

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

TO BE HELD TELEPHONICALLY
November 8, 2022 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: 832 5824 7502
Password: 163940

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which 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. In addition to providing public comments using the above teleconference information, public comments, limited to 250 words or less, may also be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at 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, you may do so during the meeting online or, alternatively, 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. 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.

CLOSED SESSION

- 4) With respect to every item of business to be discussed in closed session pursuant to Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

DISCUSSION CALENDAR

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

- 5) Receive the Executive Director's Report for November 8, 2022.
(Page 1)
- 6) Receive the board building presentation for November 8, 2022, an overview of the Housing Authority of the County of San Bernardino's goals and accomplishments.
(Page 2)
- 7) Adopt Resolution No.168 approving updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective December 1, 2022.
(Page 3-14)
- 8) 1 – Approve Amendment No.2 to contract No. PC1180, effective December 9, 2022, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$160,000 for a total amount not to exceed \$561,000. through December 8, 2023, with the option to extend up to two single-year options through December 8, 2025.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 15-20)
- 9) 1 – Award a five-year software license and service agreement with Yardi Systems, Inc. for ongoing usage, maintenance, support and associated implementation services of Yardi Enterprise Management Software system, in an amount not to exceed \$1,687,735 for a five-year term commencing on November 15, 2022 through November 14, 2027.
- 2 – 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 21-36)
- 10) 1 – Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 15188 and 15312 Sequoia Street in the City of Hesperia.
- 2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.
(Pages 37-40)

- 11) 1 – Award contract No. PC1233, effective November 9, 2022, to Corner Keystone Construction Corporation to repair and rehabilitation of two residential units damaged in a fire in an amount not to exceed \$273,778.59.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract to Corner Keystone Construction Corporation, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 41-172)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 12 - 15

- 12) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on October 11, 2022.
(Pages 173-177)
- 13) Approve and file Agency-wide Financial Statements through July 2022.
(Pages 178-180)
- 14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 2022.
(Pages 181-185)
- 15) Adopt Resolution No. 167 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of November 16, 2022, through December 15, 2022.
(Pages 186-190)
- 16) Individual Board member Comments
- 17) 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 Cynthia Robinson at (909) 890-5388 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**

November 8, 2022

FROM

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

SUBJECT

Executive Director's Report for November 8, 2022

RECOMMENDATION(S)

Receive the Executive Director's Report for November 8, 2022.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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 November 1, 2022.

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

November 8, 2022

FROM

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

SUBJECT

Board Building Presentation for November 8, 2022

RECOMMENDATION(S)

Receive the board building presentation for November 8, 2022, an overview of the Housing Authority of the County of San Bernardino's goals and accomplishments.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

This month's board building presentation will include an overview of HACSB's goals and accomplishments.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 2, 2022.

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

November 8, 2022

FROM

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

SUBJECT

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program

RECOMMENDATION(S)

Adopt Resolution No.168 approving updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective December 1, 2022.

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

GOALS & OBJECTIVES

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

The proposed revisions to the Housing Authority of the County of San Bernardino (HACSB) payment standards schedules include increases to the payment standards for all submarkets and bedroom sizes for Moving to Work (MTW), Traditional Regulatory Assistance for Special Purpose Programs (non-MTW), and Emergency Housing Voucher (EHV) programs. While an increase to payment standards has the potential to also increase the Housing Assistance Payment (HAP) expense, the total increase would happen over a two-year period, assuming that the updated proposed payment standards are applied to all assisted households at their next recertification and to new families at initial lease-up. The total maximum potential increase after the two-year implementation period is estimated at \$42 million annually. Any increase to HAP costs will be funded by the respective voucher program HAP funding and/or reserve funds, to the extent that funding is available.

Analysis has been conducted to determine the financial impact for 2023 and 2024 to ensure that we can adequately continue to serve existing families on the program and to ensure that we maintain a two-month Housing Assistance Payments restricted reserves level. Please note that assumptions had to be made as there are a variety of variables, including unknown Calendar Year 2023 funding as the federal budget has not been passed, unknown future attrition rate (an estimate was used based on historical information), unknown pace of future rent increases and amounts per payment standard region.

Certain factors were taken into account such as maintaining a two-month reserve level to account for unforeseen funding based on the late release of the funding budget authority (well after the fiscal year begins), local payment standards primarily affect certain bedroom size units, the updated payment standards will contribute to rent increases by existing landlords and higher rents

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program
November 8, 2022

to new landlords, and finally it is projected that the per unit cost will potentially exceed our per unit funding in mid-2023.

Given the aforementioned factors, starting in mid-2023, we may need to start reducing the number of families served through attrition in order to ensure that we have adequate funding to continue serving existing families on the program. Due to the variables stated above, HACSB will continue to monitor the financial status of the program in order to proactively make decisions to ensure sustainability.

BACKGROUND INFORMATION

2022 Update – Local Payment Standards (LPS) for MTW Programs

In 2009, HACSB developed the LPS through its MTW designation for its MTW Housing Choice Voucher program. The activity allows HACSB to develop LPS that reflect the varying rental markets within San Bernardino County (county), rather than using the Fair Market Rents (FMR) established by United States Department of Housing and Urban Development (HUD) for the entire San Bernardino/Riverside metropolitan area. The LPS reflect the diverse rental submarkets that exist across the county and expands housing choices for HACSB families by providing them the opportunity to relocate into areas of greater opportunity.

In 2010, through a competitive procurement process, Applied Real Estate Analysis (AREA, Inc.), an independent third-party real estate analysis company, was hired to assess the local area real estate market. AREA, Inc. identified nine varying rental submarkets and the corresponding market rents for each. Since that time, the LPS have been developed at a submarket level rather than a countywide level based upon the market rent values within each submarket.

For the FY 2022-2023 LPS update, HACSB staff performed the market rent data collection and analysis process. Data was collected from a variety of sources, including Yardi Matrix, a national rental market database. The total sample included more than 2,500 rental units representing unit types and sizes from each of the nine rental submarkets. The data was used to analyze current market rents and changes in market rents since the last market rent study performed in 2021.

The attached proposed schedule of LPS for FY 2022-2023 reflects increases to the LPS values for all submarkets and bedroom sizes, except one. The amount of the increase is set at the median market rent value by submarket and bedroom size, plus a ten percent margin to accommodate changes in market rent over the coming year. Including a ten percent margin is a change in procedure from previous LPS updates. Historically, HACSB has adopted LPS updates set at the current market rent values. This methodology has proven challenging over the past two years as market rents continue to increase sharply in response to very low vacancy rates and extreme competition for the few available units. Over the past two years, market rent prices have quickly outpaced annual LPS updates and families searching with vouchers have experienced difficulty locating available units within the LPS amounts. The ten percent margin is expected to mitigate this negative effect by accommodating growth in market rent over time. HACSB will

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program,
Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and
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continue to perform rent reasonableness for each new lease and proposed rent increase to ensure that approved rents are appropriate.

The complete 2022-2023 MTW LPS are included in the attached proposed schedule. A summary of the proposed changes by submarket is included in the table below. If approved, the new LPS will take effect December 1, 2022.

Submarket	Located	Values Recommended by AREA
Submarket 1	Desert	Increase the average payment standard for the submarket by 10.8%, or \$121.
Submarket 2	Victor Valley/Barstow	Increase the average payment standard for the submarket by 30.3%, or \$501.
Submarket 3	Morongo Valley/29 Palms	Increase the average payment standard for the submarket by 41.3%, or \$641.
Submarket 4	Mountains	Increase the average payment standard for the submarket by 15.6%, or \$340.
Submarket 5	San Bernardino North	Increase the average payment standard for the submarket by 26.8%, or \$537.
Submarket 6	San Bernardino South	Increase the average payment standard for the submarket by 32.7%, or \$708.
Submarket 7	East Valley	Increase the average payment standard for the submarket by 34.5%, or \$735.
Submarket 8	West Valley	Increase the average payment standard for the submarket by 37.8%, or \$905.
Submarket 9	Central Valley	Increase the average payment standard for the submarket by 40.3%, or \$861.

Financial Impact Factors

HACSB anticipates that the following variables will impact the actual annual cost increase:

- A. Rent Reasonableness: Any request for a rent increase is subject to a rent reasonableness review. The review will determine the actual amount of any rent increase.
- B. Rent Increase Requests: The HAP for a unit may increase only if a landlord requests and is approved for a rent increase.
- C. Family Income: Depending on household circumstances, an approved rent increase may result in an increase to the family rent share and not to HACSB's share. Additionally, changes in family income may offset an approved rent increase.

FY 2022-2023 Update – Payment Standards for Traditional Regulatory Assistance for Special Purpose Programs

The MTW Local Payment Standards outlined above cannot be applied to Special Purpose programs because HACSB administers HUD programs through grants and other federal resources including Veterans Affairs Supportive Housing, Shelter Plus Care programs, Mainstream program for disabled households, and Housing Opportunities for Persons With AIDS, which are traditionally regulated programs not included in HACSB's MTW contract with HUD.

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program
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Therefore, HACSB also reviews and updates the payment standard schedule for Special Purpose programs annually based upon the Fair Market Rent (FMR) published annually by HUD.

Unlike the approved 2021-2022 payment standards, the proposed 2022-2023 payment standard schedule eliminates the previously used three regions representing different segments of the County and establishes one set of payment standards for the entire County. This proposed change will simplify implementation, ensure maximum housing choice for families served through Special Purpose programs, and is compliant with program regulations. The proposed schedule will set payment standards for Special Purpose programs at the regulatory maximum of 110% of the HUD-published Fair Market Rents.

The 2022-2023 Payment Standards for Traditional Regulatory Assistance for Special Purpose Programs are included in the attached proposed schedule.

FY 2022-2023 Update – Payment Standards for the Emergency Housing Voucher Program

HUD guidance for the Emergency Housing Program (EHV) published in Notice PIH 2021-15 provides several regulatory waivers and administrative flexibilities that housing authorities may adopt in order to remove potential barriers for EHV participants. HUD acknowledges that many rental markets are very competitive and that EHV recipients, who are homeless or at risk of homelessness, may have lower incomes, limited or poor credit histories, and limited established rental histories, as well as other challenges, which may make landlords reluctant to rent to them. Therefore HUD permits housing authorities to establish separate payment standards for the EHV program to increase the potential pool of available units for EHV and help participating families successfully lease with EHV assistance. The separate payment standards may be set at any level between 90-120 percent of the published FMR. Additionally, housing authorities may request HUD approval to apply some MTW activities to the EHV program.

Like the approved 2021-2022 EHV payment standards, the proposed 2022-2023 EHV payment standards utilize both the flexibility provided in Notice PIH 2021-15 and HACSB's MTW Local Payment Standards flexibilities to widen the potential pool of available units for EHV recipients. The proposed 2022-2023 EHV payment standards are divided into seven regions representing different segments of the county. Under the proposed schedule, the EHV payment standards will be set at 120% of the FMR or the MTW Local Payment Standard for the submarket, whichever is greater. Grouping the payment standards into four regions will provide a broader range of housing opportunities for EHV households and encourage greater landlord acceptance of the vouchers.

The proposed EHV payment standards are structured as follows:

- Desert Region: 110% of FMR.
- Mountain Region: 110% of FMR or MTW Submarket 4 Local Payment Standard, whichever is greater.
- Central Region: 120% of FMR or MTW Submarket 5, 6, 7, or 9 Local Payment Standard, whichever is greater.
- Western Region: Submarket 8 Local Payment Standard.

The proposed 2022-2023 payment standards for EHV by region are included in the attached proposed schedule.

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program,
Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and
Payment Standards for the Emergency Housing Voucher Program
November 8, 2022

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 2, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-168

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING PAYMENT STANDARDS UPDATES FOR THE MOVING TO WORK HOUSING CHOICE VOUCHER PROGRAM, TRADITIONAL REGULATORY ASSISTANCE FOR SPECIAL PURPOSE PROGRAMS, AND EMERGENCY HOUSING VOUCHER PROGRAM EFFECTIVE NOVEMBER 9, 2022, AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH PAYMENT STANDARDS

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, the Authority administers the Housing Choice Voucher program for the United States Department of Housing and Urban Development (HUD); 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, the Authority administers HUD programs through grants and other federal resources including Veterans Affairs Supportive Housing (VASH), Shelter Plus Care (SPC) programs, Mainstream program for disabled households, and Housing Opportunities for Persons with AIDS (HOPWA) which are traditionally regulated programs;

WHEREAS, housing authorities are required to establish payment standards which set the maximum subsidy payment a family can receive from the housing authority each month; and

WHEREAS, HUD annually sets Fair Market Rents which are used by housing authorities to develop the payment standards; and

WHEREAS, housing authorities are required to review and update payment standards annually to maintain reasonable rents paid on behalf of clients receiving subsidy; and

WHEREAS, HUD approved the Authority's Local Payment Standards MTW activity which allows the Authority to determine Local Payment Standard amounts by submarket based on the local rental market for the MTW Housing Choice Voucher program which are reviewed annually.

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 Local Payment Standards for the Moving to Work Housing Choice Voucher program, payment standards for the Traditional Regulatory Assistance for Special Purpose programs, and payment Standards for the Emergency Housing

Voucher program effective November 9, 2022, copies of which are attached hereto and incorporated herein by reference.

Section 4. This resolution shall supersede all prior resolutions of the HACSB establishing payment standards covered by this resolution and such prior resolutions shall be of no further force or effect.

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)
) 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



Housing Authority of the
County of San Bernardino
Building Opportunities Together

Moving to Work (MTW) Payment Standards Effective November 9, 2022

MTW Payment Standards apply to the following HACSB programs: Term-Limited Lease Assistance program, Streamlined Lease Assistance program, No Child Left Unsheltered program, Family Unification Program, Mainstream programs and Veteran Affairs Supportive Housing (VASH leased on or after January 1, 2021)

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
Submarket 1 - Desert	\$827	\$974	\$1,170	\$1,733	\$2,090	\$2,404	\$2,717
May include the following cities: Baker, Daggett, Ridgecrest, Trona, Yermo, Amboy, Cima, Earp, Edwards, Essex, Fort Irwin, Hinkley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Parker Dam, Vidal							
Submarket 2 - Victor Valley / Barstow	\$1,040	\$1,389	\$1,769	\$2,338	\$2,750	\$3,067	\$3,575
May include the following cities: Adelanto, Apple Valley, Barstow, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Victorville							
Submarket 3 - Morongo Valley / 29 Palms	\$1,095	\$1,100	\$1,760	\$2,145	\$2,690	\$3,093	\$3,496
May include the following cities: Joshua Tree, Landers, Morongo Valley, Pioneer Town, 29 Palms, Yucca Valley							
Submarket 4 - Mountains	\$1,290	\$1,746	\$2,228	\$3,025	\$3,300	\$3,701	\$4,290
May include the following cities: Angelus Oak, Big Bear City, Big Bear Lake, Blue Jay, Cedar Glen, Crest Park, Crestline, Fawnskin, Forest Falls, Green Valley Lake, Lake Arrowhead, Lytle Creek, Mt. Baldy, Rimforest, Running Springs, Skyforest, Sugarloaf, Twin Peaks, Wrightwood							
Submarket 5 - San Bernardino North	\$1,329	\$1,586	\$1,873	\$2,559	\$3,218	\$3,517	\$4,183
May include the following cities: Cedarpines Park, Highland (North), Patton, San Bernardino (North)							
Submarket 6 - San Bernardino South	\$1,173	\$1,544	\$1,849	\$2,076	\$3,025	\$4,122	\$4,741
May include the following cities: Highland (West), San Bernardino (South)							
Submarket 7 - East Valley	\$1,623	\$2,094	\$2,357	\$2,796	\$3,625	\$3,905	\$4,712
May include the following cities: Bryn Mawr, Colton (East), Grand Terrace, Highland (East), Loma Linda, Mentone, Redlands, Yucaipa							
Submarket 8 - West Valley	\$1,925	\$2,477	\$3,028	\$3,410	\$3,960	\$4,345	\$5,148
May include the following cities: Chino, Chino Hills, Fontana (North), Guasti, Montclair, Ontario, Rancho Cucamonga, Upland							
Submarket 9 - Central Valley	\$1,576	\$1,799	\$2,018	\$3,080	\$3,627	\$4,183	\$4,715
May include the following cities: Bloomington, Colton (West), Fontana (South), Muscoy, Rialto							

MTW payment standards are based on the analysis of independent third-party data. The submarkets are based on census tracts; city names are a guide and may not be used to accurately determine sub market. **Some cities may fall within multiple submarkets.** The amounts detailed above are the maximum contract rent that may be approved by bedroom size. Your particular unit's final approved contract rent may be lower.

Comparison of Proposed and Prior HACSB Local Payment Standards

October 13, 2022

Temporary Waiver Payment Standards were set at 120% of the 2022 HUD Fair Market Rent or the 2021 HACSB Local Payment Standard, whichever is greater. The temporary waiver expires 12/1/2022.

