft, vandalism, and unauthorized entry.

6.2.2. Initiate program at project mobilization.

6.2.3. Maintain program throughout construction period until completion of project.

**6.3. ENTRY CONTROL**

6.3.1. Restrict entrance of persons and vehicles into Project site and existing facilities.

6.3.2. Allow entrance only to authorized persons with proper identification.

**7. QUALITY REQUIREMENTS**

**7.1. RELATED REQUIREMENTS**

7.1.1. General Conditions: Contractor shall abide by inspections and secure appropriate approvals required by public authorities.

**7.2. SUBMITTALS**

7.2.1. Testing Agency Qualifications:

7.2.1.1 Prior to start of Work, Contractor shall submit agency name, address, and telephone number, and names of full-time specialist and responsible officer.

7.2.1.2 Design Data: Contractor shall submit for HACSB's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for HACSB's information.

7.2.2. Test Reports: After each test/inspection, promptly submit two copies of report to Owner and to HACSB.

Include:

- Date issued.
  - Project title and number.
  - Name of inspector.
  - Date and time of sampling or inspection.
  - Identification of product and specifications section.
  - Location in the Project.
  - Type of test/inspection.
  - Date of test/inspection.
  - Results of test/inspection.
  - Conformance with Contract Documents.
- 7.2.3. Certificates: When specified in individual specification sections, submit certification by the manufacturer to Owner, in quantities specified for Product Data.
- 7.2.3.1 Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- 7.2.4. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the HACSB's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 7.2.5. Manufacturer's Field Reports: Submit reports for Owner's benefit as contract administrator to General Contractor.
- 7.2.5.1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- 7.2.6. Erection Drawings: Submit drawings for HACSB
- 7.2.6.1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- 7.3. REFERENCES AND STANDARDS**
- 7.3.1. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- 7.3.2. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- 7.3.3. Obtain copies of standards where required by product specification sections.
- 7.3.4. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- 7.3.5. Should specified reference standards conflict with Contract Documents, request clarification from Developer before proceeding.
- 7.3.6. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Developer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.
- 7.4. TESTING AND INSPECTION AGENCIES**
- 7.4.1. Developer will employ and pay for services of an independent testing agency to perform other specified testing.
- 7.5. EXECUTION – CONTROL OF INSTALLATION**
- 7.5.1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- 7.5.2. Comply with manufacturers' instructions, including each step in sequence.
- 7.5.3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Developer before proceeding.
- 7.5.4. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- 7.5.5. Have Work performed by persons qualified to produce required and specified quality.
- 7.5.6. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- 7.5.7. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- 7.6. MOCK-UPS**
- 7.6.1. Tests will be performed under provisions identified in this section and identified in the respective product specification sections.
- 7.6.2. Assemble and erect specified items with specified attachment and anchorage devices,

flashings, seals, and finishes.

7.6.3. Accepted mock-ups shall be a comparison standard for the remaining Work.

7.6.4. Where mock-up has been accepted by Developer and is specified in product specification sections to be removed, remove mock-up and clear area when directed to do so.

#### **7.7. TOLERANCES**

7.7.1. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

7.7.2. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Developer before proceeding.

7.7.3. Adjust products to appropriate dimensions; position before securing products in place.

#### **7.8. TESTING AND INSPECTION**

7.8.1. Testing Agency Duties:

7.8.1.1. Provide qualified personnel at site. Cooperate with Developer in performance of services.

7.8.1.2. Perform specified sampling and testing of products in accordance with specified standards.

7.8.1.3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

7.8.1.4. Promptly notify Developer of observed irregularities or non-conformance of Work or products.

7.8.1.5. Perform additional tests and inspections required by Developer.

7.8.1.6. Submit reports of all tests and inspection specified.

7.8.2. Limits on Testing and inspection Agency Authority:

7.8.2.1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

7.8.2.2. Agency may not approve or accept any portion of the Work.

7.8.2.3. Agency has no authority to stop the Work.

7.8.3. Contractor's Responsibilities:

7.8.3.1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

7.8.3.2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.

7.8.3.3. Provide incidental labor and facilities:

7.8.3.3.1. To provide access to Work to be tested and inspected.

7.8.3.3.2. To obtain and handle samples at the site or at source of Products to be tested and inspected.

7.8.3.3.3. To facilitate tests and inspection.

7.8.3.3.4. To provide storage and curing of test samples.

7.8.3.4. Notify Owner and laboratory 24 hours prior to expected time for operations requiring testing and inspection services.

7.8.3.5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Developer beyond specified requirements.

7.8.3.6. Arrange with Developer's agency and pay for additional samples, tests, and inspections required by Developer beyond specified requirements.

7.8.4. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Developer.

7.8.5. Re-testing required because of non-conformance to specified requirements shall be paid for by DEVELOPER.

#### **7.9. DEFECT ASSESSMENT**

7.9.1. Replace Work or portions of the Work not conforming to specified requirements.

7.9.2. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct an appropriate remedy or adjust payment.

#### **7.10. SUMMARY**

7.10.1. Regulatory requirements applicable to this project are the following:

7.10.2. 29 CFR 1910 - Occupational Safety and Health Standards; current edition; as a work place.

#### **7.11. PRODUCTS – NOT USED**

#### **7.12. EXECUTION – NOT USED**

### **8. CODE-REQUIRED SPECIAL INSPECTIONS**

#### **8.1. RELATED REQUIREMENTS**

8.1.1. Available Project Information: Soil investigation data

8.1.2. General Conditions: Inspections and approvals required by public authorities.

#### **8.2. DEFINITIONS**



- 8.2.1. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- 8.2.2. Special Inspection:
  - 8.2.2.1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
  - 8.2.2.2. Special inspections are separate from and independent of tests and inspections conducted by Developer for the purposes of quality assurance and contract administration.

### **8.3. REFERENCE STANDARDS**

- 8.3.1. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2008.
- 8.3.2. ACI 530I530.1IERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; 2011.
- 8.3.3. ASTM C311C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field; 2010.
- 8.3.4. ASTM C1721C172M - Standard Practice for Sampling Freshly Mixed Concrete; 2010.
- 8.3.5. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- 8.3.6. ASTM E329 - Standard Specification for Agencies Engaged Construction Inspection and/or Testing; 2011.
- 8.3.7. AWS D1.4D1.4M - Structural Welding Code - Reinforcing Steel; 2011.

### **8.4. SUBMITTALS**

- 8.4.1. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- 8.4.2. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
  - 8.4.2.1. Submit agency name, address, and telephone number, names of full time specialist and responsible officer.
  - 8.4.2.2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 8.4.2.3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- 8.4.3. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
  - 8.4.3.1. Submit agency name, address, and telephone number, and names of full time specialist and responsible officer.
  - 8.4.3.2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 8.4.3.3. Submit certification that Testing Agency is acceptable to AHJ.
- 8.4.4. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to DEVELOPER and one to the AHJ.
  - 8.4.4.1. Include:
    - Date issued.
    - Project title and number.
    - Name of Special Inspector.
    - Date and time of special inspection.
    - Identification of product and specifications section.
    - Location in the Project.
    - Type of special inspection.
    - Date of special inspection.
    - Results of special inspection.
    - Conformance with Contract Documents.
  - 8.4.4.2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- 8.4.5. Fabricator Special Inspection Reports: After each special inspection of fabricated items at the Fabricator's facility, Special Inspector shall promptly submit two copies of report; one to DEVELOPER and one to AHJ.
  - 8.4.5.1. Include:
    - Date issued.
    - Project title and number.
    - Name of Special Inspector.

- Date and time of special inspection.
  - Identification of fabricated item and specification section.
  - Location in the Project.
  - Results of special inspection.
  - Verification of fabrication and quality control procedures.
  - Conformance with Contract Documents.
  - Conformance to referenced standard(s).
- 8.4.6. Test Reports: After each test or inspection, promptly submit two copies of report; one to DEVELOPER and one to AHJ.
- 8.4.6.1. Include:
- Date issued.
  - Project title and number.
  - Name of inspector.
  - Date and time of sampling or inspection.
  - Identification of product and specifications section.
  - Location in the Project.
  - Type of test or inspection.
  - Date of test or inspection.
  - Results of test or inspection.
  - Conformance with Contract Documents.
- 8.5. SPECIAL INSPECTION AGENCY**
- 8.5.1. Developer will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling required by the building code.
- 8.6. TESTING AND INSPECTION AGENCIES**
- 8.6.1. Developer may employ services of an independent testing agency to perform additional testing and sampling associated with special inspections but not required by the building code.
- 8.7. EXECUTION – SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**
- 8.7.1. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
- 8.7.1.1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
- 8.7.1.2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.
- 8.8. SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION**
- 8.8.1. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, 3.5 and 7.1 through 7.7; periodic.
- 8.8.2. Reinforcing Steel Welding: Verify compliance with AWS D1.4 and ACI 318, 3.5.2; periodic.
- 8.8.3. Bolts Installed in Concrete: Where allowable loads have been increased or where strength design is used, verify compliance with approved contract documents and ACI 318, 8.1.3 and
- 8.8.4. 21.2.8 prior to and during placement of concrete; continuous.
- 8.8.5. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- 8.8.6. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, 5.11 through 5.13; periodic.
- 8.8.7. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, 6.2, for the following.
- 8.9. SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION**
- 8.9.1. Masonry Structures Subject to Special Inspection:
- 8.9.1.1. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- 8.9.2. Verify each item below complies with approved contract documents and the applicable articles of ACI 530/530.1/ERT.
- 8.9.2.1. Inspections and Approvals:
- 8.9.2.1.1. Verify compliance with the required inspection provisions of the approved contract documents; periodic.
- 8.9.2.1.2. Verify approval of submittals required by contract documents; periodic.
- 8.9.2.2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.



- 8.9.2.3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
- 8.9.2.4. Joints and Accessories: When masonry construction begins, verify:
  - 8.9.2.4.1. Proportions of site prepared mortar; periodic.
  - 8.9.2.4.2. Construction of mortar joints; periodic.
  - 8.9.2.4.3. Location of reinforcement, connectors, prestressing tendons, anchorages, etc.; periodic.
- 8.9.2.5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
  - 8.9.2.5.1. Size and location of structural elements; periodic.
  - 8.9.2.5.2. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
  - 8.9.2.5.3. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
  - 8.9.2.5.4. Welding of reinforcing bars; continuous.
- 8.9.2.6. Grouting Preparation: Prior to grouting, verify:
  - 8.9.2.6.1. Grout space is clean; periodic.
  - 8.9.2.6.2. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
  - 8.9.2.6.3. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
  - 8.9.2.6.4. Correctly constructed mortar joints; periodic.
- 8.9.2.7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.
- 8.10. SPECIAL INSPECTIONS FOR PREFABRICATED WOOD CONSTRUCTION**
  - 8.10.1. Metal Plate Connected Wood Trusses with Clear Span of 60 feet (18.3 m) or More: Verify compliance of each item below with approved contract documents in general and with approved truss submittal package in particular.
    - 8.10.1.1. Temporary restraint and bracing.
    - 8.10.1.2. Permanent individual truss member restraint and bracing.
- 8.11. SPECIAL INSPECTIONS FOR SOILS**
  - 8.11.1. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
    - 8.11.1.1. Design bearing capacity of material below shallow foundations; periodic.
    - 8.11.1.2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
    - 8.11.1.3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
    - 8.11.1.4. Subgrade, prior to placement of compacted fill; periodic.
  - 8.11.2. Testing: Classify and test excavated material; periodic.
- 8.12. SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE**
  - 8.12.1. Structural Wood:
    - 8.12.1.1. Field gluing; continuous.
    - 8.12.1.2. Nailing, bolting, anchoring and other fastening of components within the seismic force-resisting system; periodic.
  - 8.12.2. Designated Seismic System Verification: Verify label, anchorage or mounting conforms to certificate of compliance provided by manufacturer or fabricator.
  - 8.12.3. Structural Testing for Seismic Resistance:
    - 8.12.3.1. Concrete reinforcement: Comply with ACI 318, Section 21.1.5.2.
      - 8.12.3.1.1. Materials Obtain mill certificates demonstrating compliance with ASTM A615; periodic.
      - 8.12.3.1.2. Welding: Perform chemical tests complying with ACI 318, Section 3.5.2 to determine weldability; periodic.
  - 8.12.4. Structural Observations for Seismic Resistance: Visually observe structural system for general conformance with the approved contract documents; periodic.
- 8.13. SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**
  - 8.13.1. Special Inspection Agency shall:
    - 8.13.1.1. Provide qualified personnel at site. Cooperate with HACSB in performance of services.
    - 8.13.1.2. Perform specified sampling and testing of products in accordance with specified reference standards.
    - 8.13.1.3. Ascertain compliance of materials and products with requirements of Contract Documents.
    - 8.13.1.4. Promptly notify HACSB of observed irregularities or non-conformance of work or products.
    - 8.13.1.5. Perform additional tests and inspections required by HACSB.
    - 8.13.1.6. Submit reports of all tests or inspections specified.
  - 8.13.2. Re-testing required because of non-conformance to specified requirements shall be performed by the

same agency on instructions by HACSB.

8.13.3. Re-testing required because of non-conformance to specified requirements shall be paid for by HACSB.

#### **8.14. TESTING AGENCY DUTIES AND RESPONSIBILITIES**

##### **8.14.1. Testing Agency Duties:**

8.14.1.1. Provide qualified personnel at site. Cooperate with HACSB in performance of services.

8.14.1.2. Perform specified sampling and testing of products in accordance with specified standards.

8.14.1.3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

8.14.1.4. Promptly notify HACSB of observed irregularities or non-conformance of work or products.

8.14.1.5. Perform additional tests and inspections required by HACSB.

8.14.1.6. Submit reports of all tests or inspections specified.

##### **8.14.2. Limits on Testing or Inspection Agency Authority:**

8.14.2.1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.

8.14.2.2. Agency may not approve or accept any portion of the work.

8.14.2.3. Agency may not assume any duties of HACSB.

8.14.2.4. Agency has no authority to stop the work.

8.14.3. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by HACSB.

8.14.4. Re-testing required because of non-conformance to specified requirements shall be paid for by HACSB.

#### **9. TEMPORARY FACILITIES AND CONTROLS**

##### **9.1. RELATED REQUIREMENTS**

9.1.1. Vehicular Access and Parking

9.1.2. Security Procedures

##### **9.2. BARRIERS**

9.2.1. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

9.2.2. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

##### **9.3. FENCING**

Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

##### **9.4. SECURITY – SEE SECTION 6**

Provide security and facilities to protect Work, existing facilities, and HACSB's operations from unauthorized entry, vandalism, or theft.

##### **9.5. VEHICULAR ACCESS AND PARKING – SEE SECTION 10**

9.5.1. Coordinate access and haul routes with governing authorities and HACSB.

9.5.2. Provide and maintain access to fire hydrants, free of obstructions.

9.5.3. Provide means of removing mud from vehicle wheels before entering streets.

9.5.4. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

##### **9.6. WASTE REMOVAL**

9.6.1. See Section 01 7419 - Waste Management, for additional requirements and Planning Division Conditions for Tentative Tract No. 18762 and Conditional Use Permit No 955 dated October 27, 2009 found under General Conditions 00 7200.

9.6.2. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

9.6.3. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

##### **9.7. PRODUCTS – NOT USED**

#### **10. VEHICULAR ACCESS AND PARKING**

##### **10.1. PRODUCTS**

###### **10.1.1. MATERIALS**

Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

##### **10.2. EXECUTION**

###### **10.2.1. PARKING**

Locate on construction site as approved by HACSB.

###### **10.2.2. NEW PERMANENT PAVEMENTS**

Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

###### **10.2.3. CONSTRUCTION PARKING CONTROL**

10.2.3.1. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

10.2.3.2. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular

- access to and through parking areas.
- 10.2.3.3. Prevent parking on or adjacent to access roads or in non-designated areas.
- 10.2.4. FLAG PERSONS**  
Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- 10.2.5. FLARES AND LIGHTS**  
Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- 10.2.6. HAUL ROUTES**
  - 10.2.6.1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
  - 10.2.6.2. Confine construction traffic to designated haul routes.
  - 10.2.6.3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
- 10.2.7. MAINTENANCE**
  - 10.2.7.1. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.
  - 10.2.7.2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- 10.2.8. REMOVAL, REPAIR**  
Repair damage caused by installation.