The \$ Change and % Change are calculated by comparing the proposed Local Payment Standards to the 2021 Market Study Local Payment Standards.

		Bedrooms							Average
		0	1	2	3	4	5	6	
1 Desert	2021 Market Study	650	780	1,170	1,600	1,990	2,290	2,587	1,581
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	827	974	1,170	1,733	2,090	2,404	2,717	1,702
	\$ Change	177	194	0	133	100	114	130	121
	% Change	27.3%	24.8%	0.0%	8.3%	5.0%	5.0%	5.0%	10.8%
2 Victor Valley/ Barstow	2021 Market Study	800	1,000	1,275	1,755	2,200	2,530	2,860	1,774
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,040	1,389	1,769	2,338	2,750	3,067	3,575	2,275
	\$ Change	240	389	494	583	550	537	715	501
	% Change	29.9%	38.9%	38.7%	33.2%	25.0%	21.2%	25.0%	30.3%
3 Morongo Valley/ Twenty- nine Palms	2021 Market Study	750	910	1,090	1,550	1,910	2,200	2,483	1,556
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,095	1,100	1,760	2,145	2,690	3,093	3,496	2,197
	\$ Change	345	190	670	595	780	893	1013	641
	% Change	45.9%	20.9%	61.5%	38.4%	40.8%	40.6%	40.8%	41.3%
4 Mountain s	2021 Market Study	1,235	1,495	1,800	2,100	3,065	3,520	3,985	2,457
	Temporary Waiver	1,274	1,495	1,811	2,478	3,065	3,520	3,985	2,518
	Proposed	1,290	1,746	2,228	3,025	3,300	3,701	4,290	2,797
	\$ Change	55	251	428	925	235	181	306	340
	% Change	4.4%	16.8%	23.8%	44.0%	7.7%	5.1%	7.7%	15.6%
5 San Bernardin o North	2021 Market Study	1,025	1,195	1,495	2,010	2,545	2,930	3,309	2,073
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,329	1,586	1,873	2,559	3,218	3,517	4,183	2,609
	\$ Change	304	391	378	549	673	587	874	537
	% Change	29.6%	32.7%	25.3%	27.3%	26.4%	20.0%	26.4%	26.8%
6 San Bernardin o South	2021 Market Study	960	1,215	1,400	1,770	2,385	2,740	3,101	1,939
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,173	1,544	1,849	2,076	3,025	4,122	4,741	2,647
	\$ Change	213	329	449	306	640	1382	1640	708
	% Change	22.2%	27.1%	32.0%	17.3%	26.8%	50.4%	52.9%	32.7%
7 East Valley	2021 Market Study	1,145	1,425	1,665	2,280	2,740	3,150	3,562	2,281
	Temporary Waiver	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,623	2,094	2,357	2,796	3,625	3,905	4,712	3,016
	\$ Change	478	669	692	516	885	755	1150	735
	% Change	41.7%	47.0%	41.5%	22.6%	32.3%	24.0%	32.3%	34.5%

		Bedrooms							
		0	1	2	3	4	5	6	Average
8 West Valley	2021 Market Study	1,375	1,630	2,000	2,600	3,000	3,450	3,900	2,565
	<i>Temporary Waiver</i>	1,375	1,630	2,000	2,600	3,050	3,507	3,964	2,589
	Proposed	1,925	2,477	3,028	3,410	3,960	4,345	5,148	3,470
	\$ Change	550	847	1028	810	960	895	1248	905
	% Change	40.0%	52.0%	51.4%	31.2%	32.0%	25.9%	32.0%	37.8%
9 Central Valley	2021 Market Study	1,070	1,300	1,555	2,100	2,595	2,980	3,374	2,139
	<i>Temporary Waiver</i>	1,274	1,442	1,811	2,478	3,050	3,507	3,964	2,504
	Proposed	1,576	1,799	2,018	3,080	3,627	4,183	4,715	3,000
	\$ Change	506	499	463	980	1032	1203	1342	861
	% Change	47.3%	38.3%	29.8%	46.7%	39.8%	40.4%	39.8%	40.3%
HUD Fair Market Rents	2023	1,281	1,398	1,751	2,376	2,922	3,360	3,799	2,412
	2022	1,062	1,202	1,509	2,065	2,542	2,923	3,305	2,087
	\$ Change	219	196	242	311	380	437	494	326
	% Change	20.6%	16.3%	16.0%	15.1%	14.9%	14.9%	14.9%	16.1%

Special Purpose Voucher Programs Payment Standards

Effective November 9, 2022

Special Purpose Voucher Programs Payment Standards apply to the following programs: Veterans Affairs Supportive Housing (VASH leased on or before January 1, 2021), Continuum of Care programs, Master Leasing program, and Housing Opportunities for Persons With AIDS (HOPWA) program

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,409	\$1,538	\$1,926	\$2,614	\$3,214	\$3,696	\$4,178

Special Purpose Program vouchers are awarded and subsidized through the U.S. Department of Housing and Urban Development (HUD). The applicable payment standards are based on the HUD-published Fair Market Rents.

Emergency Housing Voucher Program Payment Standards Effective November 9, 2022

Desert Region

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,537	\$1,678	\$2,101	\$2,851	\$3,506	\$4,032	\$4,558

Submarket 1 - Desert

May include the following cities: Baker, Daggett, Ridgecrest, Trona, Yermo, Amboy, Cima, Earp, Edwards, Essex, Fort Irwin, Hinkley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Parker Dam, Vidal

Submarket 2 - Victor Valley / Barstow

May include the following cities: Adelanto, Apple Valley, Barstow, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Victorville

Submarket 3 - Morongo Valley / 29 Palms

May include the following cities: Joshua Tree, Landers, Morongo Valley, Pioneer Town, 29 Palms, Yucca Valley

Mountain Region

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,537	\$1,746	\$2,228	\$3,025	\$3,506	\$4,032	\$4,558

Submarket 4 - Mountains

May include the following cities: Angelus Oak, Big Bear City, Big Bear Lake, Blue Jay, Cedar Glen, Crest Park, Crestline, Fawnskin, Forest Falls, Green Valley Lake, Lake Arrowhead, Lytle Creek, Mt. Baldy, Rimforest, Running Springs, Skyforest, Sugarloaf, Twin Peaks, Wrightwood

Central Region

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,623	\$2,094	\$2,357	\$3,080	\$3,627	\$4,183	\$4,741

Submarket 5 - San Bernardino North

May include the following cities: Cedarpines Park, Patton, San Bernardino (North)

Submarket 6 - San Bernardino South

May include the following cities: San Bernardino (South)

Submarket 7 - East Valley

May include the following cities: Bryn Mawr, Grand Terrace, Highland, Loma Linda, Mentone, Redlands, Yucaipa

Submarket 9 - Central Valley

May include the following cities: Bloomington, Colton, Muscoy, Rialto

Western Region

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,925	\$2,477	\$3,028	\$3,410	\$3,960	\$4,345	\$5,148

Submarket 8 - West Valley

May include the following cities: Chino, Chino Hills, Fontana, Guasti, Montclair, Ontario, Rancho Cucamonga, Upland

The regions listed above are identified by census tracts; city names are a guide only. Some cities fall within multiple submarkets

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

November 8, 2022

FROM

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

SUBJECT

Contract Amendment with Aleshire & Wynder LLP for General Legal Counsel Services

RECOMMENDATION(S)

1. Approve Amendment No. 2 to contract No. PC1180, effective December 9, 2022, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$160,000 for a total amount not to exceed \$561,000. through December 8, 2023, with the option to extend up to two single-year options through December 8, 2025.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

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

HACSB is adequately staffed with well trained and fully developed employees.

HACSB communication is open, honest and consistent.

HACSB employees have a high level of morale.

FINANCIAL IMPACT

Approval of this amendment will increase the current contract amount by \$160,000 for a total contract amount not to exceed \$561,000, which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved administrative and operations budget and will be included for the subsequent fiscal year included in this contract.

BACKGROUND INFORMATION

As a public entity, HACSB requires general legal counsel services that specialize in public agencies and municipalities. The required level of legal expertise includes, but is not limited to, the following areas: public housing authority law; Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; California Government Code; public employment labor laws, policies and litigation; preparation, review and adoption of legal opinions, contracts, memoranda of understanding, resolutions and policies; legislative and administrative (regulatory) law, both California and federal, including proposed and enacted legislation; emergency legal services as needed; and attendance at the Board of Commissioners meetings.

Over the years, HACSB has retained other legal firms for a variety of specialized services; however, as the initial year progressed, it became apparent that utilizing Aleshire & Wynder LLP's expertise in specialized areas was more cost effective and efficient than relying on other specialized firm(s) given their overall comprehensive knowledge of our agency. As such, the use

of specialized legal services by Aleshire & Wynder LLP grew from general legal services to include the specialty legal services listed above.

Additional funds are needed for the additional 12 month term included as an option year in the agreement, which includes funds for various other specialty legal services.

PROCUREMENT

The Procurement and Contracts Department previously completed a "Request for Proposal" (RFP) for General Legal Counsel Services (RFP PC1180) on July 8, 2020 which resulted in the receipt of six proposals. Outreach efforts included email invitations via PlanetBids, our eBidding website to five vendors and posting on the agency's website. The proposals were evaluated per the requirements of the RFP along with interviews with the top three highest scoring firms. Aleshire and Wynder LLP was deemed the most responsive, reasonably priced, and determined qualified to provide legal services to HACSB.

On December 8, 2020, the Board of Commissioners approved and authorized the Executive Director to execute a contract in the amount of \$130,000 for a two-year base period through December 8, 2022, with three single-year options to extend the contract until no later than December 8, 2025.

On October 12, 2021, the Board of Commissioners approved and authorized the Executive Director to execute an amendment to increase the contract by \$271,000 to include funds for additional specialty legal services for a total amount not to exceed \$401,000 through December 8, 2022.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2022.



**AMENDMENT #2 TO CONTRACT FOR GENERAL LEGAL SERVICES
(PC1180)**

BETWEEN

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

And

ALESHIRE & WYNDER, LLP

This Amendment No. 2 ("Second Amendment"), dated December 9, 2022 ("Effective Date"), to Agreement for General Legal Services (PC1180), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Aleshire & Wynder LLP, a California Limited Liability Partnership ("Attorneys").

RECITALS

WHEREAS, the Authority and Attorneys entered into a Legal Services Agreement for General Counsel, dated December 9, 2020 relating to General Legal Services ("Agreement") with a total price of \$130,000.00;

WHEREAS, the Authority and Attorneys entered into Amendment No. 1 to the Agreement to increase the contract by \$271,000 for a total price of \$401,000 through December 8, 2022.

WHEREAS, the Authority and Attorneys now wish to enter into this Amendment No. 2 to the Agreement to increase the contract by \$160,000.00 for a total price of \$561,000.00 through December 8, 2023.

OPERATIVE PROVISIONS

NOW, THEREFORE, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this Second Amendment by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

Section 1. Article 7 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Attorneys for the provision of the Work the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-1. Except as

so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 3. Continuing Effect of Agreement. Except as amended by this Second Amendment, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the Amendment this Second Amendment to the Agreement.

Section 4. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Second Amendment provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Second Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this Second Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Attorneys that, as of the date of this Second Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

Section 6. Authorization. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Aleshire & Wynder LLP

ALESHIRE & WYNDER LLP

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

By: _____

By: _____

Name: _____

Name: Maria Razo

Title: _____

Title: Executive Director

Date: _____

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: December 9, 2022

Completion Date: December 8, 2023

Total Agreement Cost: Not to exceed \$561,000.00

Original Agreement Amount Not to Exceed	\$130,000.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$271,000.00
Net Change Order – Amendment #2	\$160,000.00
Agreement Value as Amended Not to Exceed	\$561,000.00

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

November 08, 2022

FROM

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

SUBJECT

Software License and Service Agreement with Yardi Systems, Inc.

RECOMMENDATION(S)

1. Award a five-year software license and service agreement with Yardi Systems, Inc. for ongoing usage, maintenance, support and associated implementation services of Yardi Enterprise Management Software system, in an amount not to exceed \$1,687,735 for a five-year term commencing on November 15, 2022 through November 14, 2027.
2. 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 contract is not expected to exceed \$1,687,735 through November 14, 2027. Amounts for this fiscal year are included in the Housing Authority of the County of San Bernardino's (HACSB) approved administrative and operations budget and will be included for the subsequent fiscal years included in this contract.

The anticipated Software License and Service Agreement (Purchase Agreement) costs per year for the maximum five-year term is as follows:

Annual Software Fees	
Licensing / Software Support / Maintenance	
Year 1	\$337,546.92
Year 2	\$337,546.92
Year 3	\$337,546.92
Year 4	\$337,546.92
Year 5	\$337,546.92
Total	\$1,687,735.00

BACKGROUND INFORMATION

Previous to the 2012 contract award with the Yardi Voyager platform, HACSB utilized a software system called Visual HOMES to operate its housing programs. The system had been purchased in 2007. In 2010, the software vendor sold the Visual HOMES division to Yardi, Inc. which was a competitor in the area of property management software for both commercial and public housing. The new software company, Yardi, communicated to its customers that it did not intend to continue the development of the software and was only going to offer basic support. As a result, any modifications needed would require a higher level of internal support and additional costs. Unfortunately, modifications were needed in order to keep up with ongoing policy changes and efficiency-related improvements.

As a result, shortly after the transition to Yardi as the parent company to Visual HOMES, HACSB established a software selection committee which included staff from various departments across the agency. The committee's primary objective was to assess viable software solutions to determine the best available software to meet the needs of our agency's ongoing dynamic changes. It was also important to have a system that was able to securely manage HUD required program information and automate many back-office functions in the areas of accounting, procurement, property management, finance, and real estate by providing integrated modules.

After an extensive due diligence process, which included numerous system demonstrations and consultation with other housing authorities, Yardi was selected as the most viable software program. As one of the leaders in the property management software marketplace, the Yardi system was going to be able to handle the agency's operational requirements and had the resources and knowledge to be able to further develop the system to meet the agency's future needs.

The Yardi software is hosted in their cloud-hosted environment. This enables HACSB staff to work more efficiently on an integrated, cloud-hosted software platform with improved capabilities and functionality, such as online portals for rent payments, waiting list applications and updates, maintenance work order requests, and access to program information by participants and landlords. In case of an emergency, using a hosted system also provides increased accessibility from anywhere, which minimizes operational impacts to HACSB and ensures continuity in program assistance and services for HACSB's program participants.

Included in the September 2017 update, Yardi moved all clients to a new cloud-hosted software platform. Yardi cloud services guarantee security compliance standards, data recovery, automatic encryption, intrusion detection, and multiple firewall layers for added protection. All data and security storage protocols are also compliant with all federal regulations regarding maintaining integrity of and safeguarding financial and customer information.

PROCUREMENT

The original contract was implemented as a result of a cooperative agreement in June 2012. HACSB utilized the U.S. General Services Administration (GSA), a federal agency geared at providing cooperative agreements to government and public agencies. The GSA contains a list of available contracts listed under their Federal Supply Schedule 70 to which can be utilized by any public or government agency. Depending on the service or product needed, cooperative agreements can create greater efficiency.

Contract with Yardi Systems, Inc. for multi-year software license and service
November 8, 2022

Consistent with HACSB's Procurement Policy and 2 CFR §200.317 through §200.326 of HUD's Procurement Handbook for Public Housing Agencies issued March 2, 2007, payments for existing annual maintenance, service, or support agreements for computer and telecommunication-related services and payments for existing software license agreements are included on the competitive exceptions list. Items on this list do not require a formal competitive process; however, an extensive enterprise management software system review process was undertaken by a software selection committee in procuring the Yardi Voyager software platform.

On June 13, 2012, the HACSB Board of Commissioners approved a Purchase Agreement with Yardi Systems Inc for a five year period.

On September 12, 2017, the HACSB Housing Commission approved a multi-year software license and service agreement for five years with Yardi Systems, Inc.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 1, 2022.

SAAS SUBSCRIPTION AGREEMENT

Yardi Systems, Inc., a California corporation headquartered at 430 South Fairview Avenue, Goleta, CA 93117 ("Yardi"), and

San Bernardino County Housing Authority ("Client")
715 E Brier Dr
San Bernardino, CA 92408

enter into this agreement including any schedules, exhibits or other attachments (this "**Agreement**") effective as of the Effective Date [defined in section 1 (Definitions), below].

RECITAL

Yardi has developed certain application software for use by its clients in the real property and asset management industry. Yardi application software is available only in the Yardi Cloud [defined in section 1 (Definitions), below]. Client desires to access the Yardi Cloud to use such Yardi software pursuant to this Agreement's terms.

In consideration of their respective rights and obligations as set forth in this Agreement, the parties agree as follows:

AGREEMENT

1. Definitions.

a. "**Anniversary Date**" means the date that is 365 days after the Initiation Date, and each anniversary thereafter of the date that is 365 days after the Initiation Date, during this Agreement's Term.

b. "**Business Purposes**" means accessing the Yardi Cloud to use the Licensed Programs and Yardi Cloud Services for Client's property management and accounting, and related business purposes.

c. "**Client Data**" means the data that Designated Users transmit and/or enter into the database provided as part of the Yardi Cloud in connection with their Use of the Licensed Programs pursuant to this Agreement.

d. "**Contractor**" means a contractor who: (i) has an Independent Consultant Network License Agreement with Yardi; and (ii) is a current member in good standing of Yardi's Independent Consultant Network.

e. "**Deliverable**" means any deliverable or intellectual property delivered to Client as part of Programming Services [defined in section 14 (Programming Services)] or other services provided pursuant to this Agreement.

f. "**Designated User**" or "**DU**" means a Client employee or Contractor designated by Client to access the Yardi Cloud and Use the Yardi Cloud Services and Licensed Programs for Business Purposes.

g. "**Effective Date**" means November 15, 2022.

h. "**Fees**" means the fees identified in Schedule A (Fee Schedule), and any other fees that may become due under this Agreement.

i. "**Force Majeure Event**" means any event beyond the reasonable control of the party affected by such event, including without limitation fire, storm, weather, earthquake, explosion, casualty, strike, war, riot, civil disturbance, act of God, acts or omission of any third party, any state or national law, decree, or ordinance, or any executive or judicial order, which event causes a party to delay or fail to perform under this Agreement.

j. "**Initiation Date**" means December 1, 2022.

k. "**Licensed Programs**" means the software program(s) identified in Schedule A (Fee Schedule).

l. "**Licensed Programs Documentation**" means the user manuals and documentation for the Licensed Programs.

m. "**Password**" means the unique username and password assigned by Client to each Designated User as more fully described in section 6 (Users and Passwords).

n. "**POC(s)**" means the person(s) Client identifies to Yardi as point(s) of contact for application support services and other account management purposes.

o. "**Undisputed Fees**" means all Fees due from Client under this Agreement which Client does not reasonably and in good faith dispute - and provide notice of such dispute in accord with section 18(f) (Notices) - within 30 days of invoice.

p. "**Use**" means authorized access to the licensed software in the Yardi Cloud and use of the Licensed Programs and Licensed Programs Documentation by Designated Users solely for Business Purposes.

q. "**Yardi Cloud**" means the hardware, software, storage, firewalls, intrusion detection devices, load balancing units, switches and other hardware that make up the Yardi Cloud.

r. "**Yardi Cloud Services**" means installation, maintenance and service of the hardware and software comprising the Yardi Cloud.

2. License Grant; Restrictions; Access to Yardi Cloud.

a. **Licenses.** Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to: (i) access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services solely for Business Purposes; and (ii) access the Licensed Programs Documentation and other content on Yardi's Client Central website solely for Business Purposes and subject to the terms of use then-presented on Client Central.

b. **Restrictions.** Client may only exercise the license granted in section 2(a) (Licenses) through its Designated Users. Client may not rent, lease, sell, transfer (by sublicense, assignment or otherwise except as expressly provided by this Agreement), time share, modify, reproduce, copy, make derivative works from, distribute, publish, use to provide service bureau services, or publicly display the Licensed Programs. Client may only Use the Licensed Programs for Business Purposes. Client may not reverse engineer, decompile or otherwise attempt to discover the source code for the Licensed Programs. Client may not permit any person or entity to breach the restrictions in this section 2(b) (Restrictions). Client may

Page 1 of 13

Confidential

Preparation Date: October 19, 2022 12:39 PM

not copy or re-create the Licensed Programs or its objects without Yardi's prior express written consent. Client agrees that the Licensed Programs must remain at all times in the Yardi Cloud, and may not be removed or copied to any other location at any time. Client acknowledges and agrees that Client may not perform scans or electronic testing of any kind on the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers including, without limitation, vulnerability scanning or testing, penetration scanning or testing or any other type of scanning or testing of the Yardi Cloud, Licensed Programs, Yardi's corporate networks, and Yardi's corporate servers.

c. **Access to the Yardi Cloud.** Yardi will use commercially reasonable efforts to make the Yardi Cloud and the Licensed Programs accessible to Designated Users 24-hours per day, 7 days per week, excluding down time for maintenance and repair, in accord with the Voyager Licensed Program Yardi Cloud Service Level Agreement attached as Schedule E (Voyager Licensed Program Yardi Cloud Service Level Agreement). Yardi has standing maintenance/repair/backup hours from 11:00 pm (local time at the data center) each day to 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night [i.e., the Saturday-night-to-Sunday-morning standing maintenance/repair/backup hours extend an extra 2 hours until 3:00 am (local time at the data center) each succeeding Sunday]. Yardi will use commercially reasonable efforts to provide as much notice to Client as reasonably possible under the circumstances for emergency maintenance/repair downtime outside the aforementioned standing hours.

3. Term and Termination.

a. **Term.** This Agreement will commence on the Effective Date and shall remain in full force until Client's fifth Anniversary Date (the "Initial Term") unless earlier terminated in accord with section 3(c) (Termination for Cause). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive 3-year terms (each a "Renewal Term") unless a party provides written notice of non-renewal at least 30 days prior to expiration of the then-current (Initial or Renewal) Term. The Initial Term and Renewal Term(s) shall be collectively referred to as the "Term."

b. Intentionally Omitted.

c. **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within 7 days of written notice of a material breach, or if the breaching party cannot reasonably cure the material breach within 7 days, the breaching party fails to initiate cure within 7 days and fails to continuously and diligently work to cure the breach until the breach is cured. Termination pursuant to this section 3(c) (Termination for Cause) shall be effective upon delivery of written notice after expiration of the applicable cure period.

d. **Effect of Termination.** Upon the effective date of this Agreement's termination or expiration: (i) the license for the Licensed Programs and Licensed Programs Documentation will terminate; (ii) Client will cease Use of the Yardi Cloud, Yardi Cloud Services, Licensed Programs and Licensed Programs Documentation; (iii) Client's access to the Yardi Cloud and Licensed Programs will be disabled; and (iv) Client shall pay any Undisputed Fees to Yardi.

e. **Survival.** The parties' obligations under, and the provisions of, sections 4 (License Fees), 8(b) (Limited Liability for Unauthorized Client Data Access), 9 (Confidentiality), 10 (Warranties), 11 (Damage Limitations), 13 (Indemnification), 15 (Assignment) and 18 (General Provisions) shall survive this Agreement's termination or expiration.

4. License Fees.

a. **Fees.** Client agrees to pay Yardi the Fees in accordance with the payment terms set forth in Schedule A (Fee Schedule).

b. **Failure to Pay.** Client's failure to timely pay any Undisputed Fee when due is a material breach subject to the terms of section 3(c) (Termination for Cause). Additionally, Undisputed Fees shall accrue interest from their due date until paid at the rate of 1.5% per month or the maximum rate allowed under applicable law whichever is less.

c. **Taxes.** The Fees are exclusive of any tariff, duty, or tax, however designated, levied, or based including, without limitation, any taxes based on: (i) this Agreement; (ii) the Licensed Programs, Yardi Cloud, Yardi Cloud Services, or Deliverables; (iii) Client's Use of the Yardi Cloud, Yardi Cloud Services, or Licensed Programs; (iv) the Licensed Programs Documentation; or (v) any materials or supplies furnished by Yardi per this Agreement. Client is responsible for all applicable tariffs, duties, or taxes (exclusive of taxes based on Yardi's net income) applicable to this Agreement.

d. **Partial Fee Disputes.** If Client reasonably and in good faith disputes any Fees, and provides notice in accord with section 18(f) (Notices) of such dispute, Client agrees that any undisputed portion of such Fees are Undisputed Fees and Client agrees to timely pay any such Undisputed Fees.

5. Implementation and Training.

a. **Third Party Software and Hardware Requirements.** Client is solely responsible for purchasing, installing, and maintaining, at Client's expense, any third party software and hardware necessary for Designated Users to access the Yardi Cloud and Use the Licensed Programs and Yardi Cloud Services. Yardi shall not be liable for any such third party software or hardware, and Client acknowledges and agrees that any assistance provided by Yardi in connection with such third party software and hardware shall not alter Client's responsibility or Yardi's liability disclaimer under this section 5(a) (Third Party Software & Hardware Requirements).

b. **Location.** Implementation and training services may (at Client's election) take place at a location specified by Client or via telecommunications. Yardi will bill Client for initial implementation/training services as indicated in Schedule A (Fee Schedule). Client may request additional on-site implementation/training services [i.e., in addition to the on-site implementation/training services set forth in Schedule A (Fee Schedule)] at any time and Yardi will make commercially reasonable efforts to timely accommodate Client's request. Additional on-site implementation/training services are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services. Client acknowledges and agrees that no recording of any sort (whether audio, visual, or otherwise) of Yardi Implementation/Training services is allowed under this Agreement or otherwise.

c. **On-Sites.** Client acknowledges that in-person implementation/training service visits at a Client location require a minimum visit of 8 hours per visit. Client agrees to pay all reasonable expenses associated with on-site visits including, but not limited to, travel to and from the site, lodging, meals, etc. Client acknowledges that training services for more than 12 Client trainees require Client to pay for 1 additional Yardi trainer for each 12 Client trainees in excess of 12. Client agrees that Client must pay for any implementation/training services cancelled less than 10 business days prior to their scheduled date.

d. **Data Conversion.** Yardi will bill Client for electronic data conversion services, if initially ordered, at the rate stated in Schedule A (Fee Schedule). Absent an agreement to the contrary, Client

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Confidential

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shall otherwise be solely responsible for data conversion, data preparation, data entry and data verification, and any post-conversion clean-up. Additional Yardi data conversion services [i.e., in addition to any initial data conversion services set forth in Schedule A (Fee Schedule)] are subject to the parties' mutual agreement on: (i) the schedule for performance of the additional services; and (ii) Yardi's Fees for the additional services.

e. **Testing.** Client shall have 90 days commencing upon the Effective Date (the "**Testing Period**") to test the Licensed Programs, Yardi Cloud and Yardi Cloud Services. At any time during the Testing Period, Client may elect to cease Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services and cancel this Agreement, in which event Yardi will refund to Client all amounts paid by Client to Yardi pursuant to this Agreement less reasonable amounts [determined by reference to the Fees/rates indicated in Schedule A (Fee Schedule)] for initial set-up, implementation, training and support of the Licensed Programs, Yardi Cloud and Yardi Cloud Services provided prior to Client's notice of cancellation pursuant to this section 5(e) (Testing).

6. **Users and Passwords.**

a. **Designated Users.** Client agrees that its exercise of the license granted by this Agreement shall only be through its Designated Users. Client's license to access and Use the Yardi Cloud and Licensed Programs is limited as provided in Schedule A (Fee Schedule). Each Designated User must have a unique Password.

b. **Password Assignment.** Client's application support POC(s) will be Designated Users, will designate the other Designated Users, and will provide each other Designated User with a Password. Each Password shall be personal and unique to the applicable Designated User, and may not be used by anyone other than such Designated User. Each Password may only be used from 1 computer at any given time. Client shall be responsible for maintaining Designated User Password security.

c. **Client Obligations with Respect to Designated Users.** Client shall inform each Designated User of this Agreement's terms and restrictions and shall enforce such restrictions. Client agrees to notify Yardi if Client becomes aware of any failure of a Designated User to adhere to the license terms and restrictions in this Agreement.

7. **Application Support & Upgrades.**

a. **Application Support Service.** Yardi will provide application support and upgrades for the Licensed Programs as set forth in this section 7 (Application Support & Upgrades).

b. **Client Contacts.** Client agrees to appoint application support POC(s). Client may change the application support POC(s) upon advance written notice to Yardi. Yardi shall have no obligation to contact, or communicate with, anyone regarding application support and maintenance issues except Client's application support POC(s). Client acknowledges that it is Client's responsibility to keep Client's application support POC(s) current, and to notify Yardi of any changes.

c. **Yardi Contacts.** During initial implementation, Yardi shall appoint an account manager to Client's account. After initial implementation, Yardi will either assign Client to an account manager or an application support team. Yardi may change the identity of individual account managers from time to time upon notice to Client. Client's application support records relating to Client will be available to Yardi's entire application support team at all times.

d. **Application Support Services.** Yardi shall provide application support for the Licensed Programs through its account managers and technical staff to Client's application support POC(s).

Application support does not include on-site installation, implementation, training, or testing of the Licensed Programs, nor does it include data conversion. Those services, if initially ordered, are specified in Schedule A (Fee Schedule). Yardi's application support service team will use commercially reasonable efforts to address and solve Client's issues but cannot guarantee satisfaction in every case.

e. **Total Hours Included.** Client's annual application support allotment is specified in Schedule B.

f. **Application Support Hours.** Yardi's application support hours are from 5:00 am to 5:00 pm (Pacific Time) Monday through Friday (excluding holidays).

g. **Priority.**

(i) Yardi shall have the right to prioritize application support requests according to the application support issue's impact on Client. Yardi will prioritize application support requests in the following order:

Priority 1: Business halted (total inability to perform normal operation)

- Client will submit support requests by telephone to Yardi's application support number.
- Response as rapid as reasonably feasible – generally within 2 business hours.

Priority 2: Business impacted (severe restriction of Client's Use of the Licensed Programs – a potentially critical problem)

- Client will submit support requests by telephone to Yardi's application support number.
- Prompt response subject only to delays for priority 1 issues, generally within 4 business hours.

Priority 3: Non-critical service requests (any issue that is not a Priority 1 or Priority 2 issue)

- Client will submit support request by telecommunications to Yardi application support.
- Response subject to delays for priority 1 and 2 issues, generally within 1 business day.

(ii) Yardi will work on Priority 1 and 2 issues with continuous focus, and with Client's cooperation, through resolution.

h. **Standard Term.** Application support services are subject to this Agreement's terms and timely payment of all Undisputed Fees. Subject to the section 3(c) (Termination for Cause) notice and cure provisions, Yardi may suspend application support services if Client fails to timely make any Undisputed Fee payment.

i. **Obsolescence.** Yardi reserves the right to cease providing application support services for the Licensed Programs on the later of: (i) 3 years from the date on which Yardi ceases to license the Licensed Programs; or (ii) 5 years from the Effective Date. Yardi agrees to notify Client if and when Yardi will cease application support services in accord with this section 7(i) (Obsolescence).

8. **Client Data.**

a. **Client Data Storage.** Subject to Force Majeure Events, Yardi agrees to store Client Data on a virtual database server in the Yardi Cloud.

b. **Limited Liability for Unauthorized Client Data Access.** Yardi agrees to use: (i) firewalls and other technology generally used in the trade to prevent unauthorized third party access to its computer systems storing Client Data; and (ii) encryption technology generally used in the trade to prevent unauthorized third party

access to Client Data transmissions. Notwithstanding the foregoing, Yardi shall not be liable to Client in the event that: (A) its use of firewalls and other technology generally used in the trade fails to prevent unauthorized third party access to Client Data; or (B) its use of encryption technology generally used in the trade fails to prevent unauthorized third party access to Client Data transmissions. Nothing in this section 8(b) (Limited Liability for Unauthorized Client Data Access) shall constitute a representation or warranty by Yardi that Client Data storage or transmission will be inaccessible to unauthorized third parties.