## **11. PRODUCT REQUIREMENTS**

### **11.1. RELATED REQUIREMENTS**

- 11.1.1. Quality Requirements: Product quality monitoring
- 11.1.2. Construction Waste Management and Disposal: Waste disposal requirements potentially affecting packaging and substitutions.

### **11.2. SUBMITTALS**

- 11.2.1. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- 11.2.2. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- 11.2.3. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 11.2.3.1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

### **11.3. PRODUCT**

#### **11.3.1. NEW PRODUCTS**

- 11.3.1.1. Provide new products unless specifically required or permitted by the Contract Documents.
- 11.3.1.2. Do not use products having any of the following characteristics:

#### **11.3.2. PRODUCT OPTIONS**

- 11.3.2.1. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- 11.3.2.2. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- 11.3.2.3. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

#### **11.3.3. MAINTENANCE MATERIALS**

- 11.3.3.1. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- 11.3.3.2. Deliver to Project site; obtain receipt prior to final payment.

### **11.4. EXECUTION**

#### **11.4.1. SUBSTITUTION PROCEDURES**

- 11.4.1.1. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- 11.4.1.2. HACSB will consider requests for substitutions only within 15 days after date of Agreement.
- 11.4.1.3. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- 11.4.1.4. A request for substitution constitutes a representation that the submitter:
  - 11.4.1.4.1. Has investigated proposed product and determined that it meets or exceeds

- the quality level of the specified product.
    - 11.4.1.4.2. Will provide the same warranty for the substitution as for the specified product.
    - 11.4.1.4.3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to HACSB.
    - 11.4.1.4.4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 11.4.1.5. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
  - 11.4.1.6. Substitution Submittal Procedure:
    - 11.4.1.6.1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
    - 11.4.1.6.2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- 11.4.2. TRANSPORTATION AND HANDLING**
  - 11.4.2.1. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
  - 11.4.2.2. Transport and handle products in accordance with manufacturer's instructions.
  - 11.4.2.3. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
  - 11.4.2.4. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
  - 11.4.2.5. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
  - 11.4.2.6. Arrange for the return of packing materials, such as wood pallets, where economically feasible.
- 11.4.3. STORAGE AND PROTECTION**
  - 11.4.3.1. Designate receiving storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
  - 11.4.3.2. Store and protect products in accordance with manufacturers' instructions.
  - 11.4.3.3. Store with seals and labels intact and legible.
  - 11.4.3.4. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
  - 11.4.3.5. For exterior storage of fabricated products, place on sloped supports above ground.
  - 11.4.3.6. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
  - 11.4.3.7. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
  - 11.4.3.8. Prevent contact with material that may cause corrosion, discoloration, or staining.
  - 11.4.3.9. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
  - 11.4.3.10. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

## **12. EXECUTION AND CLOSEOUT REQUIREMENTS**

### **12.1. QUALIFICATIONS**

For survey work, employ a land surveyor registered in California and acceptable to HACSB. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

### **12.2. PROJECT CONDITIONS**

Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

### **12.3. COORDINATION**

- 12.3.1. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 12.3.2. Notify affected utility companies and comply with their requirements.
- 12.3.3. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 12.3.4. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely

- as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 12.3.5. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
  - 12.3.6. Coordinate completion and clean-up of work of separate sections.
  - 12.3.7. After HACSB occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of HACSB's activities.
- 12.4. PRODUCT**
- 12.4.1. PATCHING MATERIALS**
- 12.4.1.1. New Materials: As specified in product sections; match existing products and work for patching and extending work.
  - 12.4.1.2. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
  - 12.4.1.3. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 11.4.
- 12.5. EXECUTION**
- 12.5.1. EXAMINATION**
- 12.5.1.1. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
  - 12.5.1.2. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
  - 12.5.1.3. Examine and verify specific conditions described in individual specification sections.
  - 12.5.1.4. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
  - 12.5.1.5. Verify that utility services are available, of the correct characteristics, and in the correct locations.
  - 12.5.1.6. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- 12.5.2. PREPARATION**
- 12.5.2.1. Clean substrate surfaces prior to applying next material or substance.
  - 12.5.2.2. Seal cracks or openings of substrate prior to applying next material or substance.
  - 12.5.2.3. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.
- 12.5.3. LAYING OUT THE WORK**
- 12.5.3.1. Verify locations of survey control points prior to starting work.
  - 12.5.3.2. Promptly notify HACSB of any discrepancies discovered.
  - 12.5.3.3. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
  - 12.5.3.4. Promptly report to HACSB the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
  - 12.5.3.5. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to HACSB.
  - 12.5.3.6. Utilize recognized engineering survey practices.
  - 12.5.3.7. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
    - 12.5.3.7.1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
    - 12.5.3.7.2. Grid or axis for structures.
      - Building foundation, column locations, ground floor elevations, and .
  - 12.5.3.8. Periodically verify layouts by same means.
  - 12.5.3.9. Maintain a complete and accurate log of control and survey work as it progresses.
- 12.5.4. GENERAL INSTALLATION REQUIREMENTS**
- 12.5.4.1. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
  - 12.5.4.2. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
  - 12.5.4.3. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
  - 12.5.4.4. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
  - 12.5.4.5. Make neat transitions between different surfaces, maintaining texture and appearance.

## **12.5.5. CUTTING AND PATCHING**

12.5.5.1. Whenever possible, execute the work by methods that avoid cutting or patching.

12.5.5.2. Perform whatever cutting and patching is necessary to:

- Complete the work.
- Fit products together to integrate with other work.
- Provide openings for penetration of mechanical, electrical, and other services.
- Match work that has been cut to adjacent work.
- Repair areas adjacent to cuts to required condition.
- Repair new work damaged by subsequent work.
- Remove samples of installed work for testing when requested.
- Remove and replace defective and non-conforming work.

12.5.5.3. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

12.5.5.4. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

12.5.5.5. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

12.5.5.6. Restore work with new products in accordance with requirements of Contract Documents.

12.5.5.7. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

12.5.5.8. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.

12.5.5.9. Patching:

12.5.5.9.1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

12.5.5.9.2. Match color, texture, and appearance.

12.5.5.9.3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

## **12.5.6. PROGRESS CLEANING**

12.5.6.1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

12.5.6.2. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

12.5.6.3. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

12.5.6.4. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

## **12.5.7. PROTECTION OF INSTALLED WORK**

12.5.7.1. Protect installed work from damage by construction operations.

12.5.7.2. Provide special protection where specified in individual specification sections.

12.5.7.3. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

12.5.7.4. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

12.5.7.5. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

12.5.7.6. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

12.5.7.7. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

## **12.5.8. ADJUSTING**

12.5.8.1. Adjust operating products and equipment to ensure smooth and unhindered operation.

## **12.5.9. FINAL CLEANING**

12.5.9.1. Use cleaning materials that are nonhazardous.

12.5.9.2. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

12.5.9.3. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or



- nameplates on mechanical and electrical equipment.
- 12.5.9.4. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- 12.5.9.5. Clean filters of operating equipment.
- 12.5.9.6. Clean debris from roofs, gutters, downspouts, and drainage systems.
- 12.5.9.7. Clean site; sweep paved areas, rake clean landscaped surfaces.
- 12.5.9.8. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

#### **12.5.10. CLOSEOUT PROCEDURES**

- 12.5.10.1. Make submittals that are required by governing or other authorities.
- 12.5.10.2. Notify HACSB when work is considered ready for Substantial Completion.
- 12.5.10.3. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for HACSB's review.
- 12.5.10.4. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to HACSB-occupied areas.
- 12.5.10.5. Notify HACSB when work is considered finally complete.
- 12.5.10.6. Complete items of work determined by HACSB's final inspection.

### **13. CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

#### **13.1. WASTE MANAGEMENT REQUIREMENTS**

- 13.1.1. HACSB requires that this project generate the least amount of trash and waste possible.
- 13.1.2. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- 13.1.3. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- 13.1.4. Reference General Conditions for conditions of Waste Management Recycling Requirements.
- 13.1.5. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- 13.1.6. Methods of trash/waste disposal that are not acceptable are:
  - Burning on the project site.
  - Burying on the project site.
  - Dumping or burying on other property, public or private.
  - Other illegal dumping or burying.
- 13.1.7. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

#### **13.2. DEFINITIONS**

- 13.2.1. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- 13.2.2. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- 13.2.3. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- 13.2.4. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- 13.2.5. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- 13.2.6. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- 13.2.7. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- 13.2.8. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- 13.2.9. Return: To give back reusable items or unused products to vendors for credit.
- 13.2.10. Reuse: To reuse a construction waste material in some manner on the project site.
- 13.2.11. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- 13.2.12. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- 13.2.13. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- 13.2.14. Toxic: Poisonous to humans either immediately or after a long period of exposure.

- 13.2.15. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- 13.2.16. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### **13.3. SUBMITTALS**

- 13.3.1. Administrative Requirements, for submittal procedures.
- 13.3.2. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
- 13.3.2.1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
- 13.3.2.2. Submit Report on a form acceptable to HACSB.
- 13.3.2.3. Landfill Disposal: Include the following information:
- Identification of material.
  - Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
  - State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
  - Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 13.3.2.4. Incinerator Disposal: Include the following information:
- Identification of material.
  - Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
  - State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
  - Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
- 13.3.2.5. Recycled and Salvaged Materials: Include the following information for each:
- Identification of material, including those retrieved by installer for use on other projects.
  - Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
  - Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
  - Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - Certification by receiving party that materials will not be disposed of in landfills or by incineration.
- 13.3.2.6. Material Reused on Project: Include the following information for each:
- Identification of material and how it was used in the project.
  - Amount, in tons or cubic yards (cubic meters).
  - Include weight tickets as evidence of quantity.
- 13.3.2.7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

### **13.4. EXECUTION**

#### **13.4.1. WASTE MANAGEMENT PROCEDURES**

- 13.4.1.1. See Section 13.3 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- 13.4.1.2. See Section 13.1 for additional requirements related to trash/waste collection and removal facilities and services.
- 13.4.1.3. See Section 13.3 for waste prevention requirements related to delivery, storage, and handling.
- 13.4.1.4. See Section 13.3 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

#### **13.4.2. WASTE MANAGEMENT PLAN IMPLEMENTATION**

- 13.4.2.1. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- 13.4.2.2. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor and HACSB.
- 13.4.2.3. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- 13.4.2.4. Meetings: Discuss trash/waste management goals and issues at project meetings.



- Pre-bid meeting
  - Pre-construction meeting
  - Regular job-site meetings
- 13.4.2.5. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
- 13.4.2.5.1. Provide containers as required.
- 13.4.2.5.2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
- 13.4.2.5.3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- 13.4.2.6. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- 13.4.2.7. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- 13.4.2.8. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- 13.4.2.9. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

## **14. DEMOLITION**

### **14.1. DEMOLITION REQUIREMENTS**

- 14.1.1. Building demolition and site clearing and grubbing.
- 14.1.2. Abandonment and removal of existing utilities and utility structures.

### **14.2. RELATED REQUIREMENTS**

- 14.2.1. Available Project Information: Existing building survey conducted by Ambient Environmental information about known hazardous materials.
- 14.2.2. Summary: Limitations on HACSB's use of site and premises.
- 14.2.3. Summary: Sequencing and staging requirements.
- 14.2.4. Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- 14.2.5. Execution and Closeout Requirements: Project conditions; protection of benchmarks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- 14.2.6. Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- 14.2.7. Grading: Topsoil removal.
- 14.2.8. Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- 14.2.9. Fill: Filling holes, pits, and excavations generated as a result of removal operations.

### **14.3. REFERENCE STANDARDS**

- 14.3.1. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- 14.3.2. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2009.

### **14.4. SUBMITTALS**

- 14.4.1. Administrative Requirements, for submittal procedures.
- 14.4.2. Site Plan: Showing:
- 14.4.2.1. Areas for temporary construction and field offices.
- 14.4.3. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
- 14.4.3.1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
- 14.4.3.2. Identify demolition firm and submit qualifications.
- 14.4.3.3. Include a summary of safety procedures.
- 14.4.4. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

### **14.5. QUALITY ASSURANCE**

- 14.5.1. Demolition Firm Qualifications: Company specializing in the type of work required.
- 14.5.1.1. Minimum of 5 years of documented experience.

### **14.6. EXECUTION**

#### **14.6.1. SCOPE**

- 14.6.1.1. Remove the entire buildings and foundations as noted on the drawings.
- 14.6.1.2. Remove paving and curbs as required to accomplish new work.
- 14.6.1.3. Remove all other paving and curbs within site boundaries.
- 14.6.1.4. Within area of new construction, remove walls and footings to a minimum of 10 feet below finished grade.

- 14.6.1.5. Outside area of new construction, remove foundation walls and footings to a minimum of 2 feet (600mm) below finished grade.
- 14.6.1.6. Remove concrete slabs on grade within site boundaries.
- 14.6.1.7. Remove manholes and manhole covers, curb inlets and catch basins.
- 14.6.1.8. Remove fences and gates.
- 14.6.1.9. Remove creosote-treated wood utility poles.
- 14.6.1.10. Remove all trees, shrubs, plants and vegetation as noted on the drawings.
- 14.6.2. GENERAL PROCEDURES AND PROJECT CONDITIONS**
  - 14.6.2.1. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
    - 14.6.2.1.1. Obtain required permits.
    - 14.6.2.1.2. Use of explosives is not permitted.
    - 14.6.2.1.3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
    - 14.6.2.1.4. Provide, erect, and maintain temporary barriers and security devices.
    - 14.6.2.1.5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
    - 14.6.2.1.6. Do not close or obstruct roadways or sidewalks without permit.
    - 14.6.2.1.7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
    - 14.6.2.1.8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
  - 14.6.2.2. Do not begin removal until receipt of notification to proceed from the HACSB.
  - 14.6.2.3. Minimize production of dust due to demolition operations; do not use water if that will result in flooding, sedimentation of public waterways or storm sewers, or other pollution.
  - 14.6.2.4. If hazardous materials are discovered during removal operations, stop work and notify HACSB; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
  - 14.6.2.5. Hazardous Materials: Comply with 29 CFR 1926 and state and local regulations.
  - 14.6.2.6. Perform demolition in a manner that maximizes salvage and recycling of materials.
    - 14.6.2.6.1. Comply with requirements of Section 01 7419 - Waste Management.
    - 14.6.2.6.2. Dismantle existing construction and separate materials.
    - 14.6.2.6.3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.
  - 14.6.2.7. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.
- 14.6.3. EXISTING UTILITIES**
  - 14.6.3.1. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
  - 14.6.3.2. Protect existing utilities to remain from damage.
  - 14.6.3.3. Do not disrupt public utilities without permit from authority having jurisdiction.
  - 14.6.3.4. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to HACSB.
  - 14.6.3.5. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to HACSB.
  - 14.6.3.6. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
  - 14.6.3.7. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
  - 14.6.3.8. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.
- 14.6.4. DEBRIS AND WASTE REMOVAL**
  - 14.6.4.1. Remove debris, junk, and trash from site.
  - 14.6.4.2. Remove from site all materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
  - 14.6.4.3. Leave site in clean condition, ready for subsequent work.
  - 14.6.4.4. Clean up spillage and wind-blown debris from public and private lands.

## **15. SITE CLEARING**

Clearing and protection of vegetation.

Removal of existing debris.

### **15.1. RELATED REQUIREMENTS**

- 15.1.1. Conditions of Approval
- 15.1.2. Water Quality Management Plan
- 15.1.3. Summary: Limitations on HACSB's use of site and premises.
- 15.1.4. Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- 15.1.5. Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.
- 15.1.6. Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- 15.1.7. Demolition: Removal of built elements and utilities.
- 15.1.8. Grading: Topsoil removal.
- 15.1.9. Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.
- 15.1.10. Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

### **15.2. SUBMITTALS**

- 15.2.1. See Section 01 3100 - Administrative Requirements, for submittal procedures.
- 15.2.2. Site Plan: Showing:
  - 15.2.2.1. Areas for temporary construction and field offices.