9. Confidentiality.

a. **Confidential Information Definition.** "Confidential Information" means all technical and non-technical information including: (i) Client Data; (ii) patent, copyright, trade secret, and other proprietary information; (iii) inventions, know-how, processes, or algorithms; (iv) software programs, software source documents, object code, source code, database dictionaries, network diagrams, UML diagrams, Licensed Programs, Licensed Programs Documentation, Licensed Programs schema, Licensed Programs functions, Licensed Programs user interface screens, SSIS, data warehouse schema, cube specifications and configuration, the reports generated by the Licensed Programs, Yardi Cloud specifications and configuration, Yardi Cloud hardware specifications and configuration, and Yardi Cloud Services; (v) development, design details and specifications; (vi) a party's financial information; (vii) customer lists, business forecasts, sales and marketing plans and information; (viii) the prices offered or paid per this Agreement for Yardi's products and services; (ix) SSAE18 audit reports and PCI DSS attestations of compliance and any information related to SSAE18 audit reports and/or PCI DSS attestations of compliance; (x) this Agreement's terms; and (xi) any other information disclosed by a party, or to which a party is exposed because of this Agreement, that the disclosing party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential.

b. **Nondisclosure and Nonuse Obligations.** Each party (the "Receiving Party") agrees that it will not disseminate, distribute, expose, or in any way disclose any Confidential Information of the other party (the "Disclosing Party") to any third party. The Receiving Party may use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this Agreement. The Receiving Party's employees and Contractors may use Confidential Information only for the specific business purpose for which it was made available and not for any other purpose. The Receiving Party's employees and Contractors may not use Confidential Information in any way that may compete with Disclosing Party. The Receiving Party may not disclose Confidential Information to its employees and Contractors for the purpose of enabling any such employees or Contractors to service, maintain, or modify the Licensed Programs. The Receiving Party agrees that it will treat all Confidential Information with the same degree of care as the Receiving Party accords its own Confidential Information, but in no event less than reasonable care. The Receiving Party agrees that it shall disclose Confidential Information only to those of its employees and Contractors who need to know such information, and the Receiving Party certifies that such employees and Contractors have previously agreed, either as a condition to employment or in order to obtain the Confidential Information, to be bound by terms and conditions applicable to the Receiving Party under this Agreement. The Receiving Party shall immediately give notice to the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party agrees to assist the Disclosing Party in remedying any such unauthorized use or disclosure of Disclosing Party's Confidential Information.

c. Exclusions from Nondisclosure and Nonuse Obligations.

tions. The Receiving Party's obligations per section 9(b) (Nondisclosure and Nonuse Obligations) shall not apply to Confidential Information that the Receiving Party can document: (i) was (through no fault of the Receiving Party) in the public domain at or subsequent to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) was rightfully in the Receiving Party's possession free of any confidentiality obligation at or subsequent to the time the Disclosing Party disclosed it to the Receiving Party; or (iii) was developed by the Receiving Party's employees or agents independent of, and without reference to, any information communicated to the Receiving Party by the Disclosing Party. A Confidential Information disclosure by the Receiving Party either: (A) in response to an enforceable order by a court or other governmental body; (B) as otherwise required by law; or (C) necessary to establish the rights of either party under this Agreement, shall not be a breach of this Agreement by the Receiving Party or a waiver of confidentiality for other purposes; provided, however, the Receiving Party shall provide prompt prior written notice of any such Confidential Information disclosure to the Disclosing Party (to the extent allowed by applicable law) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

d. **Ownership and Return of Confidential Information.** The Disclosing Party's Confidential Information is and shall remain the Disclosing Party's property, and this Agreement does not grant or imply any license or other rights to the Disclosing Party's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after the Disclosing Party's request, the Receiving Party will promptly either (at the Disclosing Party's election) destroy or deliver to the Disclosing Party all Confidential Information furnished to the Receiving Party, and the Receiving Party agrees to provide a written officer's certification of the Receiving Party's compliance with the foregoing obligation.

e. **Third Party Information Disclosure.** The Disclosing Party shall not communicate any information to the Receiving Party in violation of the proprietary rights of any third party.

10. Warranties.

a. **Limited Software Warranty.** Yardi warrants that the Licensed Programs will perform substantially as specified in the Licensed Programs Documentation. Yardi does not warrant that the Licensed Programs will meet Client's requirements and expectations.

b. **Remedy for Limited Software Warranty Breach.** If Yardi breaches the warranty set forth in section 10(a) (Limited Software Warranty), Yardi agrees to use commercially reasonable efforts to modify the Licensed Programs so that the Licensed Programs conform to that warranty. If such modification is not commercially reasonable, then Yardi will notify Client and Client may terminate this Agreement. In the event Client terminates this Agreement per this section 10(b) (Remedy for Limited Software Warranty Breach), Yardi will refund to Client, on a pro-rata basis, the annual Fees paid by Client to Yardi within the year prior to the effective date of Client's termination. THE FOREGOING REMEDY IS CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 10(a) (Limited Software Warranty).

c. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, YARDI DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH REGARD TO THE LICENSED PROGRAMS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

d. **Internet Performance Disclaimer.** Yardi does not and cannot control the flow of data via the internet. Such flow depends

in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt the internet. Yardi will use commercially reasonable efforts to remedy and avoid such events, but cannot guarantee that such events will not occur. Accordingly, Yardi disclaims any liability resulting from or relating to such events.

11. Damage Limitations.

a. **Damage Waiver.** REGARDLESS OF ANY OTHER PROVISION IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YARDI DISCLAIMS ALL OBLIGATIONS AND LIABILITIES FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF YARDI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

b. **Liability Limit.** IN ADDITION TO THE LIMITATIONS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY CLIENT ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT, YARDI'S MAXIMUM LIABILITY TO CLIENT, REGARDLESS OF THE AMOUNT OF LOSS CLIENT MAY HAVE SUFFERED, SHALL NOT EXCEED THE FEES PAID BY CLIENT TO YARDI PURSUANT TO THIS AGREEMENT WITHIN THE YEAR PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

12. Ownership.

a. **Yardi's Ownership.** Client agrees that, as between Yardi and Client, Yardi is and shall remain the sole and exclusive owner of all right, title and interest in and to the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation, and to all intellectual property rights in the foregoing. The only rights Client obtains in the Licensed Programs, Deliverables, Yardi Cloud, Yardi Cloud Services, and Licensed Programs Documentation are the licenses expressly granted to Client in this Agreement.

b. **Client's Ownership.** Yardi agrees that, as between Yardi and Client, Client is and shall remain the sole and exclusive owner of all right, title, and interest in and to Client Data. Client represents and warrants that Client has all necessary rights, title, and interest in and to all materials and/or content that Client provides for, or uploads to: (i) the database(s) associated with the Licensed Programs; (ii) the Yardi Cloud; and/or (iii) any Yardi-hosted site; including, without limitation, materials and/or content that Client provides for use on Client's RENTCafe portal(s) and documents that Client uploads to FillDocs, eDocs, or RentCafe Lease Documents (collectively, "**Client Content**"). Client acknowledges and agrees that Yardi has no responsibility or duty to review, approve, or pre-screen Client Content that Client provides for, or uploads to: (A) the database(s) associated with the Licensed Programs; (B) the Yardi Cloud; and/or (C) any Yardi-hosted site. Client grants Yardi a worldwide, non-exclusive, royalty-free license and right to use, reproduce, distribute, modify, and display Client Content in connection with Business Purposes. Client acknowledges and agrees that if a third party believes their copyright has been infringed by any Client Content, Yardi has implemented policies in accordance with the Digital Millennium Copyright Act, 17 U.S.C. Section 512, and Yardi reserves the right to remove any material found to be infringing under Yardi's aforementioned policies.

13. Indemnification.

a. Yardi Indemnity.

(i) **Indemnity.** Yardi agrees to defend, indemnify, and hold Client harmless from and against any third party claims, actions or demands alleging that Client's Use of the Yardi Cloud, Yardi Cloud

Services, Licensed Programs, Licensed Programs Documentation, and Deliverables in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) **Indemnity Conditions.** Yardi's defense and indemnification obligations per section 13(a)(i) (Indemnity) are conditioned upon the following: (I) Client providing Yardi with prompt written notice of any claim for which indemnification is sought; (II) Yardi having sole control of the defense and settlement of such claim, provided, however, that Client shall have the right to have any suit or proceeding monitored by counsel of Client's choice and at its expense; and (III) Client's reasonable cooperation with Yardi in the defense and settlement of the claim.

(iii) **Injunction.** If the Licensed Programs become the subject of a patent, trademark, copyright, or trade secret misappropriation or infringement claim, and such claim results – or is reasonably likely to result – in an injunction against Client's continued Use of the Licensed Programs, Yardi will: (I) replace or modify the Licensed Programs to avoid the misappropriation/infringement claim; (II) secure Client's right to continue Use of the Licensed Programs; or (III) if neither (I) or (II) is commercially practicable, either party may terminate this Agreement upon written notice to the other party.

b. Client Indemnity.

(i) **Indemnity.** Client agrees to defend, indemnify, and hold Yardi harmless from and against any third party claims, actions or demands alleging that Yardi's use, reproduction, distribution, modification, and/or display of Client Content for Business Purposes in accordance with this Agreement's terms infringes on a third party's proprietary information, trademark, copyright, patent rights or intellectual property rights, or misappropriates a third party's trade secrets.

(ii) **Indemnity Conditions.** Client's defense and indemnification obligations per section 13(b) (Indemnity) are conditioned upon the following: (I) Yardi providing Client with prompt written notice of any claim for which indemnification is sought; (II) Client having sole control of the defense and settlement of such claim, provided, however, that Yardi shall have the right to have any suit or proceeding monitored by counsel of Yardi's choice and at its expense; and (III) Yardi's reasonable cooperation with Client in the defense and settlement of the claim.

14. Programming Services.

a. **Programming Services.** Yardi provides programming services including, without limitation, database customizations, user interface customizations, database reports, database scripts and other programming services (collectively, "**Programming Services**").

b. **Programming Services Terms.** The Fees for Programming Services, if initially ordered, are set forth in Schedule A (Fee Schedule). Client will otherwise initiate Programming Service requests by providing written notice of the desired services to Yardi, and Yardi will advise Client of Yardi's availability and schedule for performing the Programming Services. Programming Services are subject to Client's written acceptance of: (i) Yardi's schedule for meeting Client's Programming Service request; and (ii) Yardi's Fees for such Programming Services.

c. **Deliverables License.** Subject to Client's full payment of all Undisputed Fees related to Programming Services, Yardi grants to Client a non-exclusive, non-transferable (except as expressly provided in this Agreement), limited license for Designated Users to Use the Deliverables in connection with their Use of the Licensed Programs, Yardi Cloud and Yardi Cloud Services.

15. Assignment.

a. **Assignment Limitation.** Except for the exceptions specified in section 15(b) (the "**Permitted Exceptions**"), Client shall not (either directly or indirectly) assign, sell, convey, pledge, or otherwise transfer this Agreement without first obtaining Yardi's express written consent, which Yardi shall not unreasonably withhold. Except for the Permitted Exceptions, any attempted assignment made without Yardi's prior express written consent is void and a material breach of this Agreement.

b. **Permitted Exceptions.** Subject to the conditions precedent set forth in this section 15(b) (Permitted Exceptions), Client may assign this Agreement without Yardi's prior consent and upon notice: (i) to a wholly owned subsidiary; or (ii) in connection with any merger, acquisition, or reorganization involving Client. Any assignment is subject to the following conditions: (A) Client, or Client's successor, continuing in the same type of business that Client was conducting at the time of this Agreement's execution; and (B) Client or Client's successor providing to Yardi a written ratification and assumption of this Agreement (in a form reasonably satisfactory to Yardi) concurrent with the assignment.

16. Outsourcing.

a. **Server Location.** Yardi reserves the right to locate the virtual servers and other equipment needed to provide the Yardi Cloud either at its facilities or at the facilities of independent service providers. Yardi may change the location of the virtual servers and other equipment needed to provide the Yardi Cloud at any time during this Agreement's Term; provided that any such change of location shall not affect Yardi's obligations under this Agreement and shall not interrupt Client's access to the Yardi Cloud, Client Data, and Licensed Programs.

17. Mediation.

a. **Mediation Request; Condition Precedent.** In the event of a dispute arising out of or related to this Agreement which the parties are unable to resolve through direct negotiation, either party may serve upon the other at its principal place of business a request for mediation. Neither party may file an action against the other in any court, or initiate any other legal proceeding, unless and until the party seeking to do so has first requested a mediation hearing and made a good faith effort to complete the mediation process provided in this Agreement.

b. **Mediation Process.** The parties will select a neutral, independent mediator with experience in the relevant subject matter by the rules of the office of the Judicial Arbitration and Mediation Service (JAMS) closest to the mediation venue. The parties shall conduct the mediation not less than 10 or more than 20 days from the date the party requesting mediation gives notice of the request for mediation to the other party. The parties shall conduct the mediation in Santa Barbara, California. The parties shall equally bear the mediation costs.

c. **Mediation Confidentiality.** The parties shall maintain the mediation proceedings in confidence and shall not disclose to third persons the statements made in mediation by the other parties or the mediator. The mediation confidentiality provisions of California Evidence Code sections 1115 – 1128 shall apply to the mediation proceedings.

d. **Mediation Statements; Attendee Authority.** At least 5 days before the date of the mediation, each party shall provide the mediator and the other party with a statement of its position and copies of supporting documents. Each party shall send to the mediation a person who has authority to bind the party.

e. **Non-Binding.** If a party participates in good faith in a mediation and is dissatisfied with the outcome, that party may then invoke all legal rights and remedies available to the party at law or

in equity.

18. General Provisions.

a. **Independent Contractor Status.** The parties agree that they are independent contractors and nothing in this Agreement is intended to make the parties partners, agents, joint venturers, or any other form of joint enterprise, or to make the employees, agents, or representatives of one of the parties into employees, agents, or representatives of the other party. No party to this Agreement shall have any express or implied right or authority to assume or create any obligations on behalf of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

b. **Governing Law.** This Agreement shall be governed and determined by the laws of the United States and the State of California as such laws are applied to agreements made and performed entirely within the State of California.

c. **Venue.** Any action or proceeding related to or arising out of this Agreement shall be resolved only in a court of competent jurisdiction in the City of Santa Barbara, State of California (or the court of competent jurisdiction closest to the City of Santa Barbara, CA if no court of competent jurisdiction resides in the City of Santa Barbara, CA), and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

d. Injunctive Relief.

(i) **Yardi Injunctive Relief.** The parties acknowledge and agree that, if Client breaches any of its obligations under sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality) or 15 (Assignment), Yardi might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Client breaches any provision of sections 2(a) (Licenses), 2(b) (Restrictions), 9 (Confidentiality), or 15 (Assignment) Yardi may seek specific performance of Client's obligations under those sections and injunctive relief against any further violations of those sections.

(ii) **Client Injunctive Relief.** The parties acknowledge and agree that, if Yardi breaches any of its obligations under section 9 (Confidentiality) Client might incur irreparable harm and damage that might not be fully compensated with monetary damages. Accordingly, if Yardi breaches any provision of section 9 (Confidentiality) Client may seek specific performance of Yardi's obligations under that section and injunctive relief against any further violations of that section.

e. **Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their permitted assigns, successors, and legal representatives.

f. Notices.

(i) The parties shall deliver any notice required by this Agreement by personal delivery, certified U.S. Mail return receipt requested, or established, reputable expedited delivery carrier providing proof of delivery service, and will be deemed given upon confirmed delivery to the party to whom it is intended at its record address. The record addresses of the parties are set forth below.

(ii) If to Client:

Attn: Jerry Coffey
SAN BERNARDINO COUNTY HOUSING AUTHORITY
715 E Brier Dr
San Bernardino, CA 92408

(iii) If to Yardi:
Attn: Legal Department
YARDI SYSTEMS, INC.
430 S. Fairview Ave.
Goleta, CA 93117

(iv) Either party may change its record address by giving written notice of such change to the other party.

g. **Waiver.** The waiver of a party's breach of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.

h. **Severability.** If a court or other body of competent jurisdiction determines that any part of this Agreement is unenforceable, the remainder of this Agreement shall nevertheless remain enforceable.

i. **Headings.** This Agreement's section headings and captions are inserted for convenience only and are not intended to form a material part of this Agreement.

j. **Data Use.** Yardi may aggregate, compile, and use Client Data in order to improve, develop or enhance the Licensed Programs and/or other services offered, or to be offered, by Yardi; provided that no Client Data is identifiable as originating from, or can be traced back to, Client or a Client customer, tenant, or resident in such aggregated form.

k. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the agreement between the parties pertaining to this Agreement's subject matter and supercedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty except those inducements, representations and warranties expressly set forth in this Agreement.

l. **Non-Solicit/Non-Hire.** The parties agree not to solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party while such person is an employee of the other party and until such person has not been an employee of the other party for 6 months.

m. **Modification.** The parties may only modify or amend this Agreement by a writing signed by both parties; provided, however, that Client may increase Client's licensed Designated User, property, unit, etc. count (as applicable) by delivering to Yardi a signed copy of Yardi's standard, approved form for such changes.

n. **Force Majeure.** Neither party shall be liable under this Agreement for failure or delay in performance caused by a Force Majeure Event. If a Force Majeure Event occurs, the party affected shall use commercially reasonable efforts to resume the performance excused by the Force Majeure Event.

o. **Right to Audit and Compliance.** In accordance with Yardi's obligations to credit bureaus, credit reporting agencies, and including Yardi's obligation to help prevent and detect potentially

fraudulent and/or suspicious activity, Client acknowledges and agrees that Yardi may conduct random as well as regular monitoring of users' access to and use of the Yardi Cloud and Licensed Programs as they relate to this Agreement in order to validate that users are accessing and using the Yardi Cloud and Licensed Programs for legitimate purposes and in accord this Agreement. Additionally, pursuant to any obligations Yardi has, or may have, under any laws or regulations concerning the prevention of identity theft, financial fraud, money laundering, terrorist financing, etc., Client agrees to comply with any standard Yardi 'know-your-client' requirements, processes, and/or procedures.

p. **Publicity.** Client agrees that Yardi may use Client's name and logo in client listings and Yardi marketing material upon Client's approval.

q. **Signature; Counterparts.** This Agreement is not binding on the parties until both parties have signed it and have received a copy signed by the other party. However, both signatures need not appear on the same copy of this Agreement, so long as both signed copies have identical contents. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. Counterparts with original signatures shall be provided to the other party within 5 days of electronic transmission; however, the failure to provide the original counterpart shall have no effect on this Agreement's enforceability or binding nature. If executed in counterparts, this Agreement will be as effective as if simultaneously executed.

SAN BERNARDINO COUNTY HOUSING AUTHORITY ("Client")

By: _____

Date: _____

Print Name: _____

Title: _____

YARDI SYSTEMS, INC. ("Yardi")

By: _____

Date: _____

Print Name: _____

Title: _____

Rev. 050622

SCHEDULE A

Fee Schedule

Yardi Pin #: 100052074

Yardi Order #: 348232

Annual Fees						
Description	Unit of Measure (UOM)	Count	\$/UOM	\$/UOM Concession	Net \$/UOM	Annual Fee
Voyager SaaS Private Cloud Annual Fee	each	1	\$75,000.00	(\$44,984.43)	\$30,015.57	\$30,015.57
Voyager SaaS Private Cloud PHA Property Management	Unit	8,000	\$30.00	(\$14.00)	\$16.00	\$128,000.00
Voyager SaaS Private Cloud PHA Property Management	Unit	7,328	\$30.00	(\$30.00)	\$0.00	\$0.00
Budgeting & Forecasting	Unit	15,328	\$5.00	(\$5.00)	\$0.00	\$0.00
Inspector General	Unit	15,328	\$2.00	(\$2.00)	\$0.00	\$0.00
Procure to Pay	Unit	4,353	\$10.00	(\$5.05)	\$4.95	\$21,547.35
RentCafe PHA Portal Package	Unit	8,000	\$24.00	(\$10.00)	\$14.00	\$112,000.00
RentCafe PHA Portal Package	Unit	4,046	\$24.00	(\$24.00)	\$0.00	\$0.00
Yardi Document Management for SharePoint	Unit	15,328	\$5.00	(\$2.00)	\$3.00	\$45,984.00
RentBureau Application	each	1	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$337,546.92

Monthly Fees				
Description	UOM	Count	\$/UOM	Monthly Fee
Payment Processing v2	transaction	TBD	per PPv2 Fees	TBD
Total				TBD

Total Fees Due	
Annual Fee	\$337,546.92
Monthly Fee	TBD billed monthly
Sub-Total	\$337,546.92
Sales Tax	as applicable
Total Due	\$337,546.92

Additional Terms

- PAYMENT TERMS (excluding applicable taxes):** 100% payable upon execution of this Agreement.
- Client may request future paperwork to increase/decrease the licensed Unit count by a minimum of 25 Units. Client may access Yardi Client Central to increase/decrease the licensed Unit count online without a minimum.
- Additional terms are set forth in the following schedules to this Agreement:
 B –Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule
 C – Additional Terms
 D – Data Processing
 E – Voyager Licensed Program Yardi Cloud Service Level Agreement
- Fees are subject to increase on each Anniversary Date; such increases shall not exceed the percentage increase outlined by the U.S. Department of Labor (per the Bureau of Labor Statistics' Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W); U.S. City Average table) for the preceding year.

SCHEDULE B

Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule

VPN Tunnel(s)

Yardi will allocate to Client a dedicated Voyager Licensed Program virtual local area network (vLAN) including:

1. Yardi will provide up to 3 VPN tunnel(s) for Client connection to the Voyager Licensed Program vLAN [Client acknowledges and agrees that it is Client's responsibility to maintain Client's side of the VPN tunnel(s) to the Private Yardi Cloud];

Data and File Management

Yardi will provide data and file management services for the Voyager Licensed Program Private Yardi Cloud per the following guidelines:

1. Voyager Licensed Program production database backup files will be maintained for 14 days on a server accessible by Client via secure transfer server from which Client may retrieve the Voyager Licensed Program database backups at any time;
2. Voyager Licensed Program production data will be replicated in near-real-time both locally within the Voyager Licensed Program Private Yardi Cloud, as well as to a separate, off-site disaster recovery location; and
3. Yardi will allocate to Client a dedicated Voyager Licensed Program vLAN within the off-site, disaster recovery location.

Licensed Programs Support and Governance of Use

Yardi will provide consulting and technical support for the Private Yardi Cloud and the Licensed Programs per the following guidelines. Yardi is not responsible for the use of the Private Yardi Cloud and its related software and hardware components outside of the specific parameters defined in this Voyager Licensed Program Private Yardi Cloud, Hardware, Services and Governance Schedule.

1. Implementation, consulting and support of the Licensed Programs and the Licensed Programs' deployed components, where applicable.

Annual Fees Include

Client's annual Fees include access to the Yardi Cloud, Licensed Programs, Licensed Programs updates/upgrades, and 2 application support hours per \$1,000.00 of Client's annual Fees. Yardi will debit all application support services (in ¼-hour increments with a ¼-hour minimum) against Client's above-noted application support allotment except when related to a Software Error. **"Software Error"** means a reproducible failure of the Voyager Licensed Program to materially perform as specified in the Voyager Licensed Programs Documentation. Yardi will provide a single, dedicated, data center-specific, Voyager Licensed Program virtual local area network (vLAN). Client acknowledges that data preparation and post conversion data clean-up is inherent in any data conversion, and such additional efforts associated with a Client data conversion – if performed by Yardi – will be debited against Client's application support service allotment. Notwithstanding the multi-year Term set forth in the Agreement, Client's annual Fees and included annual application support allotment apply for annual periods ending on each Anniversary Date, and shall not include unused application support time from prior annual periods. If Client needs additional application support hours at any time, Client may purchase additional hours at Yardi's then-current prevailing application support rate at the time Client needs the hours.

SCHEDULE C

Additional Terms

Product Terms:

1. **Payment Processing v2:** Client has read, understood, and agrees to be bound by the additional payment processing terms and conditions set forth at https://clientcentral.yardi.com/core_custompage/Payment-Processing-PP2-PayFac and incorporated into this Agreement by this reference, as they may be amended from time to time (the "**Payment Processing Terms**"). Client agrees that such Payment Processing Terms shall govern Client's use of Yardi's Payment Services, CHECKscan, and Walk-In Rent Collection/Rent Payment Services. Client's specific pricing, below, shall take precedence over that pricing outlined in the Payment Processing Terms, so long as this section remains in effect.
 - a. **Definitions.**
 - (1) "**ACH**" means a nationwide funds transfer network that enables participating financial institutions to electronically credit, debit and settle entries to bank accounts.
 - (2) "**Chargeback**" means a Transaction that is disputed at the request of either the User or by the User's card issuer. A Chargeback will cause the amount of the original sale and a Chargeback fee to be deducted from the Client's bank account.
 - (3) "**Check 21**" means the Check Clearing for the 21st Century (Check 21) Act and all regulations pertaining to the Check 21 Act.
 - (4) "**CHECKscan**" means the process by which paper checks are scanned and converted into an electronic form for payment and automatically recorded within the software.
 - (5) "**Check Bill-Pay Payments**" means a payment made by the Check 21 payment services provided by Yardi and (if applicable) JHA MC pursuant to these Payment Processing Terms.
 - (6) "**Payment Services**" means Yardi's online payment and payment processing services with respect to Bill-Pay Payments and User charges made using Payment Network-branded payment methods and ACH methods.
 - (7) "**Retrieval Fee**" means a request made by a User for a sales draft or supporting documentation in order to substantiate a Transaction.
 - (8) "**Third Party Payment Services (TPPS)**" means any non-Yardi online payment services designated by Yardi as supported by Yardi with respect to Bill-Pay Payments and User changes made using Payment Network branded payment methods and ACH methods.
 - (9) "**Transaction**" means a debit or credit submitted for processing by a User, including but not limited to prospective tenant application fees, tenant rent payments, other document fees, applicable service fees, and resubmission of rejected items, but not including a Bill-Pay Payment.
 - (10) "**Users**" means tenants and prospective tenants managed by Client, who make a Transaction as defined above. With respect to CONDOCafé Certificates only, Users shall mean tenants and prospective tenants managed by Client, and other third parties including but not limited to real estate brokers and attorneys who make a Transaction as defined above.
 - (11) "**Yardi Bill-Pay Payment**" and "**Bill-Pay Payment**" means the ACH or physical check payment made through Payment Processing v2.
 - b. **Fees.** In the event Client upgrades from Payment Processing Transactions to Payment Processing v2, Yardi shall continue to charge Client for Transactions at the rate previously negotiated for Payment Processing Transactions for a period of 3 months from the effective date of the document in which Payment Processing v2 was initially licensed to allow Client to implement the upgrade. In the event Client implements the upgrade in less than 3 months, Transactions shall begin to be billed at the Payment Processing v2 rates outlined below once the upgrade goes live.
 - (1) **Client-Paid Transactions:** Client acknowledges and agrees to pay the following Fees for each of the following Transactions or Bill-Pay Payment type (which apply per Transaction or Bill-Pay Payment):
 - Payment Processing (for accounts receivable):**
 - a) **CHECKscan: \$0.50**
 - b) **ACH: \$0.95**
 - c) **Signature Debit Cards:** see online terms provided in the hyperlink above
 - d) **Credit Cards:** see online terms provided in the hyperlink above
 - e) **Monthly transaction minimum:** If Client fails to meet the monthly transaction minimum outlined in Schedule A (Fee Schedule), if applicable, Yardi shall charge Client for the remaining Transactions (i.e., the Transactions required to satisfy the aforementioned monthly minimum) at the CHECKscan rate outlined above. Client will be invoiced for actual Transactions processed for 9 months commencing on the effective date of the document in which Payment Processing v2 was initially licensed. Thereafter, Client will be invoiced the monthly minimum or actual usage, whichever is greater.
 - Yardi Bill-Pay (for accounts payable):**
 - a) **ACH and Check Writing via Check Bill-Pay Payments: \$1.00**
 - TPPS (for accounts receivable):**
 - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
 - b) **TPPS CHECKscan:** see Payment Processing (for accounts receivables) above
 - c) **TPPS ACH:** see Payment Processing (for accounts receivables) above
 - TPPS (for accounts payable):**
 - a) **TPPS Change of Service: \$950.00** per addition/change to a third party payment processor
 - b) **TPPS ACH and Check Writing via Check Bill-Pay Payments:** see Yardi Bill-Pay (for accounts payable) above

- (2) **Tenant-Paid Transactions.** (i) Client desires that Yardi assess each User directly any Fees applicable to each User-initiated Transaction. (ii) Notwithstanding any other term to the contrary, for all Transactions that are designated by Client as the responsibility of User, any fees or charges imposed by a processing institution, correspondent bank, merchant bank or other institution other than the original Transaction Fee (such as Chargebacks and Retrieval Fees) shall at all times be the sole responsibility of Client and not User, which Client acknowledges and agrees to pay.
 - (3) The Fees set forth above may be amended by Yardi in its reasonable sole discretion. Yardi will, upon Client's written request, provide Client with the then-current schedule of Fees.
2. **Procure to Pay:**
 - a. **Insurance Tracking:** If Client elects to use the Insurance Tracking feature in VENDORCafé, Client agrees to a fee of **\$20.00/Vendor**, to be billed annually.
3. **RentCafe PHA Portal Package** includes the following:
 - a. RentCafe PHA Online Applications, RentCafe PHA Applicant and Resident Portals, RentCafe PHA Online Certifications, RentCafe PHA Landlord Portal, and the RentCafe Affordable Portal Package.
 - b. Leading practice Workflows and Forms (which are not subject to customizations). Any changes to the Workflows require further scoping between Yardi and Client and a Custom Programming Request.
4. **Yardi Document Management for SharePoint:** In using Yardi Document Management for SharePoint, Client acknowledges and agrees that all Client materials uploaded to SharePoint are stored in the Microsoft cloud (pursuant to Microsoft's license agreement with Client) and not the Yardi Cloud.

Allotted DUs included:

1. Agreement includes unlimited residential DUs

Implementation/Training Details:

1. Implementation/Training- In the event Client is purchasing Voyager for the first time, Yardi has advised Client that a minimum of 72 hours of implementation/training or use of a third party Contractor is necessary for a proper basic implementation. Any unused implementation/training may be applied toward future goods/services.

Concession Details:

1. Recurring concessions outlined in Schedule A (Fee Schedule) are contingent upon Client maintaining the initial licensing and associated Fee indicated for the corresponding product. If Client reduces licensing which decreases a product's Fee by more than 10%, the product's concession shall be reduced in correlation to the Fee reduction. For example, if Client reduces a product's Fee by 50%, the annual concession for that product shall be reduced by 50%.
2. For products licensed at multiple rates: In the event Client's portfolio is expanded, additional licenses shall be added to invoicing at the highest rate being charged for the applicable product. In the event Client's portfolio is reduced, the lowest rates being charged for the applicable product shall be the first rates removed from invoicing.

Other Terms:

1. Yardi licenses/services are sold separately unless otherwise stated.
2. Client acknowledges that additional licenses/services [i.e., in addition to those initially set forth in Schedule A (Fee Schedule)] require additional Fees at Client's then-current, cumulative, CPI-increased base rate (which base rate shall be annually CPI-increased upon invoicing approximately 60 days prior to each Anniversary Date) for the additional licenses/services at the time of Client's request. Subject to: (i) at least 5 business days' prior written notice from Client; (ii) Client's execution of an amendment to the Agreement; and (iii) payment of additional Fees, Yardi will increase Client's licensed maximum number of licenses.
3. Yardi reserves the right to audit Client's database at any time solely to confirm the scope of Client's use of the Licensed Programs relative to Client's contractual license.
4. In accord with Schedule A (Fee Schedule), Client may add additional licenses/services at any time, and any associated Annual Fee increases shall be prorated from the period the addition is made through the end of Client's then-current billing cycle. Client may also remove licenses/services upon the first day of each billing period (i.e., reduce Client's Annual Fee by such removals) through the execution of future addenda or online orders placed through Yardi Client Central.
5. **RentBureau Data Release and FPN Resident-Link Services:** If you choose to release data to RentBureau, a division of Experian Data Corp. (RentBureau), and if you choose to offer your tenants subscription-based identity theft protection services through Resident-Link powered by Fraud Protection Network® (FPN Resident-Link), additional terms apply, are incorporated into the Agreement, and are posted at [RENTBUREAU AND RESIDENT-LINK TERMS OF USE AND DATA RELEASE](#) (the [DR-TOU](#)). Note that you can release data to RentBureau without implementing FPN Resident-Link Services, but if you decide to offer FPN Resident-Link Services to your tenants, you must release data to RentBureau.
6. Client acknowledges and agrees that ETL for 1 foreign database is included with the core system, and it is to be used solely for the purpose of onboarding property data into the Client's database and with any other Yardi product for which ETL is recommended for use by Yardi to enhance product function. The foreign database included is not to be used as an interfacing tool with external systems except when ETL services are purchased separately.

SCHEDULE D

DATA PROCESSING

CLIENT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE ADDITIONAL TERMS AND CONDITIONS IN THE LATEST VERSION OF THE DATA PROCESSING ADDENDUM (DPA) POSTED AT [HTTPS://RESOURCES.YARDI.COM/LEGAL/DATA-PROCESSING-ADDENDUM/](https://resources.yardi.com/legal/data-processing-addendum/) (WHICH WILL BE UPDATED FROM TIME TO TIME AND IS INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE), AND ALLOWS CLIENT TO USE YARDI'S PRIVACY AND DATA COMPLIANCE TOOLS.

SCHEDULE E

Voyager Licensed Program Yardi Cloud Service Level Agreement

During the Term, and subject to this Agreement's terms, Yardi's metrics are to meet the following Voyager Licensed Program Yardi Cloud service levels.

SECTION I – Performance Metrics

1. Voyager Licensed Program Yardi Cloud Availability

“**Yardi Cloud Availability**” is a cumulative measure of the Voyager Licensed Program production environment's availability in the Yardi Cloud excepting where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud.

Scheduled Operational Downtime Hours (Relative to Voyager Licensed Program Yardi Cloud Availability)

Yardi has standing Voyager Licensed Program Yardi Cloud maintenance/repair/backup hours from 11:00 pm (local time at the data center) each Sunday - Saturday until 1:00 am (local time at the data center) each succeeding day, and an additional 2 hours for the maintenance/repair/backup hours beginning at 11:00 pm (local time at the data center) each Saturday night ending at 3:00 am (local time at the data center) each succeeding Sunday (collectively, “**Standing Hours**”); provided, however, that while Yardi conducts nightly backups during Standing Hours which may affect Voyager Licensed Program performance during the backup processes, Voyager Licensed Program Yardi Cloud unavailability for maintenance/repair during Standing Hours will not exceed 8 hours in any given week. Subject to Force Majeure Events, any Voyager Licensed Program Yardi Cloud unavailability affecting the Voyager production environment and experienced outside Standing Hours or in excess of 8 hours in any given week, will be counted against the Yardi Cloud Availability except where such availability is affected by Client's activities, routines, etc. in, or connecting to, the Voyager Licensed Program Yardi Cloud (and such time shall be, “**Yardi Cloud Unavailability**”).

Service Level – Yardi's metric is to deliver at least 99.9% Yardi Cloud Availability.