### **15.3. PRODUCTS**

#### **15.3.1. MATERIALS**

- 15.3.1.1. Fill Material: As specified under Grading

### **15.4. EXECUTION**

#### **15.4.1. SITE CLEARING**

- 15.4.1.1. Comply with other requirements specified in Section 01 7000.
- 15.4.1.2. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

#### **15.4.2. EXISTING UTILITIES AND BUILT ELEMENTS**

- 15.4.2.1. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- 15.4.2.2. Protect existing utilities to remain from damage.
- 15.4.2.3. Do not disrupt public utilities without permit from authority having jurisdiction.
- 15.4.2.4. Protect existing structures and other elements that are not to be removed.

#### **15.4.3. VEGETATION**

- 15.4.3.1. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, playing fields, lawns, and planting beds.
- 15.4.3.2.
- 15.4.3.3. Reference Contract Drawings for specific items to be demolished, removed, relocated, and/or abandoned.
- 15.4.3.4. Install substantial, highly visible fences at least 3 feet (1 m) high to prevent inadvertent damage to vegetation to remain:
- 15.4.3.5. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.
- 15.4.3.6. Vegetation Removed: Do not burn, bury, landfill, or leave on site, except as indicated.
  - 15.4.3.6.1. Chip, grind, crush, or shred vegetation for mulching, composting, or other purposes; preference should be given to on-site uses.
  - 15.4.3.6.2. Trees: Sell if marketable; if not, treat as specified for other vegetation removed; remove stumps and roots to depth of 18 inches (450 mm).
  - 15.4.3.6.3. Sod: Re-use on site if possible; otherwise sell if marketable, and if not, treat as specified for other vegetation removed.
  - 15.4.3.6.4. Fill holes left by removal of stumps and roots, using suitable fill material, with top surface neat in appearance and smooth enough not to constitute a hazard to pedestrians.
- 15.4.3.7. Dead Wood: Remove all dead trees (standing or down), limbs, and dry brush on entire site; treat as specified for vegetation removed.
- 15.4.3.8. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to HACSB.

#### **15.4.4. DEBRIS**

- 15.4.4.1. Remove debris, junk, and trash from site.

15.4.4.2. Leave site in clean condition, ready for subsequent work.

15.4.4.3. Clean up spillage and wind-blown debris from public and private lands.

## **16. EXCAVATION**

Excavating for building volume below grade, footings, slabs-on-grade, paving, site structures, and utilities within the building.

Trenching for utilities outside the building to utility main connections.

Trenching for utilities outside the building for utility main runs.

### **16.1. RELATED REQUIREMENTS**

16.1.1. Geotechnical report; bore hole locations and findings of subsurface materials.

16.1.2. Water Quality Management Plan

16.1.3. Grading: Soil removal from surface of site.

16.1.4. Grading: Grading.

16.1.5. Trenching: Excavating for utility trenches outside the building to utility main connections.

16.1.6. Fill: Fill materials, filling, and compacting.

### **16.2. EXECUTION**

#### **16.2.1. EXAMINATION**

Verify that survey benchmark and intended elevations for the work are as indicated.

#### **16.2.2. PREPARATION**

16.2.2.1. Identify required lines, levels, contours, and datum locations.

#### **16.2.3. EXCAVATING**

16.2.3.1. Excavate to accommodate new structures and construction operations.

16.2.3.2. Notify HACSB of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

16.2.3.3. Slope banks of excavations deeper than 4 feet (1.2 meters) to angle of repose or less until shored.

16.2.3.4. Do not interfere with 45 degree bearing splay of foundations.

16.2.3.5. Cut utility trenches wide enough to allow inspection of installed utilities. Coordination with HACSB and Utility Companies required.

16.2.3.6. Hand trim excavations. Remove loose matter.

16.2.3.7. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 31 2323.

16.2.3.8. Grade top perimeter of excavation to prevent surface water from draining into excavation.

16.2.3.9. Remove excavated material that is unsuitable for re-use from site.

16.2.3.10. Stockpile excavated material to be re-used in area designated on site in accordance with all state and local regulations.

16.2.3.11. Remove excess excavated material from site.

#### **16.2.4. FIELD QUALITY CONTROL**

16.2.4.1. Quality Requirements and Contract Drawings, for general requirements for field inspection and testing.

16.2.4.2. Provide for visual inspection of load-bearing excavated surfaces before placement of foundations.

#### **16.2.5. PROTECTION**

16.2.5.1. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.

16.2.5.2. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

## **17. TRENCHING**

Backfilling and compacting for utilities outside the building to utility main connections and for utility mains.

### **17.1. RELATED REQUIREMENTS**

17.1.1. Geotechnical report; bore hole locations and findings of subsurface materials.

17.1.2. Grading: Site grading.

17.1.3. Excavation: Building and foundation excavating.

17.1.4. Fill: Backfilling at building and foundations.

### **17.2. DEFINITIONS**

17.2.1. Finish Grade Elevations: Indicated on drawings.

17.2.2. Subgrade Elevations: Indicated on drawings.

### **17.3. REFERENCES**

17.3.1. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010

17.3.2. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>)); 2012.

17.3.3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified

Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN m/m<sup>3</sup>)); 2012.

#### **17.4. DELIVERY, STORAGE, AND HANDLING**

- 17.4.1. When necessary, store materials on site in advance of need.
- 17.4.2. When fill materials need to be stored on site, locate stockpiles where designated.
  - 17.4.2.1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
  - 17.4.2.2. Prevent contamination.
  - 17.4.2.3. Protect stockpiles from erosion and deterioration of materials.

#### **17.5. PRODUCTS**

##### **17.5.1. FILL MATERIALS**

Reference Contract Drawings and Geotechnical Report(s).

##### **17.5.2. SOURCE QUALITY CONTROL**

- 17.5.2.1. Quality Requirements, for general requirements for testing and analysis of soil material.
- 17.5.2.2. Where fill materials are specified by reference to a specific standard, testing of samples for compliance will be provided before delivery to site.
- 17.5.2.3. If tests indicate materials do not meet specified requirements, change material and retest.

#### **17.6. EXECUTION**

##### **17.6.1. EXAMINATION**

Verify that survey bench marks and intended elevations for the work are as indicated.

##### **17.6.2. PREPARATION**

Identify required lines, levels, contours, and datum locations.

##### **17.6.3. TRENCHING**

- 17.6.3.1. Notify HACSB of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- 17.6.3.2. Slope banks of excavations deeper than 4 feet (1.2 meters) to angle of repose or less until shored.
- 17.6.3.3. Do not interfere with 45 degree bearing splay of foundations.
- 17.6.3.4. Cut trenches wide enough to allow inspection of installed utilities.
- 17.6.3.5. Hand trim excavations. Remove loose matter.
- 17.6.3.6. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- 17.6.3.7. Remove excavated material that is unsuitable for re-use from site.
- 17.6.3.8. Remove excess excavated material from site.

##### **17.6.4. PREPARATION FOR UTILITY PLACEMENT**

- 17.6.4.1. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Fill Type described in Geotechnical Report(s).
- 17.6.4.2. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- 17.6.4.3. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

##### **17.6.5. BACKFILLING**

- 17.6.5.1. Backfill to contours and elevations indicated using unfrozen materials.
- 17.6.5.2. Employ a placement method that does not disturb or damage other work.
- 17.6.5.3. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- 17.6.5.4. Maintain optimum moisture content of fill materials to attain required compaction density.
- 17.6.5.5. Slope grade away from building minimum 2 inches in 10 ft (50 mm in 3 m) , unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- 17.6.5.6. Correct areas that are over-excavated.
  - 17.6.5.6.1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- 17.6.5.7. Compaction Density Unless Otherwise Specified or Indicated:
- 17.6.5.8. Reshape and re-compact fills subjected to vehicular traffic.

##### **17.6.6. FIELD QUALITY CONTROL**

- 17.6.6.1. Quality Requirements, for general requirements for field inspection and testing.
- 17.6.6.2. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor"), ASTM D1557 ("modified Proctor"), or AASHTO T 180.
- 17.6.6.3. If tests indicate work does not meet specified requirements, remove work, replace and retest.

##### **17.6.7. CLEANING**

Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

## **18. FILL**

Filling, backfilling, and compacting for building volume below grade, footings, slabs-on-grade, paving, and site structures.

Backfilling and compacting for utilities outside the building to utility main connections.

Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

### **18.1. RELATED REQUIREMENTS**

- 18.1.1. Geotechnical report; bore hole locations and findings of subsurface materials.
- 18.1.2. Water Quality Management Plan
- 18.1.3. Cast-in-Place Concrete.
- 18.1.4. Grading: Removal and handling of soil to be re-used.
- 18.1.5. Grading: Site grading.
- 18.1.6. Excavation: Removal and handling of soil to be re-used.
- 18.1.7. Trenching: Excavating for utility trenches outside the building to utility main connections.

### **18.2. DEFINITIONS**

- 18.2.1. Finish Grade Elevations: Indicated on drawings.
- 18.2.2. Subgrade Elevations: Indicated on drawings.

### **18.3. REFERENCE STANDARDS**

- 18.3.1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN·m/m<sup>3</sup>)); 2012.
- 18.3.2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN·m/m<sup>3</sup>)); 2012.

### **18.4. SUBMITTALS**

- 18.4.1. Administrative Requirements, for submittal procedures.
- 18.4.2. Samples: 10 lb (4.5 kg) sample of each type of fill; submit in air-tight containers to testing laboratory.
- 18.4.3. Materials Sources: If applicable, submit name of imported materials source.
- 18.4.4. Compaction Density Test Reports.

### **18.5. DELIVERY, STORAGE, AND HANDLING**

- 18.5.1. When fill materials need to be stored on site, locate stockpiles where designated.
  - 18.5.1.1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
  - 18.5.1.2. Prevent contamination.
  - 18.5.1.3. Protect stockpiles from erosion and deterioration of materials.
  - 18.5.1.4. Reference WQMP Plan for further stockpile requirements.

### **18.6. PRODUCTS**

#### **18.6.1. FILL MATERIALS**

Reference Geotechnical Report(s) and Contract Drawings for fill materials required

#### **18.6.2. ACCESSORIES**

Vapor Retarder: Reference contract drawings and Geotechnical Report for specifics.

#### **18.6.3. SOURCE QUALITY CONTROL**

- 18.6.3.1. Where fill materials are specified by reference to a specific standard, testing of samples for compliance will be provided before delivery to site.
- 18.6.3.2. If tests indicate materials do not meet specified requirements, change material and retest.

### **18.7. EXECUTION**

#### **18.7.1. EXAMINATION**

- 18.7.1.1. Verify that survey bench marks and intended elevations for the Work are as indicated.
- 18.7.1.2. Identify required lines, levels, contours, and datum locations.

#### **18.7.2. PREPARATION**

- 18.7.2.1. Scarify and proof roll (as necessary) subgrade surface to a depth indicated on contract drawings to identify soft spots.
- 18.7.2.2. Cut out soft areas of subgrade not capable of compaction in place. Backfill with required fill per Geotechnical Report and Contract Drawings.
- 18.7.2.3. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- 18.7.2.4. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

#### **18.7.3. FILLING**

- 18.7.3.1. Fill to contours and elevations indicated using unfrozen materials.
- 18.7.3.2. Employ a placement method that does not disturb or damage other work.
- 18.7.3.3. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- 18.7.3.4. Maintain optimum moisture content of fill materials to attain required compaction density.
- 18.7.3.5. Slope grade away from building minimum 2 inches in 10 ft (50 mm in 3 m) , unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- 18.7.3.6. Correct areas that are over-excavated.



- 18.7.3.6.1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- 18.7.3.7. Reference Geotechnical Report and Contract Drawings for Compaction Density.
- 18.7.3.8. Reshape and re-compact fills subjected to vehicular traffic.
- 18.7.4. FIELD QUALITY CONTROL**
  - 18.7.4.1. Quality Requirements, for general requirements for field inspection and testing.
  - 18.7.4.2. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor"), ASTM D1557 ("modified Proctor"), or AASHTO T 180.
  - 18.7.4.3. If tests indicate work does not meet specified requirements, remove work, replace and retest.
- 18.7.5. CLEANING**
  - Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- 19. STORMWATER SPECIFICATIONS**
  - 19.1. PART 1 – GENERAL**
    - 19.1.1. DESCRIPTION**
      - 19.1.1.1. Work included –Contractor shall furnish all labor, materials, services, permits, insurance, and equipment which is specified, shown or reasonably implied for the compliance with the following laws and regulations:
        - 19.1.1.1.1. State Water Resources Control Board (SWRCB). "Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination Systems (NPDES) General Permit No. CAS000002, Stormwater Discharge Associated with Construction Activity and Land Disturbance Activities" ("Permit"), Amended by 2010-0014-DQ and 2012-006-DWQ.
        - 19.1.1.1.2. California Stormwater Quality Association (CASQA). "2015 CASQA Construction BMP Handbook – Construction", BMP Construction Information Fact Sheets.
        - 19.1.1.1.3. Stormwater Pollution Prevention Plan prepared under the supervision of Deering Volkmann Viola, DEA & Associates, dated 4/24/21. The project site is designated as a Risk 1 site.
    - 19.1.2. DEFINITIONS**
      - 19.1.2.1. ACTIVE AREA: Area where soil-disturbing work activities have occurred at least once within 15 days.
      - 19.1.2.2. CONSTRUCTION PHASE: Phase that includes the (1) demolition work being done on this site, including abatement, demolition of buildings, accessories and removal of trees; (2) waste or debris removal; (3) hydroseeding or mulching for final stabilization, and (4) the suspension phase for suspension of work activities or a winter shutdown. The construction phase starts at the start of job site activities and ends at Contract acceptance.
      - 19.1.2.3. INACTIVE AREA: Area where soil-disturbing work activities have not occurred within 15 days.
      - 19.1.2.4. QUALIFYING RAIN EVENT: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.
      - 19.1.2.5. RUN-ON: Water that originates off-site and flows onto the job site.
      - 19.1.2.6. STORM EVENT: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.
    - 19.1.3. SUBMITTALS**
      - 19.1.3.1. Training: For all employees and subcontractors who will be working at the job site, submit stormwater pollution training records as informational submittals. The records must include the training subjects and dates for the initial training, ongoing training, and tailgate meetings. Submit records for:
        - 19.1.3.1.1. Existing employees within 5 business days of Contract approval.
        - 19.1.3.1.2. New employees within 5 business days of receiving the training.
        - 19.1.3.1.3. Subcontractors' employees at least 5 business days before a subcontractor starts work.
      - 19.1.3.2. Materials: Submit manufacturer's information on materials used for the erosion control devices (BMPs) within 5 business days of Contract approval.
      - 19.1.3.3. Forms: Submit inspection report forms within 5 business days of Contract approval or use the current CASQA forms for monitoring reports.
      - 19.1.3.4. Other reports and forms, including REAP, forecasts, inspection reports, etc. shall be submitted to Owner routinely throughout contract.
      - 19.1.3.5. Name of Laboratory to be used for testing, which will be identified in the amended SWPPP

plan.