Measurement –Yardi Cloud Availability is measured by taking the potential number of minutes in a given month (“**User Minutes**”), minus any experienced Yardi Cloud Unavailability, divided by User Minutes, multiplied by 100.

$$\frac{\text{User Minutes} - \text{Yardi Cloud Unavailability}}{\text{User Minutes}} \times 100 = \%$$

Measurement Period – Calendar Month.

2. Performance Credit Relative to Yardi Cloud Availability

A. Performance Credits -- The performance credit for the Yardi Cloud Availability metric, when not met, and when Yardi Cloud Availability was not affected by Client's activities, routines, etc. in, or connecting to, the Yardi Cloud, will be as follows:

1 day's annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Yardi - divided by 365) for each period of at least 15 minutes, and up to 4 hours, during a given calendar month that Yardi falls below its monthly 99.9% service level [not to exceed 5 days' annual Fees (i.e., Client's then-current annual fee pursuant to this Agreement - to the extent paid by Client to Yardi - divided by 365, and multiplied by 5) in any given calendar month].

B. Performance Credits Condition – Client must request performance credits within 72 hours of the given outage for which performance credits are sought.

SECTION II – General Notes

1. **General.** Database backup processes (SSAE18 control objective 2.4), database backup processes testing (SSAE18 control objective 2.4), network penetration testing (SSAE18 control objective 5.1), disaster recovery (SSAE18 Control Objective 2.4), disaster recovery testing (SSAE18 control objective 2.4), and general security matters (SSAE18 control objectives 3.1 and 5.1, and the SSAE18, generally) are documented, audited (at least annually), and reported upon in accord with the American Institute of Certified Public Accountants' (“**AICPA**”) Statement on Standards for Attestation Engagements No. 18 or a successor AICPA standard if SSAE18 is no longer a current and industry standard AICPA standard (collectively, “**SSAE18**”) with respect to the Yardi Cloud and Yardi Cloud Services. Upon Client's request, Yardi agrees to provide a copy of its then-current SSAE18 audit report for Client's review.

Rev. 121118

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

November 8, 2022

FROM

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

SUBJECT

Grant of Easement and Right of Way to Southwest Gas Corporation

RECOMMENDATION(S)

1. Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 15188 and 15312 Sequoia Street in the City of Hesperia.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

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

GOALS & OBJECTIVES

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

HACSB clients live in safe and desirable homes and communities where they can develop and prosper.

FINANCIAL IMPACT

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as the cost of recording these easement documents will be provided by Southwest Gas Company (SGC).

BACKGROUND INFORMATION

HACSB currently owns and manages approximately 2,135 units of multi-family housing throughout San Bernardino County of which various utility companies provide services to these properties. The utility company, SGC, during routine inspections and maintenance activities has identified the gas line on this property needing to be replaced. Under the Southwest California Gas Tariff, set by the Public Utilities Commission of California, a customer receiving natural gas service must provide all easements necessary to provide the natural gas service to the property. As a result, approval of this item is necessary for SGC to receive a grant of easement and right of way at HACSB's real property at 15188 and 15312 Sequoia Street in the City of Hesperia. This action will result in the replacement of the natural gas line on this property to be replaced with minimal disruption to the housing residents at this location.

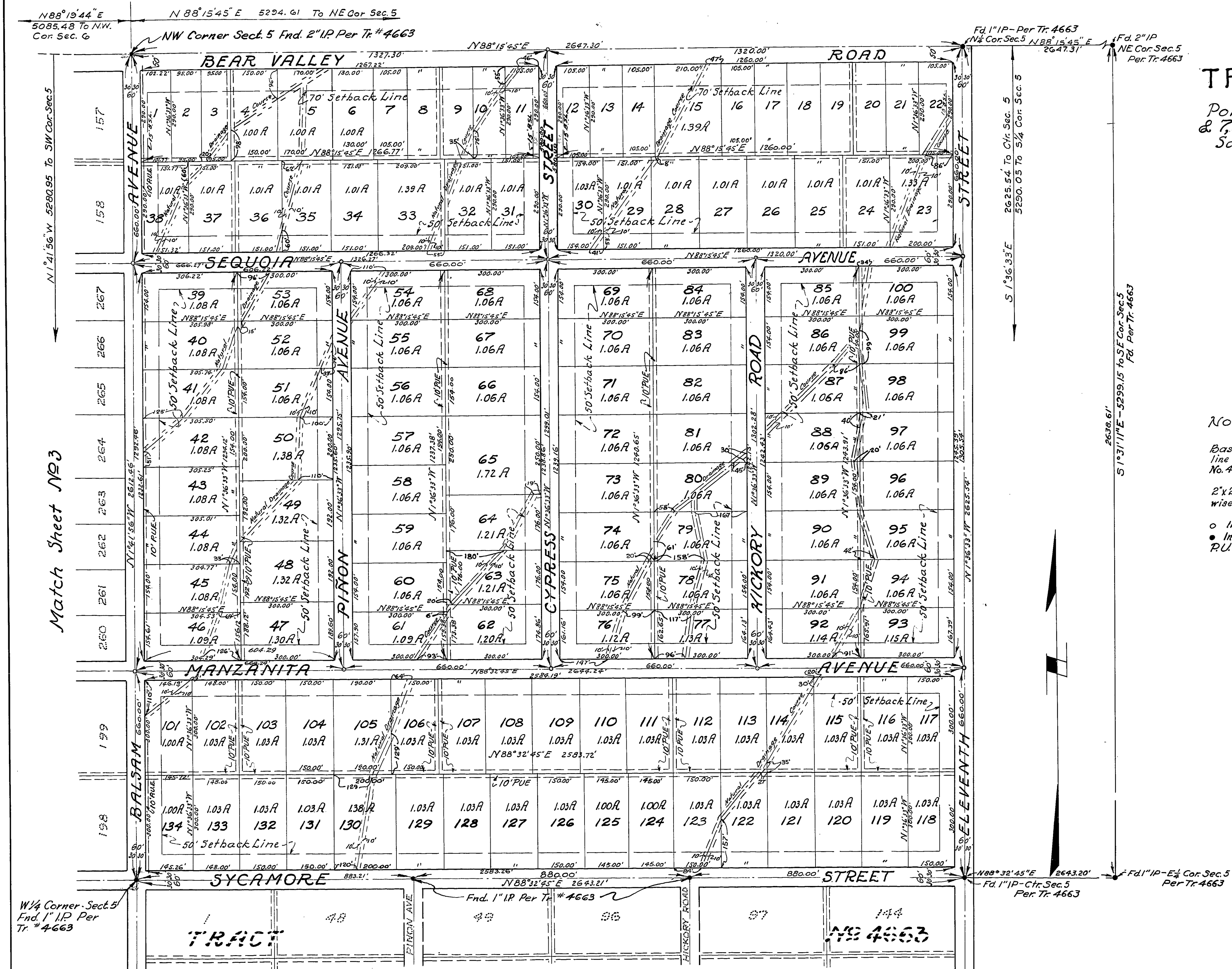
PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2022.

0812



TRACT №4635

Portions of Sections 5, 6,
& 7, all in T.4N, R.4W, S.B.B. & M.
San Bernardino County
California

Scale: $1'' = 200'$

Note:

Basis of Bearings: N 88° 32' 45" E is the center line of Sycamore Street as shown on Tract No. 4663, Book Pages

2"x2" Stakes set at all lot corners unless otherwise shown.

- Indicates 1" iron pipe set.
 - Indicates monuments found as noted.
- P.U.E. Indicates Public Utility Easement

2180

58-63

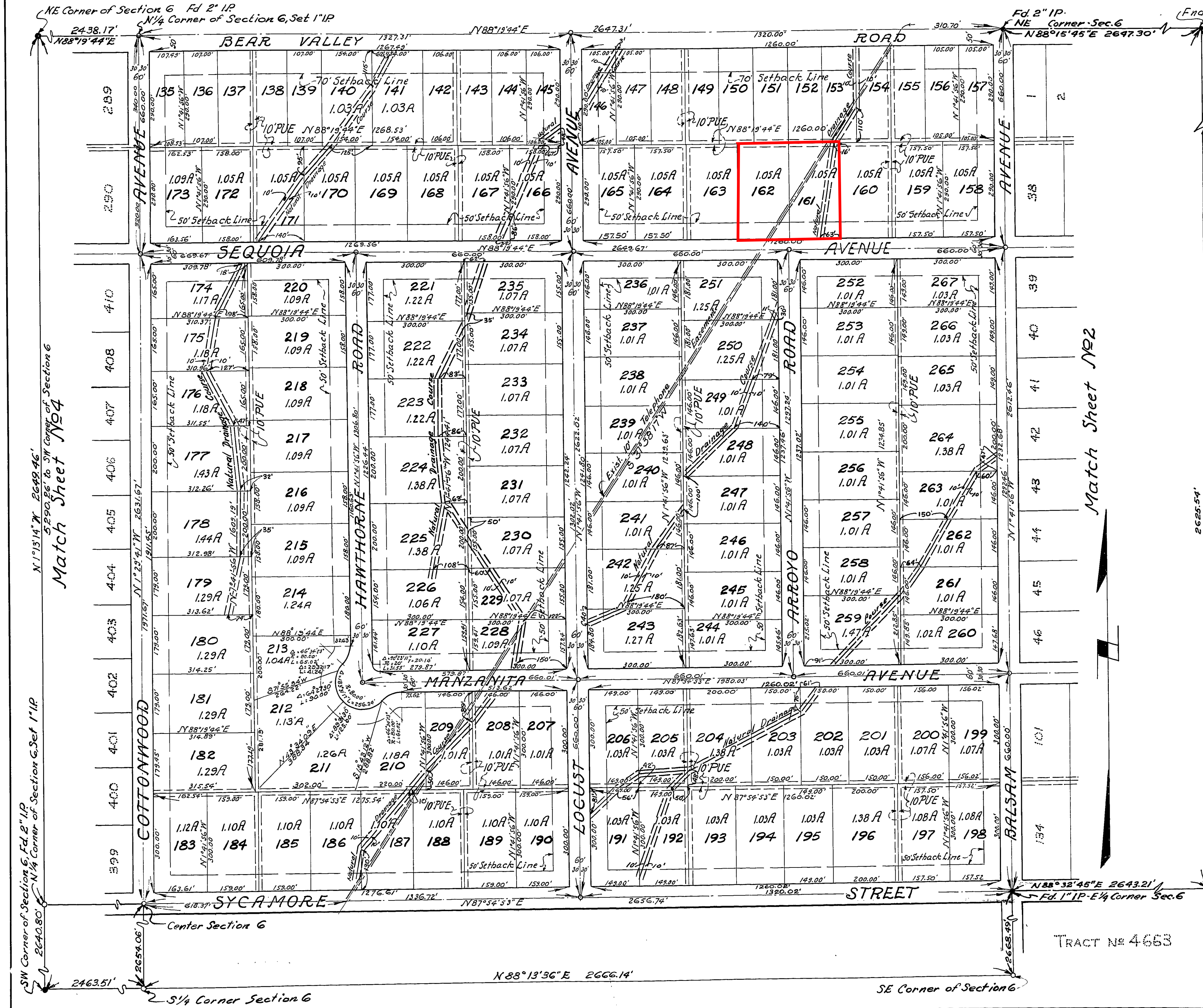
Portions of Sections 5, 6, & 7, all
in T.4 N., R.4 W., S.B. B. & M.
San Bernardino County
California

Note:

2"x2" Stakes set at all lot corners unless other
wise shown.

- o Indicates 1" iron pipe set.
- Indicates monuments found as noted.

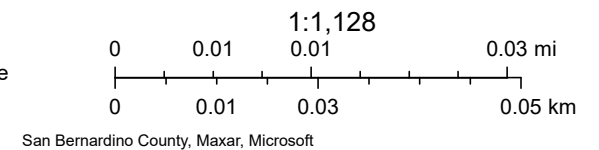
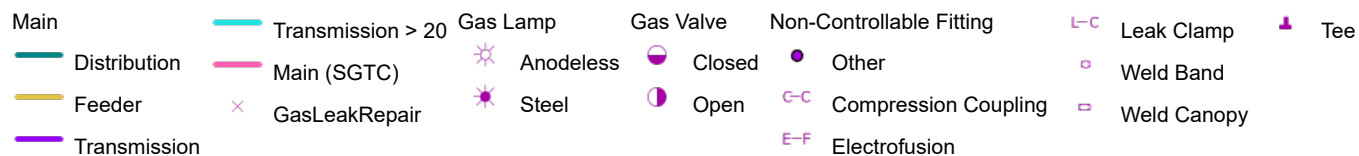
P.U.E. Indicates Public Utility Easement.



15188 & 15312 Sequoia St



9/14/2022, 8:14:17 AM



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

November 8, 2022

FROM

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

SUBJECT

Construction Contract with Corner Keystone Construction Corporation for rehabilitation of two residential units damaged in a fire.

RECOMMENDATION(S)

1. Award contract No. PC1233, effective November 9, 2022, to Corner Keystone Construction Corporation to repair and rehabilitation of two residential units damaged in a fire in an amount not to exceed \$273,778.59.
2. Authorize and direct the Executive Director to execute and deliver the contract to Corner Keystone Construction Corporation, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

HACSB residents live in safe and desirable homes and communities.

FINANCIAL IMPACT

The total contract amount is not to exceed \$273,778.59 and will be funded through insurance proceeds and HACSB's property operations budget.

BACKGROUND INFORMATION

Two housing units located at 810 and 812 Granada Court in Redlands have been damaged by fire and require extensive repair. During the incident no one was injured as thankfully all residents were able to safely evacuate their residential units. One unit requires a full rehabilitation and the second one will require significant work as well. An architectural firm (Sillman-Wright) has completed the plans and necessary construction documents in order to return these units to occupancy status.

HACSB has communicated with the contractor that work must impose as little inconvenience as possible to neighboring residents. Approval of this construction contract with Corner Keystone Construction Corporation will allow for the needed rehabilitation.

PROCUREMENT

On May 25, 2022, HACSB issued an Invitation for Bid (IFB) PC1233 for rehabilitation of the units that were damaged in the fire which resulted in 6 companies attending the job walk, in which two proposals were received. Outreach efforts included email invitations to contractors and 107 vendor notifications through the agency's electronic bidding software, PlanetBids.com. The proposals were evaluated per the requirements of the Invitation for Bid (IFB) in which Corner

Keystone Construction Corporation had the best price, considered responsive, and determined best qualified to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:		
<u>Contractors Name</u>	<u>Location</u>	<u>Total Proposed Amount</u>
Corner Keystone Corporation	Walnut, California	\$273,778.59
Pineda General Construction Inc.	Moreno Valley, California	\$274,995.00

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 the Redlands burn unit repair and rehabilitation work to Corner Keystone Construction Corporation.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 2, 2022.

CONTRACT FOR CONSTRUCTION PC1233 Redlands Burn Unit

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 9th day of November, 2022 by and between Corner Keystone Construction Corporation ("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. 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 40 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall not exceed \$273,778.59. 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. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "D" and incorporated herein by reference.
4. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "E" and incorporated herein by reference.
5. Applicable prevailing wages determined by the Department of Industrial Relations (D.I.R) attached hereto as Exhibit "F" and incorporated herein by reference.
6. All agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement.

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

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

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

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

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

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

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

ARTICLE 12. Confidential Information. HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential

Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

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

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

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

ARTICLE 16. Warranty/Guarantee.

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

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

ARTICLE 18. Accident Prevention. Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may

determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

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

ARTICLE 20. Designation of Subcontractors.

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

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

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

ARTICLE 23. Rights and Remedies of HACSB for Default.

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

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

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

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

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

If to HACSB:

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

If to Contractor:

Man Dy, VP-Operations
Corner Keystone Construction Corporation
340 S. Lemon Ave., STE. 5210
Walnut, California 91789
m@cornerkeystone.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date.
November 9, 2022

Date: _____

Corner Keystone Construction Corporation

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit “A”

Scope Of Work



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

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

GENEREAL SPECIFICATIONS

GENERAL SPECIFICATIONS AND PROJECT STANDARDS

mvanwey/jborgardt
10-8-2020

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1 SCHEDULE

Based on NTP

2 TASKS

Contractor shall provide all labor, materials, tools, equipment, debris-waste removal/disposal, transportation of materials and anything else deemed necessary to prepare the rental unit for the next tenant (vacancy turn). The minimum scope includes, but is not limited to the following (not necessarily in the correct order of work) at the completion of this project the unit must meet or exceed all Local Housing Quality Standards (HQS) located <http://ww2.hacsb.com/files/pdf/hcv/high-quality-standards-guidelines.pdf>

2.1 DEMO & TRASH REMOVAL

Remove and properly dispose of all trash and debris in the unit.

2.2 FRAMING

2.3 DOORS & WINDOWS

Replace all Windows

Replace all exterior doors and screens

Replace door weatherstripping

Replace damaged doors.

2.4 PLUMBING

Domestic water re-pipe with PEX type A expansion fittings

Clear all drains.