## **19.2. PART 2 – MONITORING**

### **19.2.1. MONITORING REQUIRED BY CONTRACTOR**

- 19.2.1.1. Weather Forecasts – Check weather daily. Submit weather forecasts weekly. The WQM should daily consult the National Oceanographic and Atmospheric Administration (NOAA) for the weather forecasts. Submit forecasts to HACSB weekly.
- 19.2.1.2. Rain Event Action Plan – Prepare and submit a rain event action plan (REAP) at least 48 hours before a forecasted storm event if the NOAA predicts a storm event with at least a 50 percent probability of precipitation within 72 hours. REAP includes:
- Site Address;
  - Risk Level - 1;
  - Site Stormwater Manager Information including the name, company and 24-hour emergency telephone number;
  - Erosion and Sediment Control Provider information including the name, company and 24-hour emergency telephone number;
  - Stormwater Sampling Agent information including the name, company, and 24-hour emergency telephone number;
  - Activities associated with each construction phase;
  - Trades active on the construction site during each construction phase;
  - Trade contractor information; and
  - Recommended actions for each project phase.
- Contractor shall have the REAP at the job site at least 24 hours before a forecasted storm event. For a project that requires a REAP, implement the plan, including crew mobilization, at least 24 hours before precipitation occurs.
- Contractor shall retain a printed copy of each REAP at the job site as part of the SWPPP. Submit REAP to HACSB at least 24 hours before a forecasted storm event.
- 19.2.1.3. Weekly, Pre-, During and Post- Storm Inspections – The HACSB's QSP Inspector will complete inspections and submit reports routinely. Pre- Storm Inspections shall be done within 24 hours of forecasted qualifying event. During Storm Inspections shall be done daily during qualifying events. Post-Storm Inspections shall be completed within 24 hours of the end of a qualifying event. Inspections required include:
- Visual inspections of Best Management Practices (BMPs);
  - Visual monitoring of the site related to qualifying storm events;
  - Visual monitoring of the site for non-stormwater discharges;
  - Sampling and analysis of construction site runoff for pH and turbidity;
  - Sampling and analysis of construction site runoff for non-visible pollutants when applicable; and
  - Sampling and analysis of non-stormwater discharges when applicable.
- 19.2.1.4. Submit signed inspection forms to HACSB within 48 hours of inspection.
- 19.2.1.5. Contractor is responsible for Daily Inspections – Check for:
- Comply with all aspects of the approved SWPPP Plan by the State Waterboard and erosion control measures per plans.
  - Oil, gas or other leaks from equipment
  - Leaks at connection to water source
  - Dust or litter on streets
  - Waste bins and stockpiles covered at end of each work shift.
- 19.2.1.6. Notification – Contractor to notify the Owner within 6 hours whenever:
- Discharges into receiving waters or drainage systems are causing or could cause water pollution.
  - A written notice or order for the project from the RWQCB or any other regulatory agency is received.

## **19.3. PART 3 – NUMERIC ACTION LEVEL**

### **19.3.1. SAMPLING**

- 19.3.1.1. See Sampling Plan of SWPPP.
- 19.3.1.2. Assign trained personnel to collect water quality samples. The personnel must comply with the equipment manufacturer's instructions for the collection of samples, analytical methods, and equipment calibration.
- 19.3.1.3. Samples taken for laboratory analysis must comply with water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants.
- 19.3.1.4. For a risk level 2 or risk level 3 project, take samples for pH and turbidity from representative



and accessible locations upstream and downstream of the discharge point. For multiple discharge points, obtain samples from a single upstream and a single downstream location.

**19.3.2. EXCEEDANCE REPORTS**

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

19.3.2.1. Field sampling results and inspections, including:

- Analytical methods, reporting units, and detection limits
- Date, location, time of sampling, visual observations, and measurements
- Quantity of precipitation from the storm event

19.3.2.2. Description of WPC practices and corrective actions taken to manage exceedance of the NAL

**19.4. PART 4 – TRAINING**

19.4.1. Employees must receive initial WPC training before starting work at the job site.

19.4.2. Contractors' project managers, supervisory personnel, subcontractors, and employees involved in WPC work will:

19.4.2.1. Provide stormwater training in the following subjects:

- 19.4.2.1.1. WPC rules and regulations
- 19.4.2.1.2. Implementation and maintenance of:
  - Temporary soil stabilization
  - Temporary sediment control
  - Tracking control
  - Wind erosion control
  - Material pollution prevention and control
  - Waste management
  - Nonstormwater management

19.4.2.2. Conduct weekly training meetings covering:

- 19.4.2.2.1. Deficiencies and corrective actions for WPC practices
- 19.4.2.2.2. WPC practices required for work activities during the week
- 19.4.2.2.3. Spill prevention and control
- 19.4.2.2.4. Material delivery, storage, usage, and disposal
- 19.4.2.2.5. Waste management
- 19.4.2.2.6. Nonstormwater management procedures

19.4.3. Training for personnel who collect water quality samples must include:

- 19.4.3.1. Review of the sampling and analysis plan.
- 19.4.3.2. Health and safety review
- 19.4.3.3. Sampling simulations

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

**19.5. PART 5 – IMPLEMENTATION**

19.5.1. Manage work activities to prevent or reduce the discharge of pollutants off site.

19.5.2. Contract to assign a Water Pollution Control Manager (WPC Manager) to implement SWPPP.

19.5.2.1. Qualifications – WPC Manager must be a QSD or QSP.

19.5.2.2. Responsibilities – The WPC Manager must:

- 19.5.2.2.1. Be the primary contact responsible for WPC work
- 19.5.2.2.2. Oversee WPC work, including:
  - Maintenance of WPC practices
  - Inspections of WPC practices identified in the SWPPP or WPCP
  - Inspections and reports for visual monitoring
  - Preparation and implementation of the REAPs.
  - Sampling and analysis and preparation and submittal of NAL exceedance reports
  - Submittal of notice of discharge forms
- 19.5.2.2.3. Oversee and enforce hazardous waste management practices including spill prevention and control measures
- 19.5.2.2.4. Have the authority to:
  - Mobilize crews to make immediate repairs to WPC practices
  - Stop construction activities damaging WPC practices or causing water pollution
- 19.5.2.2.5. Ensure that all employees have current WPC training and provide training if collecting water quality samples is delegated
- 19.5.2.2.6. Implement the authorized SWPPP or WPCP
- 19.5.2.2.7. Revise the SWPPP or WPCP if required
- 19.5.2.2.8. Be at the job site within 2 hours of being contacted

- 19.5.3. Rain Gauge
  - 19.5.3.1. Install –HACSB's QSP shall install 1 rain gauge on the project site.
    - 19.5.3.1.1. Locate the gauge in an open area away from obstructions such as trees or overhangs.
    - 19.5.3.1.2. Mount the gauge on a post at a height of 3 to 5 feet with the gauge extending several inches beyond the post.
    - 19.5.3.1.3. Make sure that the top of the gauge is level.
    - 19.5.3.1.4. Make sure the post is not in an area where rainwater can indirectly splash from sheds, equipment, trailers, etc.
  - 19.5.3.2. Read and Record – Contractor will be responsible for the following activities:
    - 19.5.3.2.1. The rain gauge(s) shall be read daily during normal site scheduled hours. The rain gauge should be read at approximately the same time every day and the date and time of each reading recorded. Follow the rain gauge instructions to obtain accurate measurements.
    - 19.5.3.2.2. Log rain gauge readings on approved form or CASQA form. Submit form to HACSB weekly.
    - 19.5.3.2.3. Once the rain gauge reading has been recorded, accumulated rain shall be emptied and the gauge reset, unless an automated recording rain gauge is used. If automated recording rain gauge is used, follow rain gauge instructions.
- 19.5.4. Sampling and Analysis Plan - See SWPPP Section for sampling locations and sampling plan. A copy of the SWPPP will be kept on-site.
  - 19.5.4.1. This project is not required to collect samples or conduct visual observations (inspections) under the following conditions:
    - 19.5.4.1.1. During dangerous weather conditions such as flooding and electrical storms.
    - 19.5.4.1.2. Outside of scheduled site business hours.
  - 19.5.4.2. The most effective way to avoid sampling and analysis requirements is to avoid the exposure of demolition materials to precipitation and stormwater run-off or run-on. A clean site is critical to limiting exposure.
- 19.5.5. . Record Keeping – See SWPPP for requirements

**20. ADDITIONAL SCOPE OF WORK PER ADDENDUM NO. 1 (Requirements require per Addendum No. 1 include but are not limited to the following):**

- a. SWPPP Specifications are amended to reference the SWPPP report issued by David Evans Associates. The SWPPP requires the application of hydraulic mulch to all portions of the site that are not stabilized upon completion of work to the satisfaction of the Owner and the Owner's QSP consultant. The hydraulic mulch product will be Wood Fiber Matrix (WFM) applied at a minimum of 2,500 pounds per acre and EarthBound Dry at 5 gallons per acre.
- b. Removal of the existing sewer main and laterals either at or above 5' in depth or to back of curb for the existing streets, whichever is further.
- c. Full height masonry wall & footing along Lugonia Avenue to remain.
- d. Site clearing of small plants providing ground cover is not required. Care shall be exercised to preserve vegetation beyond the limits of areas where grading and demolition are required under the Contractor's scope of work. All trees, tree trunks, root bulbs, shrubs, and plants will be removed.
- e. Contractor, upon completion and acceptance of all work, will leave all site BMP's and erosion control measures in place for the benefit of the Owner.
- f. Contractor is responsible to keep Delaware Street clean at all times during the course of its work. This includes the provision of continual cleanup services whenever necessary. Road sweeping and vacuuming will occur during soil hauling and as necessary to keep street surfaces clear of soil and debris. Washing of sediment tracked onto streets into storm drains will not be permitted.
- g. Existing chain-link fence must be relocated, as necessary for completion of all work, at Contractor's expense. Contractor will provide additional chain-link fence where necessary to properly secure the site. Chain-link fence to remain onsite after completion of all work. The Owner will assume any rental

costs for the fence only upon completion and acceptance of all work by the Contractor. Contractor will install windscreen on any existing and new chain-link fencing enclosing the project site.

- h. The following **Add-Alternates** will be included with the Contractor's bid:
- i. a. Removal of all existing sewer mains and laterals, including lines below 5' in depth. The Add-Alternate for removal of the existing Full Height wall is no longer required. Bidders are not required to provide a price for this item, which was included in the original IFB documents
- j. Successful bidder must include all property owners as additionally insured parties under its insurance policy. A waiver of subrogation will also be provided for worker's compensation to all property owners.

**2.22** Addendum No. 2 includes, but is not limited to the following requirements:

## **ADDENDUM #2 - IFB PC1215 Valencia Grove Phase II Site Demolition**

Housing Authority of The County of San Bernardino

Q & A for Project Valencia Grove Phase II Site Demolition & Erosion Control Services (IFB PC1215)

Issued on 04/15/2021

Bid Due on May 18, 2021 10:00 AM (PDT)

Exported on 05/06/2021

<b>Submit Date</b>	<b>Question</b>	<b>Answer</b>	<b>Release Date</b>
04/19/2021 10:20:56 AM	Just wanted to clarify if a B license-only contractor that sub out trade C21 & C12, can bid on the project?	Yes, a B licensed contractor could bid on the project, so long as they and their subcontractor(s) can fulfill all the required work.	5/7/2021
04/29/2021 9:02:37 PM	To self perform ALL work is it required to hold a C-21 (demolition) AND a C-12 License (Paving and Grading)? Because according to the Addendum 1, you only need one of the two to self perform all the work.	No, a contractor does not have to hold both a C-12 and C-21 license to self-perform work. However, a contractor must have an appropriate license for all work that it wishes to self-perform.	5/7/2021
04/30/2021 2:35:23 PM	What is the process to abandon the sewer manholes?	All sewer manholes must be fully removed and disposed of by contractor. There are 2 manholes that are to remain. Please see the attached drawing, which clearly calls out the location of this manhole. There are as-built record drawings of the existing sewer system that are included with the IFB documents for reference. These may provide	5/7/2021

04/30/2021 2:36:12 PM	When turning off the water, can we cut off the whole site in order to cap the utilities, or is it individual shut off?	additional information regarding the locations of existing sewer system and manholes. Bidders are responsible to verify actual quantities based on the current condition of the site. Water can be shut off for the entire demolition project site that is located East of 6th Street. Water to the adjacent apartment units, however, cannot be shut off at any time without the Owner's prior written consent. These buildings are owned by a separate legal entity.	5/7/2021
05/04/2021 8:55:30 AM	Please provide information about the existing gas lines including any environmental reports that might be available.	The existing gas lines have not yet been tested for hazardous materials. Bidders should provide a proposal based on information contained in the plans and other bid documents.	5/7/2021
05/04/2021 8:56:17 AM	Is the site going to be balanced in order to meet the design flow per the provided plans?	The bid documents require minor grading as necessary to assure proper drainage of the site per plans. Minor grading per plans should not require export of existing soils.	5/7/2021
05/04/2021 8:57:17 AM	Please provide an specific location for the cut and cap of the existing waterline that needs to be removed.	Please review the demolition plans, which show the approximate location where the existing water lines are to be capped. Water lines that are to remain must be protected in place by contractor throughout the course of the contractor's work.	5/7/2021
05/04/2021 9:00:00 AM	Please provide an specific location for the cut and cap of the existing sewer line that needs to be removed.	Please review the demolition plans, which show the approximate location where	5/7/2021

		the existing sewer lines are to be capped. Sewer lines that are to remain must be protected in place by contractor throughout the course of the contractor's work.	
05/04/2021 9:26:37 AM	Please provide an specific for the water source that will be required for this project.	The contractor is responsible to furnish water for all work require under this IFB. The demolition drawings show the approximate location where the existing water lines are to be capped. The contractor can request permission from the Owner to install a meter at one of these locations.	5/7/2021
05/04/2021 9:28:21 AM	Will a water meter be provided by the project's owner or the contractor should account for this cost on their proposal.	The contractor will be responsible to provide a water meter and will pay for all associated expenses.	5/7/2021
Emailed Question	Can you please confirm that an A Licensed prime contractor with a C-12 subcontractor meets all the licensing requirements for this job?	An A licensed contractor (general engineering contractor) could bid on the project and self-perform the demolition work of the remaining foundations, so long as they and their subcontractor(s) can fulfill all the required work.	5/7/2021
Revisions: Davis Bacon Wage Determination Posted as an attachment - Updated Attachment K	Updated Davis Bacon Wage Determination - New Mod 8	5/7/2021	

**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. 11/30/2023)

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control 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 Terms and Conditions (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 words 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

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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 no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

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

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

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

## 29. Changes

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



- (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

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

### 39. Equal Employment Opportunity

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

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

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, 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, 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 that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) 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 will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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).

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#### 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.



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#### 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

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

6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.
7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.
8. **INSPECTION, ACCEPTANCE AND REJECTION:**
- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
  - b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
  - c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
  - d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
  - e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.
9. **SAMPLES:**
- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
  - b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.
- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
  - b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.
11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.
13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

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

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

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

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

- b. General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

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

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.
- d. Pollution Environmental Impairment, and/or Asbestos Pollution Liability coverage in the amount of Five hundred thousand and No/100 Dollars (\$500,000.00) (only applies to abatement contractor).

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

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

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

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

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
- b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

**16. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California 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 AND RELATED ACTS:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5). Contractor must also comply with the Copeland Act (40 U.S.C. 3145 et seq.), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <https://www.wdol.gov/>. As required by 29 C.F.R. § 5.5 Contractor shall comply with the following and Contractor shall include the provisions of this clause (identified in italics for easier reference) in all subcontracts to perform work under this Agreement.