Check all drainpipes for leaks.

Re-build tub/shower valve.

2.5 ELECTRICAL

Check all receptacles, switches, lighting and other devices. Replace as necessary. All devices must work as designed. Replace all bulbs and damaged glass/lenses. Remove all surface-mounted interior cable TV wiring. Verify continuity of wiring from telephone jack to demarcation box at exterior.

2.6 ROUGH-IN INSPECTION

If any repair item will be concealed in a wall/ceiling, contractor shall notify HACSB 24 hours in advance for rough in inspection. This does not replace the required inspections from the local Building Department.

2.7 FINISH CARPENTRY

Install shelf & pole. Hang new doors, repair existing doors. Repair or replace door & window casing. Contractor shall inspect all items & repair or replace as necessary.

2.8 CABINETS & COUNTERTOPS

Repair cabinet faces, doors and drawers. Supply & install new cabinets as needed. Install new countertops as needed. See Materials Specifications.

2.9 EXTERIOR REPAIRS

Return exterior to pre-fire as new condition.

2.10 PAINTING

2.10.1 INTERIOR SURFACES (ALL) - APPLY 1 COAT OF PRIMER & 2 COATS FINISH PAINT.

Paint all walls and ceiling of entire interior of unit with approved color, including doors and jambs. Cabinets to be cleaned, sanded, primed and painted inside & out.

All walls to be free of any visible imperfections. No holes in any surface larger than 1/4"

If walls or ceilings need repairs, the patches, texture, and painting shall be made "corner to corner" to conceal texture differences and paint touch-ups.

Interior walls and ceilings to be textured with "knockdown" texture and primed before painting.

Entry door jambs - remove unused hardware, patch, repair and paint

Fill, sand and paint dings in front & rear door and paint interior and exterior.

Paint must be allowed to dry at least 14 days prior to installing weather-strip on exterior doors.

See material specifications for colors.

2.10.2 EXTERIOR PAINT

2.10.2.1 PRIMER

Contractor will ensure that any unpainted surface or surface requiring priming is properly primed before painting, using a primer suited to both the material being primed and the type of paint to be used. If the surface is to be stained, the contractor will touch up any bare wood with the new stain, to act as a primer, before coating the entire surface.

2.10.2.2 FINISH COAT(S)

Install intermediate and finish coat per manufacturers' specifications.

The contractor will ensure that the finish coat of paint is applied to an even finish, completely covering all areas to be painted, all other areas are to be protected during this contract. Contractor is responsible for cleaning and repairs of damages caused by all drips, spills, splatters, or overspray from areas or materials not intended to be painted.

2.11 FLOORING

2.11.1 FLOORING PREPARATION

Contractor shall prep floors for installation of finish flooring material. Check nails/screws. Correct as needed. Scrape existing flooring surfaces or emboss existing if needed. Furnish and install underlayment as needed. Skim / float minor imperfections using appropriate filler material.

2.11.2 LUXURY VINYL TILE (LVT)

Supply & Install LVT in all rooms except the upstairs bathroom.

2.11.3 SHEET VINYL FLOORING

Supply & Install approximately (35) square feet resilient sheet vinyl flooring in upstairs bathrooms. Installation type shall be flat (not coved).

2.11.4 RUBBER STAIR STRINGERS, RISERS & TREADS

Supply and install new rubber stair stringers, 36" wide stair treads and risers. Approximately (15) steps.

2.11.5 RUBBER COVE BASE

Supply & Install approximately cove base. Cove base should be installed around all cabinet bases.

2.12 FINISH ELECTRICAL

Supply & install all new devices, switches, receptacles, smoke & CO detectors, doorbell, and Telephone / CATV devices. Supply & Install fixtures & bulbs as needed.

2.13 FINISH PLUMBING

Supply & install all fixtures, sinks, toilets, valves.

2.14 APPLIANCES

All appliances must work properly at final inspection.

2.14.1 BATH EXHAUST FAN

Replace grill. Clean out fan blades / duct. Replace motor as needed.

2.14.2 KITCHEN EXHAUST FAN

Replace exhaust fan and ducting.

2.14.3 STOVE

Supply & install new stove after flooring install. Stove must be equipped with anti-tip device

2.15 FINISH HARDWARE

Supply & install all new door hardware and deadbolts. Contractor shall deliver all keyed locks/levers to HACSB 14 days prior to installation date. HACSB Staff will re-key locks to our keying system and return them to jobsite. Replace window hardware and all other finish hardware as needed.

2.16 HVAC SERVICE & REPAIR

2.16.1 EVAPORATIVE COOLER

May be repaired or replaced depending on the condition of the unit. See workmanship specifications.

2.16.1.1 REPAIR

Clean pan & pad frames. Paint pad frames & cooler shell. Coat pan with waterproof pan sealant. Replace pads. Replace float as needed. Paint or replace interior grille.

2.16.1.2 REPLACEMENT

Re-use existing plenum & mounting bracket. Install new whip. Install new rotary switch. Replace interior grille.

2.16.2 FURNACE / FAU SERVICE

Vacuum all dust out of burner area, check for gas leaks, light pilot. Check operation. Clean or paint return grille. See workmanship specifications.

2.17 WINDOW COVERINGS

Supply & install all new window coverings. Supply & install all new exterior window screens.

2.18 CLEANUP

Completely clean windows of all stickers and debris. Window glass to be cleaned inside and outside. Unit shall be cleaned completely interior and exterior. Floors shall be swept, and dust mopped. Front & rear yard shall be raked.

3 PROJECT REQUIREMENTS

3.1 CONTRACTOR RESPONSIBILITIES

3.1.1 GENERAL CONDITIONS

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

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

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

It is the responsibility of the contractor to verify all dimensions and quantities to meet the intent of the plans, scope of work and specifications. Installation of Contractor's material constitutes acceptance of all adjacent work as being qualified to accept the new material.

Contractor and subcontractors are to protect adjacent materials at all times. Damage to adjacent material will be the responsibility of the contractor causing damage to repair at no additional cost to HACSB. The Contractor shall pick up all debris (including nails, scrap lumber, concrete forms, spikes...) continuously throughout each work day. Storage or sale of removed items or materials on-site will not be permitted. Clean adjacent buildings and improvements of dust, dirt and debris caused by construction operations. Return adjacent areas to condition existing before start of construction. Entire construction site will be kept safe from public access at all times. Adequate barriers will be furnished and installed by the contractor as to provide public safety at all times, as well as work site safety at all times.

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

3.1.2 PROJECT CONDITIONS

This contract is for construction work in and around occupied units. Contractor and all employees will present themselves and their staff in a professional manner at all times on site. Residents and HACSB staff will be treated with respect and courtesy at all times.

Contractors and employees must wear a uniform shirt clearly identifying the company.

No smoking on HACSB property per current HACSB lease agreements.

If a contractor's employee is not in compliance with the terms of this agreement, or is disrespectful to residents or HACSB Staff, the employee will be asked to leave the worksite immediately.

HACSB will provide a contractor key at the start of construction. Key must be returned on or before the contract end date. Liquidated damages will be assessed for each additional day the contractor is in possession of the key. See Section 6.1.2 CONTINGENCY.

Contractor shall keep accurate records of changes to the work, such as locations, dimensions and product specifications. These should be documented on the working hardcopy of the plans (as-built). If the Working Hardcopy Drawings are properly maintained during construction, when project construction is complete, the As-built Drawings should be near completion.

3.1.3 RESIDENT PERSONAL PROPERTY

Resident's personal property must be protected at all times. Contractor shall cover any items in the immediate vicinity with tarps/plastic to prevent dust/overspray from damaging property.

3.1.4 POLLUTION CONTROLS

Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations. Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water. No water runoff from site into curb/gutters. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.1.5 SUBMITTALS

3.1.5.1 SUBMIT WITH BID PACKAGE

Material specifications or technical bulletins certifying that each material item complies with or exceeds specified requirements.

Rough construction schedule for 4-unit group with start/end dates of major tasks.

3.1.5.2 AT PRE-CONSTRUCTION MEETING

Revised detailed construction schedule for 4 unit group detailing work to be performed, work duration & start/end dates.

Contact list with assigned foreman & all subcontractors.

Written cost estimate for each unit. (see Exhibit C)

3.1.5.3 PRIOR TO START

Appliance List (dimensions for rough-in)

Cabinet Shop Drawings (for locations of mechanical & plumbing)

Door List

Electrical List (bath fan, doorbell, smoke/carbon monoxide detector rough-in)

HVAC List (evap cooler, wall furnace rough-in)

Finish Plumbing List (bath sink and grab bar rough-in)

3.1.5.4 PRIOR TO CABINET INSTALL

Cabinet Finish Sample

Countertop sample (or color sheet)

3.1.5.5 PRIOR TO PAINTING

Finish Hardware List

3.1.5.6 SUBMIT WITH FINAL INVOICE

Product documentation of all major items (Appliances, HVAC, Lighting, etc...)

3.2 HACSB RESPONSIBILITIES

3.2.1 PROJECT CONDITIONS

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

3.2.2 NOTIFICATIONS

HACSB will notify adjacent residents in advance of the project based on Contractor's project schedule. Notification will include language to require removal of all personal property in any areas affected by construction operations.

3.2.3 ACCESS TO UNIT

HACSB will provide a Contractor Key at the start of construction. Key may be picked up at the Management Office (see Section 1, Project Information).

3.3 MUTUAL RESPONSIBILITIES

3.3.1 SCHEDULING

Contractor shall submit proposed work schedule detailing work location, work to be performed & work duration at the pre-construction meeting.

3.3.2 INSPECTIONS

Contractor must notify HACSB to allow inspection prior to covering any work. If HACSB is not available or not available within a reasonable time, it shall be the Contractor's responsibility to take photographs and furnish proof that the repairs were performed and completed properly. HACSB inspections do not replace any inspections required by the City of Colton Building Department.

4 PROJECT RISKS

4.1 RAD REHAB CONTRACT DEADLINE

HACSB has entered into a binding contract with the U.S. Department of Housing & Urban Development to restructure certain real estate holdings. A major requirement of this contract includes funding for repairs to the buildings & surrounding areas.

4.1.1 RISK

HACSB is at risk of losing significant funding if this project is not completed on schedule.

4.1.2 CONTINGENCY

Due to the contractual agreement with HUD, time is of the essence for this project. Liquidated damages in the amount of \$250 per day will be assessed for this project if it is not completed within 40 calendar days from the notice to proceed.

4.2 RESIDENT OCCUPANCY STANDARDS

Residents have entered into a binding contract with HACSB to have a fully functioning and safe dwelling unit including all utilities.

4.2.1 RISK

HACSB is at financial risk if contractor does not complete repairs on schedule. A dwelling unit must have hot & cold running water, functioning restroom & kitchen facilities, and conditioned space (heat/cool) to be approved for continued occupancy. If the contractor's work progress as a result of this project results in any utilities (water, gas, electrical) being inoperative by the end of the scheduled work day, this renders the unit below the HUD Housing Quality Standards (HQS). HACSB must provide alternate living arrangements (hotel) for the duration of the utility interruption.

4.2.2 CONTINGENCY

If contractor fails to return the unit to HUD HQS condition by the end of the scheduled work day, contractor will be assessed per diem charges for each night residents are displaced. Per diems are calculated per authorized resident based on the HUD HQS Standard for family size and occupancy.

Current per diem rates are \$102.00 per night for lodging and \$61.00 per day for meals for each resident displaced. (Source: 2019 California, San Bernardino County Rates. www.federalpay.org)

4.3 ADDITIONAL COSTS TO THE OWNER OR OBSERVATION SERVICE

HACSB has budgeted to retain the services of a third party Observation Service to observe the status and progress of the asbestos abatement work for completeness and general compliance with the requirements of the Contract Documents. HACSB has also budgeted to temporarily relocate the residents during the abatement and re-piping operations.

4.3.1 RISK

In the event that Vacancy Contractor disturbs or damages any additional asbestos containing material after the abatement operations have been completed and clearance is issued, the area must be immediately contained and the Observation service will be notified. If reviews and/or Clearance Testing by the Observation Service or regulatory agencies shows that the Work Area or any portion of the Work Area has been contaminated or if the Work is not in conformance with the Contract Documents, the Owner and the Observation Service will incur additional costs for abatement, labor, samples, laboratory services, and resident relocation.

4.3.2 CONTINGENCY

The owner and his Consultants will record all time, tests and project related expenses expended to monitor the Work until the work is in compliance. All time, and expenses recorded by the Owner, Observation Service, and Abatement Contractor to abate the additional ACM, monitor the above work, and all time, tests and project related expenses incurred by the Owner and Observation Service and Abatement Contractor outside the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Plumbing Contractor.

If the resident must be relocated for longer than the originally scheduled days due to any of the conditions in the paragraph above, all expenses recorded by the Owner for relocation of the resident longer than the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Vacancy Contractor.

The Vacancy Contractor, promptly upon receipt of the billing from the Owner, shall reimburse the Owner at the normal billing rate of the Owner or the Observation Service and his Consultants, or the Owner is authorized to withhold funds from the Contract Sum, for all time spent by the Owner, Observation Service and Abatement Contractor for abatement, reviews, testing, and other project related expenses, and any additional resident relocation costs when any of the above conditions occur.

5 CONTRACT COMPLIANCE

5.1 COMMUNICATIONS PLAN

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

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

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

Contractor shall monitor & update the construction schedule weekly.

All communication between HACSB and Contractor shall be in writing.
Text messaging (SMS, MMS) are not valid or binding for change orders, notices, requests for information and other legal communication.

5.2 QUALITY MANAGEMENT PLAN

Quality shall be managed by a 5 part plan: Qualifications, Pre-Install Meeting, Inspections, Corrections and Warranty.

5.2.1 QUALIFICATIONS

Installers shall have at least 2 years' experience with installation of the specific assembly or products under similar conditions. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.

Source Limitations: Provide and install assemblies of materials and accessories produced by a single manufacturer.

5.2.2 PRE-INSTALL MEETING

Hold a pre-installation conference, two weeks prior to start of installation. Attendees shall include Contractor, Sub-Contractors, HACSB Project Coordinator.

Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of construction materials and components, installer's training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

5.2.3 INSPECTIONS

5.2.3.1 INSPECTIONS BY HACSB

HACSB may inspect work while installation in progress to verify proper materials are installed and the proper installation of materials. HACSB will inspect all repairs and overall conditions upon completion, including proper finishes of wall and ceiling materials.

HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications.

5.2.3.2 INSPECTIONS BY LOCAL BUILDING AGENCY

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

Contractor to schedule inspections prior to covering work.

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

5.2.4 CORRECTIONS

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

It is the responsibility of each contractor to protect their work from damage until such time that HACSB has accepted such work in writing.

All defects/damage will be repaired by contractor at the expense of the contractor prior to final acceptance. During this time if the unit fails to meet HQS standards, contractor is responsible for relocation of resident per section 6.2 "Resident Occupancy Standards"

5.2.5 WARRANTY

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

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

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

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

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

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

6 STANDARDS COMPLIANCE

All work performed shall be in strict compliance with all plans and specifications for the project. This section includes materials specifications, workmanship specifications, and governmental regulations.

6.1 MATERIALS SPECIFICATIONS

Pursuant to California Public Contract Code Section 3400, HACSB does not specify a designated material, product, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, or service.

According to the exceptions allowed under PCC §3400 (c) (2), some products are specified as "NO SUBSTITUTIONS" in order to match other products in use either completed or in the course of completion.

All other products are subject to substitution by the prospective bidder, and the alternate materials proposed by the bidder must be submitted **with bid documents**.

Changes to material specifications during the construction phase must be submitted and approved in writing by HACSB prior to installation of any materials.

6.1.1 ABBREVIATIONS

The following is a list of abbreviations used for product manufacturers or vendors:

AMS: American Standard

ARM: Armstrong Flooring, Inc.

BRO: Broan Appliances

BUR: Burke Flooring

FRK: Frost King

GE: GE Appliances

HDS: HD Supply Facilities Maintenance

HON: Honeywell International Inc.

HUB: Hubbell Electrical Inc.

JHF: James Hardie Fiber-Cement Products

JON: Johnson Hardware
KWI: Kwikset Residential Locks
PAN: Panasonic Corporation
PEM: Pemko Manufacturing Co.
PHO: Phoenix Manufacturing (Coolers)

RS: Rapid Set®
SCH: Schlage
THD: The Home Depot
WIL: Williams Comfort Products

6.1.2 ACCESS PANELS

6.1.2.1 INTERIOR

Flush mounted high impact polystyrene panel with snap-in cover. Acudor #PA3000, Oatey #34044

6.1.2.2 EXTERIOR

Flush-mounted 14 gauge metal door with one piece 16 gauge trim flange and frame. Must have concealed hinges with stainless steel screwdriver operated cam-lock. Acudor #UF5000

6.1.3 APPLIANCE SPECIFICATIONS

Appliances shall be **white** unless otherwise specified.

6.1.3.1 KITCHEN VENTILATION FAN

Match existing.