1) *Minimum wages.*

*(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.*

*(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*

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

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

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

*(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

*(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the*

questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide



addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

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

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

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the 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 classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of [Executive Order 11246](#), as 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 contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) *Compliance with Davis–Bacon and Related Act requirements.* All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) *Certification of eligibility.*

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 24 above.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to incorporate into any subcontract for work on this Project the Equal Employment Opportunity Certification contained in Attachment G (see 41 C.F.R. § 60-1.4(b)) and that Contractor's signature on the contract with HACSB is a signature on the Equal Employment Opportunity Certification.
27. **NONDISCRIMINATION CLAUSE:**
- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
  - b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against

Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Cal. Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a) to inform employees about all of the following:
    - i. the dangers of drug abuse in the workplace;
    - ii. the person's or organization's policy of maintaining a drug-free workplace;
    - iii. any available counseling, rehabilitation and employee assistance programs; and,
    - iv. penalties that may be imposed upon employees for drug abuse violations.
30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with California Public Contract Code section 12200 et seq., in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of California Public Contract Code section 12209.
31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 CFR Part 5).
33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$150,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$150,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401 et seq.), section 508 of the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R.).
36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it is a holder of a California seller's permit issued pursuant to Article 2 (commencing with [Section 6066](#)) of Chapter 2 of Part 1 of Division 2 of the Revenue and Taxation Code, or is a holder of a certificate of registration issued pursuant to [Section 6226 of the Revenue and Taxation Code](#). Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
37. **DOMESTIC PARTNERS:** For agreements over \$150,000, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

## EXHIBIT "D"

### WORK AUTHORIZATION

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. PC1215

**Schedule Dates:**

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**Total Contract Cost: \$461,000.00**



## EXHIBIT "E"

### PERFORMANCE – PAYMENT BOND

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

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided 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 (including all persons named in California Civil Code section 9100), or amounts due under the California unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and subcontractors, and in full conformance with the Contract Documents, then this obligation shall be void; otherwise to remain in full force and effect.

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

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

**[END – SIGNATURES FOLLOW NEXT PAGE]**

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

“PRINCIPAL”

\_\_\_\_\_  
(Principal) Secretary

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address – Zip Code)

“SURETY”

\_\_\_\_\_  
(Surety) Secretary

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ITS: Attorney-in-Fact

(Seal)

\_\_\_\_\_  
(Address – Zip Code)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address – Zip Code)

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

**EXHIBIT "F"**

**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 “G”**

**DAVIS-BACON ACT (DBA) WAGE DETERMINATION  
GENERAL DECISION NUMBER: CA20210017 04/23/2021 MOD8**

"General Decision Number: CA20210017 04/23/2021

Superseded General Decision Number: CA20200017

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/12/2021
6	03/05/2021
7	03/19/2021
8	04/23/2021

ASBE0005-002 07/06/2020

Rates Fringes

Asbestos Workers/Insulator  
(Includes the application of  
all insulating materials,  
protective coverings,  
coatings, and finishes to all  
types of mechanical systems).....\$ 45.39 23.74  
Fire Stop Technician

(Application of Firestopping  
Materials for wall openings  
and penetrations in walls,  
floors, ceilings and curtain  
walls).....\$ 28.92 18.73

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ASBE0005-004 07/01/2019

	Rates	Fringes
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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
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\* BRCA0004-001 05/01/2020

	Rates	Fringes
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Bricklayer; Marble Setter		
Los Angeles County.....	\$ 41.53	19.48
Orange County.....	\$ 41.39	18.95
Riverside & San Bernardino Counties.....	\$ 41.48	18.63
Ventura County.....	\$ 41.39	18.81

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

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BRCA0004-004 11/01/2019

IMPERIAL

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 49.50	18.15
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\* BRCA0004-009 05/01/2020

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....	\$ 41.83	17.51
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\*The wage scale for prevailing wage projects performed in  
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine  
Palms, Needles and 1-15 corridor (Barstow to the Nevada  
State Line) will be Three Dollars (\$3.00) above the  
standard San Bernardino/Riverside County hourly wage rate

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BRCA0018-001 06/01/2019

	Rates	Fringes
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MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65

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BRCA0018-002 06/01/2019

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

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BRCA0018-003 06/01/2019IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &  
VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

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BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

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CARP0409-003 07/01/2019

	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...	\$ 29.97	13.53
Stocker/Scrapper.....	\$ 18.02	8.37
(2) All other Work		
Drywall Installer/Lather...	\$ 50.35	13.53
Stocker/Scrapper.....	\$ 18.02	8.37

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CARP0409-004 07/01/2019Work on wood frame single family homes and apartments up to and  
including 4 stories:

	Rates	Fringes
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

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 CARP0409-009 01/01/2019

	Rates	Fringes
Modular Furniture Installer.....	\$ 19.85	6.66

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\* ELEC0011-003 12/28/2020

LOS ANGELES

	Rates	Fringes
ELECTRICIAN (does not include fire alarm, hold-up alarm, burglar alarm and surveillance systems).....	\$ 30.00	3%+6.80

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ELEC0011-006 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 41.52	3%+14.33
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.

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 ELEC0413-002 09/01/2020

SANTA BARBARA COUNTY

	Rates	Fringes
Electricians.....	\$ 34.00	3%+3.50

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

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ELEC0413-004 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
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## Communications System

Installer.....	\$ 39.07	3%+14.21
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SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

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

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

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ELEC0440-002 12/28/2020

## RIVERSIDE

	Rates	Fringes
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ELECTRICIAN.....	\$ 46.75	3%+23.67
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ELEC0440-005 12/28/2020

## COMMUNICATIONS AND SYSTEMS WORK

## RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
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## Communications System

Installer.....	\$ 37.60	3%+15.84
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.

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 ELEC0441-002 03/01/2021

## ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 29.77	9.74

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ELEC0477-003 12/28/2020

## SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	3%+7.80

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ELEC0569-003 08/31/2020

## IMPERIAL

	Rates	Fringes
ELECTRICIAN 1 to 3 Stories.....	\$ 35.74	7.68

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ELEC0639-002 03/01/2017

## SAN LUIS OBISPO

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

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ELEC0639-003 12/01/2019

## COMMUNICATIONS AND SYSTEMS WORK

## SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System Installer.....	\$ 36.72	14.76
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.

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ELEC0952-002 12/28/2020

VENTURA

	Rates	Fringes
CABLE SPLICER		
All work within 32 road miles or less from the nearest base point.....	\$ 46.75	28.55
ELECTRICIAN		
All work within 32 road miles or less from the nearest base point.....	\$ 42.50	28.43

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

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ELEC0952-004 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

	Rates	Fringes
Communications System		
Installer.....	\$ 39.82	14.78
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.

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ELEV0008-004 01/01/2021

SAN LUIS OBISPO



	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

## FOOTNOTE:

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

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ELEV0018-004 01/01/2021

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

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

## 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.

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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 oepreator (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 (guniting 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)

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IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

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

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LAB00220-003 07/01/2019

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

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

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LAB00220-006 07/01/2020

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB00300-002 07/01/2020

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB00300-004 07/01/2019

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

## 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

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LAB00300-006 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

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

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LAB00300-007 07/01/2020

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing		
(Chain Link or Wood),		
Landscaping.....	\$ 34.91	17.79
(2) All Other Work.....	\$ 35.91	17.79

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LAB00585-002 07/01/2019

Residential, 4 Stories

VENTURA COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

## 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

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LAB00585-004 07/01/2020

VENTURA COUNTY

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB00652-002 07/01/2019

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
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## LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

## 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

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LAB00652-004 07/01/2020

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB00783-003 07/01/2019

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09

GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

## 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

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LAB00783-006 07/01/2020

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

## 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

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LAB01184-003 07/01/2019

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

## 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

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LAB01184-005 07/01/2020

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

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LAB01414-002 08/05/2020

	Rates	Fringes
Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer....	\$ 34.03	21.01
Plaster Tender.....	\$ 36.58	21.01
Laborers: (4 Stories)		
Plaster Clean-up Laborer....	\$ 34.03	21.01
Plaster Tender.....	\$ 36.58	21.01

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

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

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

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PAIN0036-005 07/01/2019

	Rates	Fringes
PAINTER (including lead abatement)		
Imperial, Los Angeles, Orange, Riverside & San Bernardino		
(1) Repaint.....	\$ 28.59	15.97
(2) All other work.....	\$ 32.12	16.09
(3) Journeyman & Industrial.....	\$ 34.02	16.49

San Luis Obispo, Santa  
Barbara & Ventura

(1) Repaint.....	\$ 25.40	15.87
(2) All other work.....	\$ 30.04	16.03
(3) Journeyman & Industrial.....	\$ 34.02	16.49

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PAIN0036-011 10/01/2020

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

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 27.11	17.51

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PAIN0036-014 10/01/2020

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

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PAIN0036-018 01/01/2020

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

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

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.

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PAIN0036-020 01/01/2021

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

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PAIN0169-007 06/01/2020

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

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PAIN1247-003 01/01/2021

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

	Rates	Fringes
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SOFT FLOOR LAYER.....\$ 38.75 14.03

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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

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PLAS0500-003 07/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 38.50 25.91

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PLUM0016-011 09/01/2020

Rates Fringes

PLUMBER/PIPEFITTER

Residential.....\$ 41.62 20.63

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PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

Rates Fringes

REFRIGERATION MECHANIC

Refrigeration Fitter.....\$ 45.50 21.65

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PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 35.30 24.10

Sewer & Storm Drain Work....\$ 39.39 21.48

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ROOF0036-001 09/15/2020

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

Rates Fringes

Rofer.....\$ 38.74 17.42

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.

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ROOF0045-003 03/01/2021

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 36.25	9.49
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SFCA0669-005 01/01/2021		

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.....	\$ 39.83	26.23
Area 2.....	\$ 38.95	26.15
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SFCA0709-002 01/01/2021		

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.....	\$ 48.71	29.15
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SHEE0105-001 01/01/2020		

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
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## SHEET METAL WORKER

AREA 1.....	\$ 27.47	10.42
AREA 2.....	\$ 29.54	19.09

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SHEE0206-003 07/01/2020

## IMPERIAL

	Rates	Fringes
Sheet Metal (TECHNICIAN).....	\$ 30.51	9.49
SHEET METAL WORKER.....	\$ 40.62	29.55

## SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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SHEE0273-001 08/01/2020

## SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.87	31.15

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

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TEAM0011-001 07/01/2020

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 33.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

## 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

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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](http://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)).

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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.

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#### 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**

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

**Contract with Nan McKay and Associates, Inc. for Case Management Services**

## **RECOMMENDATION(S)**

1. Award case management services contract to Nan McKay and Associates, Inc., in an amount not to exceed \$175,000, for a term of six months beginning on or around August 2021 with options to extend the contract four single-year extensions through January 2026.
2. Implement contract for case management services subject to meet and confer with union.
3. Authorize and direct the Executive Director to execute and deliver any related documents, 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 live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

This item is not expected to exceed \$175,000 through January 31, 2022, which is included in the Housing Authority of the County of San Bernardino (HACSB) approved fiscal year 2020-2021 budget and is included in the fiscal year 2021-2022 recommended budget. The source of funds are one time CARES Act funds, which currently go through December 31, 2021.

## **BACKGROUND INFORMATION**

HACSB administers over 11,000 housing vouchers between its Moving to Work (MTW) and Special Purpose Programs funded by the United States Department of Housing and Urban Development (HUD). Administering these vouchers require a variety of staff to process the HUD required paperwork including applications, re-certifications, compliance, and overall customer service. Due to the challenges of continued funding cuts to the administrative fee for the Housing Choice Voucher (HCV) program as well as an increase of staff on temporary leave for various reasons, these challenges have created a need for temporary support in staff workloads. Approval of this item will provide additional support to the Housing Services Department and provides a creative solution in aiding staff workloads amid the ongoing funding cuts and staff capacity challenges.

## **PROCUREMENT**

The Procurement and Contracts Department advertised a "Request for Proposal" (RFP) for Housing Choice Voucher (HCV) Case Management Services (RFP PC1223) on May 4, 2021 which resulted in the receipt of three proposals. Outreach efforts included email invitations via Planet Bids, our eBidding website to four vendors as well as posting on the agency's external website. The proposals were evaluated per the requirements of the RFP. Nan McKay and

Contract with Nan McKay and Associates, Inc. for Case Management Services  
July 13, 2021

Associates, Inc. was deemed the most responsive, reasonably priced, and determined qualified to provide this service to HACSB.

<b>Responses were received by the deadline from the following organizations:</b>		
<b><u>Firm:</u></b>	<b><u>Location:</u></b>	<b><u>Evaluation Score:</u></b>
Allstar Health Providers, Inc.	Rancho Cucamonga, CA	94
Nan McKay and Associates, Inc.	El Cajon, CA	259
Quadel Consulting and Training, LLC	Indianapolis, IN	191

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 Case Management Services to Nan McKay and Associates, Inc. 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 to complete the transaction.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 2, 2021.

**THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION)** ("Agreement") (PC1223) is made as of the **1st day of August, 2021** ("Effective Date") by and between **Nan McKay and Associates, Inc. ("Contractor")**, a Limited Liability Corporation (if applicable) 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), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Work Authorization, attached hereto as Exhibit "D" and incorporated herein by reference.
4. 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 **six (6) month base period**, beginning on or about **August 1, 2021** and expiring on **January 31, 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, which term may be extended **for up to four (4) single-year extension options**. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement for up to an additional four single-year terms. 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 **February 1, 2022** and expire no later than **January 31, 2026**. 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 **One Hundred Seventy-Five Thousand and 00/100 Dollars (\$175,000.00)** for the provision of work per the fee schedule **for the six (6) Month base period.** Details defined in Exhibit A – Statement of Work – 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 venture, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, HACSB or corporations affiliated with HACSB, other than as expressly herein provided. 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 and no more than monthly 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.
- i. Payments for all any and all invoices or other obligations are satisfied electronically through the Automated Clearing House (ACH) system. The Contractor hereby authorizes the HACSB to initiate payment electronically to any bank account maintained by the contractor wherever located. Contractor shall promptly comply with directions and accurately complete forms provided by HACSB required to process ACH payments.

**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 sole negligence or willful misconduct of HACSB, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. 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](mailto:alardapide@hacsb.com)

**If to Contractor:**

Sarah Quinn, Vice President of Operations  
Nan McKay and Associates, Inc.  
1810 Gillespie Way, Suite 202  
El Cajon, CA 92020  
[sales@nanmckay.com](mailto:sales@nanmckay.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 any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**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 Contractor, or by any subcontractor under Contractor, 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)**  
**PC1223 – HCV Case Management Services**

**IN WITNESS WHEREOF**, HACSB and Contractor have entered into this Agreement as of the Effective

Date: \_\_\_\_\_

**Nan McKay and Associates, 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 – Statement of Work

The Housing Authority of the County of San Bernardino (HACSB) currently administers over 11,000 vouchers through various programs. The program type and associated count of vouchers administered is as follows:

Program	Baseline*
MTW Vouchers (includes FUP, NED, RAD, and PBV)	9,853
HUD-VASH	629
Mainstream	372
HOPWA	62
Continuum of Care	286

\*Current programs and baseline are subject to change. Additionally, the number of households assisted may differ from the baseline.

HACSB's jurisdiction for administering housing choice vouchers is the entire county of San Bernardino. The vouchers are administered through three geographically based offices due to the size of the jurisdiction.

In light of recently awarded additional allocations of special purpose vouchers and a potential award of emergency housing vouchers through the recently passed Covid Stimulus Package, Contractor shall assist with conducting case management for participants. HACSB is a Moving to Work (MTW) Housing Authority and as such with HUD approval has modified various administrative functions including but not limited to intervals between recertifications, rent calculation methodology and has even instituted term limits on vouchers. The duties to be performed by Contractor related to case management are identified as the following:

1. Intake and eligibility of applicants. This includes reviewing and determining applicant eligibility per HACSB requirements, determining rent portion, conduct briefings, processing Request for Tenancy Approval, collecting landlord information, generating contract, collecting lease and contract signatures, and populating the participant information in Yardi Voyager.
2. Re-certification of participants. This task includes the scheduled biennial and triennial recertifications and interim recertifications as needed. Process would include conducting all information and document collection and rent calculation to recertify program participants for continued occupancy in their respective program. This also includes population of appropriate information in the Yardi Voyager system.
3. Customer service as needed, including taking client questions, problem resolution and follow up on service items as needed.
4. Compliance procedures including periodic file review for completeness and accuracy and to follow up on program violations and complaints.
5. Attend periodic meetings with the assigned HACSB supervisor for the applicable office and other staff meetings and agency trainings as necessary.

Contractor shall at all times during the term of this Agreement possess the infrastructure to be able to take on more case management files as needed and with minimal notice. Furthermore, Contractor must train its staff on HACSB's policies on the Housing Choice Voucher program which are documented in the Administrative Plan and Moving to Work (MTW) plan. Both plans are available for review on the agency's website at [www.hacsb.com](http://www.hacsb.com). Contract staff must possess a Housing Specialist Certification and the certification must be renewed at least every three years. Contractor's staff must have knowledge of the Housing Choice Voucher Program. Knowledge of Continuum of Care and Special Purpose Voucher Programs, such as VASH, Mainstream, Emergency Housing Vouchers, and Housing Opportunities for Persons with AIDS is preferred. HACSB has transitioned to an online portal system for clients to submit information related to initial eligibility and the recertification process. As such, Contractor shall utilize the portal for said tasks. However, Contractor must be able to receive documents by email and mail for clients that are unable to access the portal or to comply with reasonable accommodation requests.

#### Statement of Work – Fee Schedule:

Remote Service	Cost
Full case management <i>Includes annual reexaminations, interim reexaminations, contract rent increases, rent reasonableness, EIV reporting &amp; follow-up, PIC corrections &amp; reporting, and call center services.</i>	\$175.00 per case <i>Monthly invoicing is based on the total number of cases divided by twelve (12).</i>
Annual reexaminations*	\$110.00 per transaction
Interim reexaminations*	\$85.00 per transaction
Contract rent increases* <i>Includes rent reasonableness.</i>	\$85.00 per transaction
Rent reasonableness*	\$38.50 per transaction
Eligibility determination	\$96.00 per transaction
New admissions leasing	\$110.00 per transaction
Moves processing	\$110.00 per transaction
EIV reporting & follow-up*	\$65 per hour
PIC corrections & reporting*	\$65 per hour
Terminations (Code 6)	\$65 per transaction
Two-Year Tool (TYT) projections	\$65 per hour
Waitlist purge	\$50 per hour
Call center*	\$29.09 per hour



**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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**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 \$150,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will 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 by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will 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/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government 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, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) 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 will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## **18. 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.

## **19. 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.

## **20. 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.

## **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## **22. 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) 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
- (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; HACSB listed as Additional Insured on an attached endorsement. 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 included on an attached endorsement for 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. Errors and Omissions Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or:
- e. Professional Liability: \$1,000,000; per occurrence and aggregate.

- f. 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 un-copyrighted 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**

### **Work Authorization**

**Schedule Dates:**

Start Date: August 1, 2021

Completion Date: January 31, 2021

**Total Contract Cost: \$175,000.00 and per the Fee Schedule Located in Exhibit A**

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Schedule Requirements – Statement of Work (“Exhibit A”)

General Conditions for Non-construction work (“Exhibit B”)

Additional General Provisions (“Exhibit C”)

Work Authorization (“Exhibit D”)

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

Memorandums of Understanding with the County of San Bernardino's Department of Behavioral Health for the Continuum of Care Grants

## **RECOMMENDATION(S)**

1. Approve seven non-financial Memorandums of Understanding with the County of San Bernardino's Department of Behavioral Health for the Continuum of Care grants, which Memorandums of Understanding address the provision of in-kind case management services to participants in the following seven separate programs:
  - a. Project Gateway program
  - b. Laurelbrook Estates program
  - c. Cornerstone program
  - d. Whispering Pines program
  - e. New Horizon program
  - f. Lantern Woods program
  - g. Stepping Stones program
2. Authorize and direct the Executive Director to execute and deliver Memorandum of Understanding for each Continuum of Care grant to the County of San Bernardino, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
3. Authorize and direct the Executive Director to execute and deliver annual renewals of the Memorandum of Understanding for each Continuum of Care grant upon grant renewal to the County of San Bernardino, 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 Memorandums of Understanding with the County of San Bernardino's Department of Behavioral Health (DBH) are in-kind and as such do not have a financial impact on the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

## **BACKGROUND INFORMATION**

HACSB receives the United States Department of Housing and Urban Development's (HUD) Continuum of Care (CoC) funding to serve chronically homeless persons in the county through permanent supportive housing assistance and case management. HACSB provides rental subsidies and administers the housing assistance while DBH provides families with case

management and other supportive service referrals. The partnership provides a wide range of services to support the housing stability of families to prevent a return to homelessness. There are more than 286 families currently participating in this program encompassing seven ongoing CoC grants.

CoC grants require an in-kind match of 25 percent of the grant amount. The matching requirement is met through the supportive services provided by DBH. HACSB and DBH executed an MOU on August 6, 2005 for CoC program supportive services. However, this year HUD is requiring grantees to provide an updated MOU for the in-kind match prior to sending out the CoC grant agreements. HUD is also requiring a separate MOU for each grant where an in-kind match will be used. Each MOU must reference the CoC grant number and term. The grant number changes annually. Therefore, a new MOU for each grant with an in-kind match will be required to be executed annually. As such, staff is requesting authorization to execute annual renewals of the MOUs.

Grant Name	Grant Number	Grant Term
Project Gateway*	CA0878L9D092006	03/01/21 – 02/28/22
Laurelbrook Estates*	CA0876L9D092006	05/01/21 – 04/30/22
Cornerstone	CA1138L9D092005	10/01/21 – 09/30/22
Whispering Pines	CA1140L9D092005	10/01/21 – 09/30/22
New Horizon	CA1223L9D092008	11/01/21 – 10/31/22
Lantern Woods	CA1018L9D092005	12/01/21 – 11/30/22
Stepping Stones	CA0816L9D092012	01/01/22 – 12/31/22

\*retroactive start dates

#### **PROCUREMENT**

Not applicable

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2021.

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**March 1, 2021 – February 28, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA0878L9D092006; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Project Gateway Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Project Gateway Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Project Gateway Continuum of Care (CoC) grant CA0878L9D092006. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 12 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable Program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**



1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$52,946 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Project Gateway Continuum of Care (CoC) grant CA0878L9D092006.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain, and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of March 1, 2021 and expires February 28, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### COUNTY INTERIM RATES

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
Day Treatment Rehabilitation Rate Per Half Day	\$ 114.86
Day Treatment Rehabilitation Rate Per Full Day	\$ 647.79
Case Management Rate Per Minute	\$ 4.55
Intensive Care Coordination Per Minute	\$ 4.55
Mental Health Services Rate Per Minute	\$ 4.71
Intensive Home-Based Services Per Minute	\$ 4.71
Therapeutic Behavioral Services Rate Per Minute	\$ 4.71
Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**May 1, 2021 – April 30, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA0876L9D092006; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Laurelbrook Estates Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Laurelbrook Estates Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Laurelbrook Estates Continuum of Care (CoC) grant CA0876L9D092006. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 27 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable Program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**

1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$102,423 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Laurelbrook Estates Continuum of Care (CoC) grant CA0876L9D092006.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain, and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of May 1, 2021 and expires April 30, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “A”

### COUNTY INTERIM RATES

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
Day Treatment Rehabilitation Rate Per Half Day	\$ 114.86
Day Treatment Rehabilitation Rate Per Full Day	\$ 647.79
Case Management Rate Per Minute	\$ 4.55
Intensive Care Coordination Per Minute	\$ 4.55
Mental Health Services Rate Per Minute	\$ 4.71
Intensive Home-Based Services Per Minute	\$ 4.71
Therapeutic Behavioral Services Rate Per Minute	\$ 4.71
Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**October 1, 2021 – September 30, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA1138L9D092005; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Cornerstone Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Cornerstone Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Cornerstone Continuum of Care (CoC) grant CA1138L9D092005. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 33 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable Program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**

1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$116,043 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Cornerstone Continuum of Care (CoC) grant CA1138L9D092005.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of October 1, 2021 and expires September 30, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.



**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”****COUNTY INTERIM RATES**

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
Day Treatment Rehabilitation Rate Per Half Day	\$ 114.86
Day Treatment Rehabilitation Rate Per Full Day	\$ 647.79
Case Management Rate Per Minute	\$ 4.55
Intensive Care Coordination Per Minute	\$ 4.55
Mental Health Services Rate Per Minute	\$ 4.71
Intensive Home-Based Services Per Minute	\$ 4.71
Therapeutic Behavioral Services Rate Per Minute	\$ 4.71
Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**October 1, 2021 – September 30, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA1140L9D092005; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Whispering Pines Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Whispering Pines Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Whispering Pines Continuum of Care (CoC) grant CA1140L9D092005. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 16 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such, it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable Program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**

1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$56,264 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates , as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of support around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Whispering Pines Continuum of Care (CoC) grant CA1140L9D092005.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis, will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.



## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of October 1, 2021 and expires September 30, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “A”

### COUNTY INTERIM RATES

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
Day Treatment Rehabilitation Rate Per Half Day	\$ 114.86
Day Treatment Rehabilitation Rate Per Full Day	\$ 647.79
Case Management Rate Per Minute	\$ 4.55
Intensive Care Coordination Per Minute	\$ 4.55
Mental Health Services Rate Per Minute	\$ 4.71
Intensive Home-Based Services Per Minute	\$ 4.71
Therapeutic Behavioral Services Rate Per Minute	\$ 4.71
Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**November 1, 2021 – October 31, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA1223L9D092008; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC New Horizon Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the New Horizon Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the New Horizon Continuum of Care (CoC) grant CA1223L9D092008. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 154 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**



1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$564,837 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the New Horizons Continuum of Care (CoC) grant CA1223L9D092008.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligation between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain, and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of November 1, 2021 and expires October 31, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### COUNTY INTERIM RATES

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
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Day Treatment Rehabilitation Rate Per Full Day	\$ 647.79
Case Management Rate Per Minute	\$ 4.55
Intensive Care Coordination Per Minute	\$ 4.55
Mental Health Services Rate Per Minute	\$ 4.71
Intensive Home-Based Services Per Minute	\$ 4.71
Therapeutic Behavioral Services Rate Per Minute	\$ 4.71
Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**December 1, 2021 – November 30, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA1018L9D092005; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Lantern Woods Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Lantern Woods Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Lantern Woods Continuum of Care (CoC) grant CA1018L9D092005. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 16 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
3. *Coordinated Entry System (CES)* is a County-wide, centralized and streamlined process of identifying those who are homeless and triaging the housing search and match for those who are chronically homeless.
4. *Family* is used interchangeably with “applicant” or “participant” and indicates household constellations that consist of adults and/or adults with children.
5. *Moving On* is a program that assists tenants who are ready and wish to leave Permanent Supportive Housing (PSH) by connecting them with affordable housing, financial assistance, and transition supports (services to help tenants prepare for, navigate, and adjust to their transition out of PSH).
6. *Program or Continuum of Care Program* refers broadly to the provision of U.S. Department of Housing and Urban Development’s CoC Program to provide housing and supportive services to the most vulnerable chronically homeless individuals and families.
7. *Supportive Housing* refers to permanent housing programs in which participants receive subsidized affordable housing, referral to mainstream

services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
3. HACSB will be responsible for notifying the client of acceptance into the Program and informing the applicant about attending an orientation meeting to provide instructions to applicants on policies and to outline applicant's rental responsibilities.
4. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards or applicable HUD standard.
5. Determine if the contract rent for each approved unit meets rent reasonableness.
6. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount.
7. Ensure that landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
8. Administer the rental assistance in accordance with applicable program regulations and requirements.
9. Provide training to DBH staff on HACSB's procedures and Program requirements.
10. Maintain a consent to release of information relevant to the Program and its requirements signed by each applicant in the program to ensure open communication between DBH and HACSB to support housing retention efforts.
11. Have staff complete all required Homeless Management Information System (HMIS) trainings and ensure that data entry into HMIS meets quality standards.
12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**

1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
  - c. Employment Assistance
  - d. Housing/Counseling Services
  - e. Life Skills
  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$42,886 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
5. Provide adequate staff resources to provide case management to eligible families.
6. Provide transitional support to consumers identified as candidates for the Moving On program, which includes educating consumers on changes to the housing program, providing community resources, and assisting with resources and housing stabilization for consumers who are relocated.

7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Lantern Woods Continuum of Care (CoC) grant CA1018L9D092005.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
4. DBH and HACSB will ensure the appropriate data sharing and releases of information are in place.
5. DBH and HACSB will monitor and ensure compliance with service delivery, rental subsidies, fiscal tracking, and program expenditures.
6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the program.

HACSB and DBH further agree to cooperate with HUD, maintain, and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of December 1, 2021 and expires November 30, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under this MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”****COUNTY INTERIM RATES**

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
Day Treatment Intensive Services Rate Per Half Day	\$ 196.89
Day Treatment Intensive Services Rate Per Full Day	\$ 276.53
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Medication Support Services Rate Per Minute	\$ 9.84
Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH**  
**for**  
**IN-KIND SERVICE MATCH**

**January 1, 2022 – December 31, 2022**

**WHEREAS**, The Housing Authority of the County of San Bernardino, hereinafter referred to as HACSB as grantee, provides rental assistance to chronically homeless families who are in need of case management and supportive services through Continuum of Care (CoC) grant CA0816L9D092012; and

**WHEREAS**, The County of San Bernardino Department of Behavioral Health, hereinafter referred to as DBH, provides case management and supportive services to chronically homeless consumers and their families in need of permanent housing in San Bernardino County; and

**WHEREAS**, HACSB agrees to work with DBH in assisting eligible families to access housing, and in return DBH agrees to provide in-kind case management services to participants in the CoC Stepping Stones Program; and

**WHEREAS**, HACSB and DBH desire an agreement for the purpose of defining their respective roles in both providing housing assistance and supportive services to participants in the Stepping Stones Program in order to achieve and maintain an enriched quality of life; and

**NOW THEREFORE**, DBH and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

This Memorandum of Understanding (“MOU”) outlines the collaborative efforts between HACSB and DBH regarding the Stepping Stones Continuum of Care (CoC) grant CA0816L9D092012. This grant is to provide housing and supportive services to the most vulnerable chronically homeless individuals and families. The value of the supportive services will be used to satisfy the match requirement of the U.S. Department of Housing and Urban Development’s CoC Program.

The primary goal of this grant is to assist the chronically homeless individual/family to successfully transition into and maintain permanent housing.

Rental Assistance for 28 families is available. The Coordinated Entry System (CES) will identify and refer chronically homeless individuals and families as defined in Section II. HACSB will administer the rental assistance while the DBH will provide case management and supportive services.

The rental assistance is funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee. As such it is HACSB’s responsibility to determine if the household meets Program eligibility.

## II. DEFINITIONS

1. *Chronically Homeless* refers to a homeless individual who has experienced homelessness for a year or longer, or who has experienced at least four episodes of homelessness in the last three years and has a disability.
2. *Consumers / Participants* refers to persons enrolled into the Program. The Housing Authority considers those enrolled in the Program as “participants” or “tenants” while DBH staff refers to them as “consumers.”
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services, as well as clinical and social support to assist a consumer to maintain their residency, psychiatric stability, and to attain a level of independence.

8. *Tenant* is used to refer to participants in terms of their relation to landlords.
9. *Landlord* refers to an individual, firm, corporation, partnership, or similar entity that holds title to the housing that receives funding through rental subsidies on behalf of this Program.

### **III. HACSB RESPONSIBILITIES**

1. Accept referrals from CES and screen applicants to ensure individuals meet HUD determined guidelines governing the Program, including chronically homeless criteria.
2. The HACSB follows Housing First principles with its CoC programs. If a deniable criminal offense is identified for an applicant, it will be documented and HACSB will request DBH staff assist applicant to address outstanding issues such as warrants, fines, etc.
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5. Determine if the contract rent for each approved unit meets rent reasonableness.
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12. Submit the Annual Performance Report in Sage.
13. Document at least 25% in-kind match for the amount of funding received.
14. Conduct regular monthly meetings with DBH.
15. Comply with all provisions of this MOU.

### **IV. DBH RESPONSIBILITIES**

1. Unconditionally commits to provide the following services:
  - a. Assessment of Service Needs
  - b. Case Management
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  - f. Mental Health Services
  - g. Outpatient Health Services
  - h. Outreach Services
  - i. Substance Abuse Treatment Services
  - j. Transportation

The value of the services is at minimum \$100,443 per year. As required by HUD regulations, rates for services must be consistent with those ordinarily paid by other employers for similar work. HACSB does not have employees performing similar work so this value is based on the provisional interim rates, as shown on Exhibit "A" hereto, for specialty mental health services. These rates are evaluated and provided from the State based on the prior year cost settlement for Medi-Cal services. This best represents how services are delivered and can be quantified to an applicable cost that includes both the salaries and benefits for staff as well as the applicable operating services those staff would incur, which collectively represents the cost of service to support the match requirement. The services and their applicable rates shown on Exhibit "A" vary based on the specific services type. Those being case management, outpatient services, medication support and crisis intervention services. Each rate is billed at a per minute value but is being presented as a weighted average hourly rate for the purposes of the reporting requirement for this grant.

2. Verify an applicant's mental health disability according to HUD regulations and comply with the relevant grant eligibility requirements of the HUD funded Continuum of Care program for permanent supportive housing.
3. If there is drug-related criminal activity pertaining to possession or being under the influence, DBH will work with consumer-family member with enrollment, attendance, and participation in treatment related activities.
4. DBH will work with consumer-family to address any outstanding criminal issues that might create future barriers to successfully sustain their housing over time and enhance opportunities for personal and economic growth where appropriate.
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7. DBH will provide aftercare services for consumers who are Moving On for at least 24 months following the consumer's transition from the CoC program. Services may include but are not limited to a variety of supports around health care engagement, medication assistance, connection to social services, independent living skills coaching, housing stabilization, and assistance with housing program compliance.
8. Attend regular meetings with HACSB.
9. Comply with all requirements of the Stepping Stones Continuum of Care (CoC) grant CA0816L9D092012.
10. Comply with the provisions of this MOU.

## **V. MUTUAL RESPONSIBILITIES**

1. DBH and HACSB enter into this MOU to provide supportive services and rental assistance for qualified chronically homeless individuals and families.
2. DBH and HACSB will comply with the relevant grant eligibility requirements of the Continuum of Care Program.
3. Both agencies agree to ensure the coordination and collaboration between staff in each agency to the benefit of county residents experiencing homelessness and entering the county's system of care.
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6. On a monthly basis, DBH and the HACSB will meet to ensure routine collaboration between agencies for the benefit of participants.
7. Adherence to all State and Federal privacy laws in the processing and inter-agency collaboration.
8. On a routine basis will exchange data regarding rental subsidies, client data, consumer outcome measures and any data required by State Department of Mental Health or discretionary reports requested by each agency.
9. Collaboration between HACSB and DBH staff will be maintained to ensure that all services are consistent with Federal and State Fair Housing guidelines, regulations from the State Department of Mental Health and/or each agencies' standard policies and procedures.
10. Applications must be evaluated and meet the criteria established by each agency prior to admittance into the Program. Each agency will be responsible to complete an independent screening of applicants, based on the agency's guidelines and qualifications. DBH will evaluate applications to ensure compliance with mental health disability-related requirements while HACSB will evaluate applications to ensure clearance of eligibility standards of the related rental assistance grant.
11. DBH and HACSB agree to collaborate on future Notice of Funding Availability (NOFA) for the program and provide information requested in the NOFA to HACSB in a timely manner.

## **VI. FISCAL PROVISIONS**

This is a coordination of services agreement, there is no payment of costs or fiscal obligations between the agencies. HACSB and DBH are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU. Staffing will be maintained by each agency per the department budgets and staffing required to operate the services required under this MOU.

## **VII. RIGHT TO MONITOR AND AUDIT**

HACSB and DBH shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and DBH further agree to cooperate with HUD, maintain, and provide requested data to HUD and follow all evaluation protocols established by HUD.

## **VIII. TERM**

The MOU is effective as of January 1, 2022 and expires December 31, 2022.

## **IX. DESIGNATED PROGRAM LIASONS**

The following individuals will serve as the lead liaison for the program.

HACSB's liaison is as follows:

Name and Title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave. San Bernardino, CA 92408  
E-mail Address: atower@hacsb.com  
Telephone Number: 909-890-5341  
Fax Number: 909-890-5341

DBH liaison is as follows:

Name and Title: Dr. Rene Keres, Program Manager II  
Address: 303 East Vanderbilt Way, San Bernardino, CA 92408  
E-mail Address: rene.keres@dbh.sbcounty.gov  
Telephone Number: 909-386-8259  
Fax Number: 909-890-0868

## **X. INDEMNIFICATION**

1. HACSB agrees to indemnify, defend and hold harmless the DBH, its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by DBH on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
2. DBH agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of DBH, including the acts, errors or omissions of the DBH and for any costs or expenses incurred by the HACSB on account of any claim resulting from the acts or negligence of the DBH or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

## **XI. GENERAL PROVISIONS**

1. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under MOU shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
2. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed, and approved by the authorized representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

## **XII. CONCLUSION**

1. This MOU, consisting of eight (8) pages is the full and complete document describing services to be rendered by DBH and HACSB including all covenants, conditions, and benefits.
2. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.



**COUNTY OF SAN BERNARDINO  
DEPARTMENT OF BEHAVIORAL  
HEALTH**

By: \_\_\_\_\_

Name: Veronica Kelley \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “A”****COUNTY INTERIM RATES**

<b>SD/MC Specialty Mental Health Service</b>	<b>FY 20/21 Published Charge Rates</b>
Crisis Stabilization Emergency Room Rate Per Hour	\$ 92.15
Crisis Stabilization Urgent Care Rate Per Hour	\$ 92.15
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Crisis Intervention Services Rate Per Minute	\$ 11.84
Hospital Inpatient Day	\$ 1,598.14
Hospital Administrative Day	\$ 569.54
Psychiatric Health Facility	\$ 737.36
Adult Crisis Residential	\$ 416.03
Adult Residential	\$ 202.92

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness.

## **RECOMMENDATION(S)**

1. Approve Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness acting as the representative body for the Continuum of Care.
2. Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding and any related documents, 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**

This is a non-financial Memorandum of Understanding (MOU) with no financial impact currently expected.

## **BACKGROUND INFORMATION**

On May 10, 2021, the Housing Authority of the County of San Bernardino (HACSB) was awarded 455 Emergency Housing Vouchers (EHV) via the American Rescue Plan Act of 2021. The United States Department of Housing and Urban Development (HUD) issued guidance for the administration of the EHV's requiring the program to be referral based through the jurisdictional Continuum of Care (CoC) program and the Coordinated Entry System (CES). As such, a MOU is required between HACSB and the CoC whose representing body is the Interagency Council on Homelessness (ICH). The MOU establishes the process of housing referred households, the responsibilities of HACSB and the CoC and incorporates the CES into the process.

The MOU as per HUD guidance will be a "live" document and may need to be amended periodically as the program develops. Furthermore, the proposed MOU utilizes the template provided by HUD through PIH Notice 2021-15.

On May 19, 2021, HUD provided additional guidance on the requirement to work with Victim Service Providers (VSPs) to receive referrals of qualified households. The guidance states that public housing authorities must enter into a separate MOU with the VSPs to take direct referrals from outside the CoC CES when VSPs are not part of a community's CoC CES. In accordance with that guidance, HACSB is preparing a separate MOU for direct referrals from those VSPs who

Memorandum of Understanding between the Housing Authority of the County of San Bernardino  
and the Interagency Council on Homelessness  
July 13, 2021

do not utilize the San Bernardino County CoC CES. That MOU will be presented for approval at a later date.

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2021.

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) has been created and entered into on July 15, 2021.

Between

*Housing Authority of the County of San Bernardino*

*715 E. Brier Drive, San Bernardino CA 92408*

*And*

*San Bernardino County through the Office of Homeless Services for the Interagency Council on Homelessness (Continuum of Care)*

*215 N. D Street, San Bernardino CA 92415*

### **I. Introduction**

The Housing Authority of the County of San Bernardino (HACSB) has been awarded 455 Emergency Housing Vouchers (EHV) through the American Rescue Plan Act of 2021 also known as the stimulus package. The EHV are effective as of July 1, 2021 and sunset in September 30, 2030. After September 30, 2030 no new families can be issued an EHV, but families on the program as of this date will continue to be assisted until the sunset date. The U.S. Department of Housing and Urban Development provides HACSB with funding to administer the EHV program (Program). The Program requires that HACSB enter into a Memorandum of Understanding (MOU) with the Continuum of Care, also known as the Office of Homeless Services for the Interagency Council of Homelessness (OHS) within San Bernardino County. The Coordinated Entry System is incorporated into this MOU through its functions and role within the Continuum of Care.

### **II. Goals and Standards for Success**

The goal of the Program is to ensure that the available Program vouchers are utilized for EHV eligible individuals and families in a timely manner.

A. HACSB and the OHS agree and commit to administering the Program in accordance with all program requirements.

B. The goals and standards for success for administering the Program are defined as:

1. By July 15, 2021, meet with Continuum of Care (CoC) members to receive feedback on optimal ways to administer EHV's and utilize supportive services resources.
2. By July 15, 2021, finalize processes to enable referrals for EHV's.

3. By August 1, 2021, begin to receive referrals at HACSB for EHV's.
  4. By June 30, 2022, fully utilize EHV's by expending all funding for eligible purposes or utilizing 455 EHV's.
- C. Vouchers will be issued based on a first come first serve basis via referrals from the Coordinated Entry System (CES).
- D. The following HACSB and OHS staff will serve as the lead Program liaisons:
- Lead HACSB Liaison:  
Kristin Maithonis, Assistant Director of Housing Services
- Lead CoC Liaison:  
Tom Hernandez, Chief of Homeless Services

### III. Program Referrals

CES will refer individuals and families to HACSB who meet the following Program eligibility requirements as defined in Public and Indian Housing (PIH) Notice 2021-15:

Individuals and families

- (1) With incomes under 80% of area median income; and
- (2) Are either experiencing homelessness; at risk of experiencing homelessness; fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

### IV. Services

The following services will be provided to assist individuals and families to have success in the Program:

1. CoC members providing referrals will support referred individuals and families in completing applications and obtaining necessary supporting documentation to support applications for assistance while aiding households in addressing barriers.
2. CoC members providing referrals will ensure that appointment notifications from HACSB are delivered to eligible individuals and families and will assist eligible households in keeping appointments with HACSB and responding to document needs of HACSB.
3. HACSB will establish windows of time for EHV applicants to complete intake documents for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.

6. CoC members providing referrals will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. CoC members providing referrals will assess and refer individuals and families to benefits and supportive services, where applicable.

#### V. HACSB Roles and Responsibilities

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System via CES or alternately directly through a victim's services provider.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.
6. Comply with the provisions of this MOU.

#### VI. OHS Roles and Responsibilities

1. Designate and maintain a lead EHV liaison to communicate with HACSB.
2. Refer sufficient eligible individuals and families to HACSB using the CES.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to HACSB (i.e. self-certifications, birth certificate, social security card, etc.)
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, the OHS should assure that services are available and accessible.)
7. Comply with the provisions of this MOU.

## VII. Program Evaluation

HACSB, and OHS or applicable referring partner(s) agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

## VIII. Fiscal Responsibilities

This is a non-financial MOU. HACSB and OHS are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU.

## IX. Term

The MOU is effective as of July 15, 2021 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of Section X of this MOU. This MOU may be extended for three-year periods upon written agreement of all Parties, unless terminated earlier under the provisions of Section X.

## X. Early Termination

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any Party of this MOU. The HACSB Executive Director is authorized to exercise HACSB rights with respect to any termination of this MOU. The County of San Bernardino Chief Executive Officer or Assistant Executive Officer over the Office of Homeless Services, or his/her appointed designee, has authority to terminate this MOU on behalf of OHS.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, any Party may immediately terminate this MOU upon written notice to the other Parties.
- C. The Parties acknowledge that the HACSB may receive additional Emergency Housing Vouchers. The Parties agree to accept any updates to the MOU, which are required for the receipt of additional vouchers.

## XI. General Provisions

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.



- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of each Party as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU is not assignable by any Party, in whole or in part, without the other Parties' prior written consent.
- D. In the event of any dispute under this MOU, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- E. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in San Bernardino County, for any and all disputes arising under this MOU, to the exclusion of all other federal and state courts.
- F. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties.

## XII. Conclusion

- A. This MOU, consisting of 6 pages is the full and complete document describing services to be rendered by OHS and HACSB including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed MOU upon request.

**SAN BERNARDINO COUNTY OFFICE  
OF HOMELESS SERVICES**

By: \_\_\_\_\_

Name: Tom Hernandez \_\_\_\_\_

Title: Chief of Homeless Services \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

Denial of Claim presented by Albert J. Gopin, A Professional Law Corporation

## **RECOMMENDATION(S)**

1. Approve a formal denial of claim received by Housing Authority of the County of San Bernardino from the law office of Albert J. Gopin for the claim of his client, a minor.
2. Authorize and direct the Executive Director to issue a denial of claim letter in a form approved in consultation with Legal Counsel.

(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 is no financial impact being incurred by the denial of this claim.

## **BACKGROUND INFORMATION**

On June 5, 2021, HACSB received communication from the law office of Albert J. Gopin regarding a claim for injuries regarding one of Mr. Gopin's clients. The name of the client is being withheld in this report to protect the client's identity as the client is a minor. The client is a resident of a HACSB property that is managed by a contracted management company. The claim letter alleges the resident suffered an injury at the property. HACSB has consulted with its general liability insurance carrier and with General Counsel on the matter. After review of the claim, it has been concluded there is no material liability at this time for HACSB and, as such, a denial of the claim is the appropriate response. The attached denial of claim letter, redacted to remove the client's name, is being presented to the Board of Commissioners for approval.

## **PROCUREMENT**

Not applicable.

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 7, 2021.

July 13, 2021

Albert J. Gopin  
100 W. Broadway – Suite 250  
Glendale, CA 91210

**RE:**

Your Client: [REDACTED], a minor

Date of Incident: December 27, 2020

Dear Mr. Gopin:

Notice is hereby given that the claim which you presented to the Housing Authority of the County of San Bernardino on June 5, 2021 was rejected on July 13, 2021.

**- WARNING -**

Subject to certain exception, you have only (6) months from the date this notice was deposited in the mail to file a court action on this claim. See Government Code Section 945.6. You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Maria Razo  
Executive Director

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

**July 13, 2021**

**FROM**

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

**SUBJECT**

Regular Meeting Minutes for Meeting Held on June 8, 2021

**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 June 8, 2021.  
(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 June 8, 2021 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 General Legal Counsel, Fred Galante, on July 1, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
June 08, 2021**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 898 1486 3624, Password 726619) at 3:00 p.m. on June 08, 2021.

The meeting was called to order, and upon roll call, the following were present:

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Muñoz

Absent were:

Commissioner Pinedo  
Commissioner Tarango

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Management Analyst; Jesse Diaz, Finance Manager; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the June 08, 2021, agenda.

Changes to the agenda were addressed as items were presented to the board.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. Secretary of the Board, declared there were no public comments submitted.

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Regarding the eviction moratorium, Commissioner MacDuff asked if HACSB is working with the families on a repayment program and giving them time to repay rent. Executive Director, Maria Razo, answered the question by stating, HACSB will be working with the families on repayment agreements, however one of the challenges is some of the families owe upwards of \$10,000 or more which still make repaying rent difficult for the family. HACSB is actively promoting San Bernardino County Emergency Rental Assistance program, due to the family's ability for self-certification of eligibility. If the family qualifies for the assistance, it would catch them up on their past due rent. Director of Operations, Rishad Mitha, added by stating, several attempts were made to educate and assist the residents with their application for the Emergency Rental Assistance, however we have had only about a 15% success rate of families submitting

their applications online, which may be due to a family's lack of proper documentation needed to prove the hardship.

Commissioner MacDuff followed up with the question regarding the ongoing capital work for the Authority Owned Portfolio and would some projects be postponed due the impact of rent loss. Executive Director, Maria Razo responded that more information will be provided during the presentation of the budget, however this year we did defer some work. We were trying to be as conservative as possible for we did not know what the ultimate impact would be of rent loss to the Authority Owned Portfolio as well as staffing challenges to complete some projects.

Regarding the Virtual Legislative Visits held in May 2021. Commissioner MacDuff asked what type of follow up throughout the year do we do with our members of Congress. Executive Director, Maria Razo, answered the question by stating HACSB staff and Potomac Partners connect with members of Congress and HUD throughout the year providing follow up to questions asked, updates on HACSB's MTW initiatives, as well as our ongoing research efforts/outcomes conducted by Loma Linda University.

The Board Building Presentation for June 08, 2021, regarding preliminary information for the 2021-2022 agency budget and the 2022 Moving to Work Annual Plan.

The Board Building Presentation for June 08, 2021, regarding preliminary information for the 2021-2022 agency budget and the 2022 Moving to Work Annual Plan was presented by Jesse Diaz, Finance Manager, and by Nicole Beydler, Director of Policy and Public Relations.

In regards to the proposed MTW activity No. 28, Landlord Incentives, Commissioner MacDuff asked if a landlord has more than one (1) property, do they qualify to receive the incentive for each property. Director of Operations, Rishad Mitha, answered by stating, the landlords will receive the incentive for each new HAP contract signed.

Commissioner Johnson provided a follow up question inquiring about the estimated annual cost for the landlord incentive program. Director of Policy and Public Relations, Nicole Beydler, reported the initial analysis included a projection of leasing up to 600 new units from now to the end of the year, which would result in an estimated cost of \$600,000.

Commissioner MacDuff asked regarding proposed revision to MTW activity No. 11 – Local Project-Based Voucher Program and reducing the number of inspections and if there will be a clear way for tenants to inform HACSB if there are problems with the unit and what is the mechanism of how they would notify HACSB. Director of Policy and Public Relations, Nicole Beydler, answered by stating, although this would the reduce the number of regulatory inspections, tenants and landlords can still request an inspection when needed. Director of Operations, Rishad Mitha, also explained the mechanism of notification would be that tenants could initiate the inspection through their Housing Services Specialist.

In regard to the Budget presentation, Commissioner MacDuff inquired about the funds planned to invest in the pension irrevocable trust and shared the concern if the entire amount is not invested. Finance Manager, Jesse Diaz, explained the agency is going into that direction of investing the entire amount, however, HACSB is also looking into all options including a more

conservative approach due to unknown variables in future funding from HUD and the COVID-19 environment. Executive Director, Maria Razo, also added that the 6 million is what we are proposing for the budget in 2022, however we will need to bring back as a separate board item regarding the recommendation of the irrevocable trust.

Discussion calendar item number 6 to, 1) Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority at 12 scattered site units for the Continuum of Care Program, for a five-year period from October 1, 2021 through September 30, 2026, 2) Authorize and direct the Executive Director to execute and deliver the contract extension to Ontario Housing Authority and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

In regard to the Continuum of Care grants, Commissioner Cooper asked, what do the grants entail? Executive Director, Maria Razo answered the question by stating, four (4) of the grants are tenant-based grants, and three (3) are project-based grants. Maria Razo further explained, HACSB administers the housing assistance payment portion and DBH and Mercy House provide supportive services in-kind.

Commissioner Muñoz moved to approve discussion calendar item number 6 to, 1) Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority at 12 scattered site units for the Continuum of Care Program, for a five-year period from October 1, 2021 through September 30, 2026, 2) Authorize and direct the Executive Director to execute and deliver the contract extension to Ontario Housing Authority and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Muñoz

Nays

Discussion calendar item number 7, to 1) Approve a contract amendment with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon



consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Cooper asked regarding the background of the item. Stating, “KEYS will continue to provide housing navigation and rental assistance for CalWORKs families who identify themselves as homeless.” What is the definition of “Identify themselves as homeless”? Executive Director, Maria Razo, provided an example of the verification process. Executive Director also added, we will provide the Board more information regarding the verification process.

Commissioner MacDuff moved to approve the discussion calendar item number 7, to 1) Approve a contract amendment with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Cooper, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of the discussion calendar item number 8 to, 1) Approve a contract amendment with the County of San Bernardino’s Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract to the County of San Bernardino’s Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 8 to, 1) Approve a contract amendment with the County of San Bernardino’s Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support

Program services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract to the County of San Bernardino's Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Cooper, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of the consent calendar agenda items numbers 9 -11, to:

9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on May 11, 2021.

10) Approve and file Agency-wide Financial Statements through February 2021.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in March 2021.

Commissioner MacDuff moved to approve consent calendar agenda items numbers 9 -11, to:

9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on May 11, 2021.

10) Approve and file Agency-wide Financial Statements through February 2021.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in March 2021, which motion was duly seconded by Commissioner Cooper, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Muñoz

Nays

Chairman provided an opportunity for individual Board member comments. No comments were provided.

There being no other business, Commissioner Johnson moved for the regular meeting of Tuesday, June 08, 2021 to be adjourned, which motion was duly seconded by Commissioner

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the  
County of San Bernardino for June 08, 2021

Page 6

Muñoz. There being no objection to the call for adjournment, the meeting was adjourned by  
unanimous consent at 4:21 p.m.

\_\_\_\_\_  
Tim Johnson, Chair

\_\_\_\_\_  
Beau Cooper, Vice Chair

\_\_\_\_\_  
Cassie MacDuff

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Jessie Muñoz

\_\_\_\_\_  
Bobby Tarango

\_\_\_\_\_  
Dr. Ciriaco “Cid” Pinedo

Attest:

\_\_\_\_\_  
Secretary

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

**July 13, 2021**

## **FROM**

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

## **SUBJECT**

**Agency-wide Financial Statements through March 2021**

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through March 2021.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**We have a healthy organization marked by financial stability and a culture of respect, empowerment, and passion for the mission.**

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through March 2021 for Federal Fiscal Year (FFY) 2020-21 is \$4,489,709. The net income is currently greater than the anticipated \$72,816 net income, with a variance of \$4.4 million, primarily due to physical needs assessment work and capital projects that were budgeted, but not completed in the amount of \$3.75 million (reflected in the extraordinary maintenance expenses line and the grant expense item). There were also lower than anticipated costs in administrative and maintenance expenses mainly due to pending computer equipment and software purchases, lower maintenance, and contract costs due to deferred internal maintenance as a result of the pandemic and several vacant positions. Depreciation expense is not budgeted and amounted to \$2.9 million through March 2021.

<b>Financial Summary</b>	<b>FY 2021 YTD</b>
Revenues	\$79,952,857
Expenses	\$72,567,723
Operating Gain	\$ 7,385,134
Operating Transfers/Non-Operating Items	\$ 2,895,425
<b>Net Income/(Loss)</b>	<b>\$ 4,489,709</b>

## **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2020-21 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 through the challenges presented by the pandemic. FFY 2020-21 is expected to be another challenging year as the effects of the pandemic continue to impact the agency's operations and finances.

Funding notifications for the 2021 calendar year were received from HUD in late March, which included an unexpected inflation factor of 8%. We are currently working on analyzing the impact

of the 2021 funding numbers in comparison to current costs and will continue to do so. In the 2020 calendar year, we experienced large cost increases, and an insufficient inflation factor increase, which resulted in decreasing the overall size of the MTW Housing Choice Voucher program through attrition. Based on current analysis, we expect that we will be able to serve approximately 400 additional families through the MTW Housing Choice Voucher tenant-based program, which currently has a waiting list of 20,000+ families. We are also working through the launch of the new Emergency Housing Voucher (EHV) program. A budget revision will be brought to the board within the next few months to incorporate related income and expenses into the agencywide budget.

Following is a recap of the COVID related challenges mentioned above, as well as other financial items to highlight.

- COVID-19 pandemic related:
  - Continued increases in housing assistance payment costs in the Housing Choice Voucher Program *related to families income decreasing and total contract rent increasing*, which causes a corresponding increase on the portion that the agency pays the landlord on behalf of the program participating family.
  - Increases in agency costs (i.e. Office modifications, cleaning costs, paid leave, technology, etc.).
  - Rental income losses related to the eviction moratorium in the Authority Owned portfolio.
  - Inconsistent staffing levels due to childcare and health issues.
- Physical needs improvements: The need to continue to address the physical needs assessment identified repairs within the Authority Owned Portfolio. Maintenance of aging properties is extremely costly, but it is needed to preserve our affordable housing developments. Some of this work has been deferred to account for rental income losses resulting from the pandemic as well as due to staffing capacity challenges.
- Benefit increases: Increases to employer paid medical, dental and pension benefits.

Despite these challenges, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, enhancing partnerships that will assist our staff and families, and a continued passion for our agency's mission.

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 General Legal Counsel, Fred Galante, on June 29, 2021.

## HACSB Budget Comparison

Period = Oct 2020-Mar 2021

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	13,345,189	12,337,112	1,008,077	8.17	24,674,224
Total Other Tenant Income	211,592	300,349	-88,758	-29.55	600,191
NET TENANT INCOME	13,556,781	12,637,462	919,319	7.27	25,274,415
GRANT INCOME					
TOTAL GRANT INCOME	62,760,268	65,107,556	-2,347,288	-3.61	130,215,112
OTHER INCOME					
TOTAL OTHER INCOME	3,635,808	3,270,047	365,761	11.19	5,541,077
TOTAL INCOME	79,952,857	81,015,064	-1,062,207	-1.31	161,030,604
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	2,925,376	6,898,645	3,973,269	57.59	13,797,290
ADMINISTRATIVE					
Total Administrative Salaries	6,285,192	7,366,300	1,081,108	14.68	14,734,032
Total Legal Expense	140,970	139,118	-1,852	-1.33	277,685
Total Other Admin Expenses	2,837,782	2,797,621	-40,161	-1.44	5,685,778
Total Miscellaneous Admin Expenses	976,390	1,427,321	450,930	31.59	2,428,595
TOTAL ADMINISTRATIVE EXPENSES	10,240,334	11,730,360	1,490,026	12.70	23,126,090
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	96,618	259,554	162,936	62.78	519,252
UTILITIES					
TOTAL UTILITY EXPENSES	1,766,742	1,910,876	144,135	7.54	3,825,949
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,328,889	1,268,845	-60,044	-4.73	2,535,690
Total Materials	408,167	507,758	99,591	19.61	1,015,965
Total Contract Costs	1,316,118	2,204,667	888,550	40.30	4,401,221
TOTAL MAINTENANCE EXPENSES	3,053,174	3,981,271	928,097	23.31	7,952,877
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	480,826	602,458	121,632	20.19	1,141,404
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,195,999	2,410,153	214,154	8.89	5,468,747
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	51,064,852	52,386,346	1,321,494	2.52	104,772,691
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	743,803	762,586	18,783	2.46	1,525,172
TOTAL OPERATING EXPENSES	72,567,723	80,942,248	8,374,526	10.35	162,129,472
<b>OPERATING NET INCOME</b>	<b>7,385,134</b>	<b>72,816</b>	<b>7,312,318</b>	<b>10,042.22</b>	<b>-1,098,868</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	2,895,425	0	-2,895,425	N/A	0
<b>NET INCOME</b>	<b>4,489,709</b>	<b>72,816</b>	<b>4,416,893</b>	<b>6,065.85</b>	<b>-1,098,868</b>

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

July 13, 2021

**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 of April 2021

**RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2021.

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

**GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**HACSB has secured the resources needed for accomplishing its mission.**

**FINANCIAL IMPACT**

The accounts receivable loss for the month ending April 30, 2021 is (\$1,095.81). The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its 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. 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., and also include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's 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 HACSB'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. Losses during this time period are primarily for voluntary move outs and skips. The total write off for the month of April 2021 is a net amount of (\$1,095.81), as delineated in the following table. Due to collections on past due amounts, a net credit amount is reflected. Attached is a worksheet that itemizes the individual accounts.

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
203 – Maplewood	0	-
207 – Barstow	4	\$845.22

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of April 2021  
July 13, 2021

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
407 – Sunset Pointe	1	\$893.00
408 – Sunrise Vista	0	-
409 – Andalusia	1	-
420 – Desert View	1	(\$107.00)
426 – Sunnyside	0	-
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	<b>7</b>	<b>\$1,631.22</b>
Miscellaneous Charges		\$1,474.66
Maintenance Charges		\$728.31
Legal Charges		-
Security Deposits Applied		(\$4,930.00)
<b>NET TOTAL WRITE OFF</b>		<b>(\$1,095.81)</b>

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 1, 2021.



# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

04/30/21

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
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## 203 - Maplewood

1	G.	V.							(53.00)	-	(53.00)	-	(53.00)
2													
TOTALS:						-	-	-	(53.00)	-	(53.00)	-	(53.00)

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
1	Payment on bad debt									
2										

## 207 - Barstow

1	J.	L.		S	327.00	796.18	-	50.00	2,875.00	-	3,721.18	1,000.00	2,721.18
2	M.	B.		V	465.00	57.77	-	50.00	1,019.00	-	1,126.77	540.00	586.77
3	B.	C.		V	404.00	(9.09)	-	-	1,016.00	-	1,006.91	540.00	466.91
4	B.	G.		V	387.00	0.36	-	-	1,005.00	-	1,005.36	800.00	205.36
TOTALS:						845.22	-	100.00	5,915.00	-	6,860.22	2,880.00	3,980.22

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	Notice of abandonment	03/23/21	Posted	N/A	N/A	N/A		N/A	N/A	04/13/21
2	Notice to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	04/19/21
3	Notice to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	04/29/21
4	Notice to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	04/30/21

## 407 - Sunset Pointe

1	M.	E.					-		(3,019.91)		(3,019.91)		(3,019.91)
2	H.	A.		V	825.00	893.00	-		826.00		1,719.00	300.00	1,419.00
TOTALS:						893.00	-	-	(2,193.91)	-	(1,300.91)	300.00	(1,600.91)

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	Collection on bad debt									
2	30 Day Notice	02/16/21								03/31/21

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc. D=Deseased

Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

04/30/21

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
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<b>408 - Sunrise Vista</b>													
3	B.	P.					-		(1,754.13)		(1,754.13)		(1,754.13)
4	P.	J.					-		(386.40)		(386.40)		(386.40)
5	S.	A.					-		(561.60)		(561.60)		(561.60)
6	T.	P.					-		(565.15)		(565.15)		(565.15)
							-			-	-		-
<b>TOTALS:</b>						-	-	-	<b>(3,267.28)</b>	-	<b>(3,267.28)</b>	-	<b>(3,267.28)</b>

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
3	Adjustment to previous month write off. Reversal per HACAB HAP/rent correction.									
4	Collection on bad debt									
5	Collection on bad debt									
6	Collection on bad debt									

<b>409 - Andalusia</b>													
1	R.	P.		Other	1,250.00	-		1,374.66	565.00			1,250.00	689.66
2													
<b>TOTALS:</b>						-	-	<b>1,374.66</b>	<b>565.00</b>	-	-	<b>1,250.00</b>	<b>689.66</b>

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	Notice to Vacate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	04/05/21	
2													

<b>420 - Desert View</b>													
7	R.	K.		S	800.00	(107.00)	-		1,139.50		1,032.50	500.00	532.50
							-				-		-
<b>TOTALS:</b>						<b>(107.00)</b>	-	-	<b>1,139.50</b>	-	<b>1,032.50</b>	<b>500.00</b>	<b>532.50</b>

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	
7	Skip											04/26/21	

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc. D=Deseased

Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 04/30/21

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
<b>426 - Sunnyside</b>													
8	L.	A.							(60.00)		(60.00)		(60.00)
9	A.	C.							(1,317.00)		(1,317.00)		(1,317.00)
											-		-
<b>TOTALS:</b>						-	-	-	(1,377.00)	-	(1,377.00)	-	(1,377.00)
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		
8	Collection on bad debt												
9	Collection on bad debt												

<b>ALL PROPERTY TOTALS:</b>						1,631.22	-	1,474.66	728.31	-	1,894.53	4,930.00	(1,095.81)
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Submitted by: Lucy Leslie Date: 5/13/2021 Reviewed by: Rishad Mitha Date:

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc.: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.