6.1.3.2 STOVE

Stove shall use electronic ignition. Controls must be located at the front, or placed so that the user does not reach over hot burners. Must be equipped with oven light. GE #JGBS10DEMWW or equal.

6.1.4 CABINET SPECIFICATIONS

6.1.4.1 NEW CABINETS

6.1.4.1.1 SUBMITTALS

Shop Drawings: Indicate type, location, size, and hand of each component. Include requirements for blocking and relationship with adjacent construction.

Finish Samples: Two samples, minimum size 6 inches (150 mm) square representing actual substrate, finish product and color.

6.1.4.1.2 QUALITY ASSURANCE

Manufacturer Qualifications: Minimum ten years' experience manufacturing similar products.

Installer Qualifications: Minimum two years' experience installing similar products.

Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship. Do not proceed with remaining work until workmanship, color, and sheen are approved by HACSB representative.

Remodel mock-up area as required to produce acceptable work.

6.1.4.1.3 DOOR STYLE

Door: MDO plywood slab veneer, with edge band. Semi Full Overlay.

Drawer Front: MDO plywood slab veneer, with edge band. Semi Full Overlay

6.1.4.1.4 CABINET BODY

1. Face Frames:

a. Construction: Mortise and tenon, glued and fastened.

- b. Horizontal Rails: 3/4 inch by 1-1/2 inches (19 mm by 38 mm) kiln dried hardwood.
- c. Vertical Stiles: 3/4 inch by 1-1/2 inches (19 mm by 38 mm) kiln dried hardwood.
- 2. Cabinet Ends:
 - a. Exposed Ends: 1/2 inch (13 mm) Gran Lam laminated plywood, CARB 2 compliant.
 - b. Wall Cabinet Ends: Rabbeted to receive tops and bottoms.
 - c. Base Cabinet Ends: Rabbeted to receive floor and shelf.
- 3. Drawer Box Construction
 - a. Drawer Header, Slab: Solid hardwood, lap joinery construction, top coated (4 sides).
 - b. Bottom: 1/4 inch (6 mm) plywood or high density fiberboard.
 - c. Sides: 1/2 inch plywood, rabbet joint machined all four sides, with dado for bottom.
 - d. Joints: Glued and power nailed.
 - e. Side-mount Guides: Epoxy coated with 75 pound load capacity and a lifetime warranty.
- 4. Wall Cabinet and Base Cabinet Shelving:
 - a. Shelving: 1/2 inch (13 mm) laminated plywood, CARB 2 compliant; no shelving in sink base.
 - b. Base Shelf: Half depth, fully adjustable.
- 5. Wall Cabinets Top and Bottom: 1/2 inch (13 mm) laminated plywood, CARB 2 compliant; let into sides and face frame. Joints glued and power nailed.
- 6. Base Cabinet Floors: 1/2 inch (13 mm) laminated plywood, CARB 2 compliant; let into sides and face frame. Joints glued and power nailed. Back of floor set on supporting member, glued and fastened.
- 7. Cabinet Backs: 1/4 inch laminated plywood or high density fiberboard, CARB 2 Compliant.
- 8. Door Hinges: Self-closing 108 degree opening concealed hinges.
- 9. Finish: Vista Paint No. 5700 PolyTec Semi-Gloss (see PAINT SPECIFICATIONS)
- 10. Cabinet Pulls: 3" wire pull. Satin Chrome Finish.

6.1.5 CAULKING/SEALANT

NO SILICONE CAULKING WILL BE PERMITTED ON THE JOBSITE due to adhesion failure of subsequent materials (other sealants, paint, stucco, etc.). Sealants must be approved for use by manufacturer of the product(s) to which it is being applied.

6.1.6 COOLER PAN COATING

Refined asphalt emulsion with corrosion inhibitor. Dial Manufacturing #5351 or equal.

6.1.7 COUNTERTOP SPECIFICATIONS

Countertops to be solid surface. Composition: Acrylic resins, fire-retardant mineral fillers, and proprietary coloring agents. Through-the-body color for full thickness of sheet material. Thickness: 1/2 inch nominal thickness with built up edge profile. Edge detail shall have slightly rounded shape, with no sharp edges. Substrate is 3/4" plywood. Sink Cut-outs to be for top-mounted "drop-in" style sinks. Color determined by Project Coordinator. Samples must be approved by Project Coordinator prior to ordering. Manufacturer: Wilsonart® or equal.

6.1.8 DOOR SPECIFICATIONS

All new doors to be 6 PANEL style. If door is replaced, install a standard pre-hung door / jamb and casing. All doors to have wall plate to protect wall from knob.

6.1.8.1 BY-PASS CLOSET DOORS

Bypass closet doors shall be standard 1 -3/8" thick hollow core interior doors.

Hardware and aluminum head track should be rated for 75 lbs. per door. Track shall use double leg "J" track. Hangers shall be side mounted, with twin rollers.

Recommended Manufacturer: JON #2200F

6.1.8.2 EXTERIOR DOORS

Wall plate at all entry doors shall be designed to prevent accidental locking of knob.

HDS#807833 or equivalent. Doors may be pre-hung or site built depending on existing conditions:

6.1.8.2.1 PRE-HUNG DOOR ASSEMBLY

Exterior pre-hung doors shall use built-in weather-stripping as designed by the product manufacturer. Threshold shall be permanently attached to jamb and must be ADA compliant as installed (1/2" high maximum, with beveled edge)

6.1.8.2.2 SITE BUILT DOORS

DOOR: Solid Core, 1-3/4" Thickness, Metal or Fiberglass skin.

JAMB: Timely Adjustable Frame (A Series) with TA-30 Colonial Casing. Color: Western White

THRESHOLD: Must be ADA compliant as installed (1/2" high maximum, with beveled edge).

WEATHER-STRIP: Shall use an extruded aluminum retainer with mechanical groove to accept replaceable barbed seal inserts. Inserts shall be open-celled foam with poly liner ("Q-Lon").

FRK #VA38W, HDS #808501 or equal.

6.1.8.3 INTERIOR DOORS

Standard hollow core with embossed high density fiberboard skin. Pre-Hung doors shall be ordered with correct jamb width for wall / plaster thickness. JAMB EXTENSIONS WILL NOT BE ALLOWED ON INTERIOR DOORS. All doors to have wall plate to protect wall from knob.

6.1.9 DRYWALL SPECIFICATIONS

Drywall for use in kitchens and bathrooms shall be of water-resistant type. Acceptable drywall products: Sheetrock® Mold Tough or Gold Bond® PURPLE XP or equal.

Joint tape shall be high tensile strength paper type. Fiberglass mesh tape not acceptable over joints.

Joint compound in **high moisture areas** (toilet/tub/shower) shall be Cement-based, fast-setting, non-shrink, polymer modified spackling and joint compound that can be used from featheredge to 1/2" thick. Rapid Set® OnePass® or equal.

6.1.10 DRYWALL TAPE

Drywall panel joints: Cross fibered paper tape, minimum 2" wide, buffed both sides, center creased. FIBERGLASS MESH NOT PERMITTED AT PANEL JOINTS.

Metal trim: Fiberglass mesh tape as specified by the trim manufacturer.

6.1.11 ELECTRICAL PARTS SPECIFICATIONS

Receptacles and switches to be same or similar to wall color. (IVORY). Receptacle and switch plate covers to be unbreakable vinyl type. Receptacle and switch plate covers at firewall locations to be metal. Receptacles for dedicated appliances (laundry) to be single outlet. HUB#RR201W or equal.

All bathrooms to have occupancy sensor for main lighting. HDS#374603 or equal.

Smoke and Carbon Monoxide detectors shall be equipped with strobes for use by persons with visual impairment and shall be equipped with battery backup.

Doorbell system shall be strobe type and must signal in living room and all bedrooms. Signal type or flash pattern must be distinct from the smoke detector/CO signals.

6.1.12 FLOORING

6.1.12.1 LUXURY VINYL TILE (LVT)

High Performance Luxury Vinyl Tile. Class III printed film vinyl plank Type B (embossed). Plank Size 6" x 48" x .070" minimum thickness. Glue down installation. 7 Year Wear Warranty.

Acceptable Products:

Mohawk Batavia II | Color: Driftwood;

Shaw Patcraft | Style: i323v Timber Grove 12 | Color: 00684 Laurel

6.1.12.2 SHEET VINYL FLOORING

Heterogeneous Vinyl Sheet with 4 ply fused backing system. Type 1, Grade 1. Minimum thickness: .070". Glue down installation. 7 year wear warranty.

Acceptable Products:

Mohawk Fieldcrest | Color: Canyon Tan

Shaw Patcraft | Style: i320v Organic Hue | Color: 00140 Wheat

6.1.12.3 STAIR STRINGERS & RISERS - RUBBER

Shall be manufactured from a proprietary thermoplastic rubber formulation designed specifically to meet the performance and dimensional requirements of ASTM F-1861, Type TP, Group 1 (solid) Standard Specification for Resilient Wall Base. Stair risers shall be a minimum .080" thickness. Color to be approved by project coordinator.

Acceptable Products:

Burke Endura

Tarkett Rubber Stringers & Risers

6.1.12.4 COVE BASE - RUBBER

Resilient Rubber Wall Base in Thermoset (TS) rubber formulation to meet the dimensional and performance requirements of ASTM F-1861, Type TS, Group I (solid), CV - Curved (Toed) profile. Manufacturer: Burke Flooring, 2250 South Tenth Street, San Jose, CA 95112.

www.burkeflooring.com Colors: 4CV-502P (Brown) NO SUBSTITUTIONS

6.1.13 FASTENERS

Bolts, Nails and Screws shall be rust-resistant.

6.1.14 HARDWARE SPECIFICATIONS

All door hardware to be polished brass finish

Passage Knob – KWI #92001-234 or equal

Privacy Knob – KWI #93003-039 or equal

Dummy Knob – KWI #448T or equal

Entry Locking Knob – SCH #F51 PLY

Storeroom Locking Knob – SCH #F80N PLY

Deadbolt – Heavy Duty Single Cylinder SCH #B60N

Locks shall be compatible with Schlage "C" Keyway

NO SUBSTITUTIONS

6.1.15 HVAC SPECIFICATIONS

6.1.15.1 BATH FAN

New bath exhaust fan shall be Energy Star certified, deliver ventilation airflow at 50 cfm, and must have a sound rating of three sones or less at the required flow rate. Installation shall meet ASHRAE62.2-2016. Suggested Models - PAN #FV-0511VK2 (50-110 CFM adjustable) or equal.

6.1.15.1 EVAPORATIVE COOLER

6.1.15.1.1 SIZED TO THE UNITS SQUARE FOOTAGE.

6.1.15.1.2 3500CFM, SIDE DRAFT, 2 SPEED 1/3 HP MOTOR.

PHO # Frigiking FS350 or equivalent.

6.1.15.2 EVAPORATIVE COOLER SWITCH

6 Position rotary switch, mounted on a standard 1 gang wall plate. DIAL #7110 or equal.

6.1.15.3 FORCED AIR UNIT

60K BTU Induced Draft Natural Gas Furnace. 80% AFUE. Goodman GMS80703AX, or HDS #259622 or equivalent.

6.1.15.4 THERMOSTAT

LUX Mfg. #PSP511C-010 NO SUBSTITUTIONS

6.1.15.5 VENTING

New vent pipe for mechanical equipment in exposed locations shall be minimum 30GA single wall galvanized steel. Diameter to match the draft hood of the appliance.

6.1.16 LIGHTING FIXTURE SPECIFICATIONS

All new lighting fixtures to be LED technology

New bulbs in existing fixtures shall be LED

Bed / Hall – 13" Diameter LED w/ Satin Nickel Finish & Frosted Glass. HDS #326462 or equal.

Bathrooms – 2 ft. LED wall fixture with acrylic cover. HDS #326957 or equal.

Kitchen - 4 ft. LED fixture with wrap around acrylic lens. HDS #326726 or equal.

Exterior Wall Fixture - 9 Watt "Carriage" style LED. HDS #326803 or equal.

6.1.17 MILLWORK & MOLDING SPECIFICATIONS

New wood trim casing to match existing.

New wood trim baseboard to match existing.

If exact match is not possible, contractor will replace all trim in unit to match.

6.1.18 PAINT

Products specified by name and number are products of the Vista Paint Corporation, Fullerton, California. NO SUBSTITUTIONS will be allowed due to the need for consistent paint touchups.

Colors to be determined by HACSB Project Coordinator prior to application.

Contractor shall be prepared to provide labor and materials to apply up to one gallon of paint on substrate at no additional charge for application of paint samples.

6.1.18.1 CABINETS

Color: #23 Swiss Coffee

Prime Coat Vista No. 6600 Aqua Lac Waterborne Lacquer Undercoat

First Coat Vista No. 5700 Polytec Semi-Gloss

Second Coat Vista No. 5700 Polytec Semi-Gloss

6.1.18.2 INTERIOR WALLS, DOORS & TRIM

Color: "ICI Pearl White"

Prime Coat Vista No. 4000 Uniprime

First Coat Vista No. 7400 Interior Acrylic Semi-Gloss.

Second Coat Vista No. 7400 Interior Acrylic Semi-Gloss.

6.1.19 PLUMBING PARTS SPECIFICATIONS

All plumbing products shall be "Lead Free" per CA Health & Safety Code § 116875. For compliance information see the CA Dept of Toxic Substances website at:

www.dtsc.ca.gov/PollutionPrevention/LeadInPlumbing_Legislation.cfm

6.1.19.1 ANGLE STOPS

All angle stops shall be ¼ turn ball valve style. Compression x Slip Joint Fittings
Size: 1/2" Nominal Copper Pipe (5/8" Dia. Compression) x 7/16 & 1/2" Slip Joint (1/2" MIP thread). **Outlet fitting size must be ½" MPT.** Brasscraft #KT3341, NO SUBSTITUTIONS

6.1.19.2 BALL VALVES

Lead-free brass full port ball valve with plastic-coated stainless-steel lever. NSF61 Certified. Ball valves must be threaded type.

6.1.19.3 COOLER SUPPLY FITTINGS

Any of the following 3 options will be acceptable depending on supply chain availability. All units must use the same option.

6.1.19.3.1 OPTION #1 - THREADED ANGLE STOP

Angle Stop - ½" FIP X ¼" OD Compression, Brasscraft #KTR07

6.1.19.3.2 OPTION #2 - THREADED BALL VALVE & MALE ADAPTER

Ball Valve - Standard ½" FIP Brass Ball Valve

Male Adapter - ½" MIP to ¼" COMP adapter - Brasscraft #68-4-8X

6.1.19.3.3 OPTION #3 - COMPRESSION ANGLE STOP & FEMALE ADAPTER

Angle Stop - Same as fixtures: 1/2" Nom CU Comp X 1/2" MIP, Brasscraft #KT3341

Female Adapter - ½" FIP to ¼" COMP adapter - Brasscraft #66-4-8X

6.1.19.4 COOLER SUPPLY TUBING

Cooler supply tubing shall be ¼" black or brown colored polyethylene, resistant to UV degradation. Copper tubing is acceptable, but not recommended due to theft.

6.1.19.5 COPPER PIPE AND FITTINGS

New copper pipe shall be Type "L"

6.1.19.6 DOMESTIC WATER LINES

All water lines to be Uponor PEX type A

Color coded: Red – Hot, Blue – Cold, White – Supply

Plumb Home runs from manifold to each fixture

No joints to be concealed behind drywall.

No PEX to be used exterior of the building

New piping system shall be flushed per CA Plumbing Code Section 609.9

6.1.19.7 DRAIN PANS

Water Heater drain pans shall be non-flammable and corrosion resistant. 1 ½" high minimum.

6.1.19.8 EARTHQUAKE STRAPS

Must be approved by CA Office of State Architect (OSA). Perforated metal plumber's strap is not acceptable.

6.1.19.9 FIXTURES

6.1.19.9.1 BATH FAUCET

Bath faucets to be single lever. Valve function must be stainless steel ball type. **Fitting size must be ½" MPT.** Sink Faucet Aerator flow not to exceed 1.0 GPM @ 60 PSI. Aspen or HD Supply #411845 or equivalent.

6.1.19.9.2 BATH SINK

Bath sink – 19"x17" oval self-rimming white china HDS# 404678 or equivalent.

6.1.19.9.3 KITCHEN FAUCET

Kitchen faucets to be single lever (no spray hose). Valve function must be stainless steel ball type. Sink Faucet Aerator flow not to exceed 1.0 GPM @ 60 PSI.

Fitting size must be ½" MPT. Aspen or HD Supply #412349 or equivalent.

6.1.19.9.4 KITCHEN SINK

Kitchen sink – 33"x22" Double bowl, self-rimming, 8"deep, three hole, stainless steel. HDS#500872

6.1.19.9.5 SHOWER HEAD

Flow not to exceed 1.5 GPM @ 60 PSI.

6.1.19.9.6 SHOWER VALVE

Tub/Shower valves to be Delta #R10000-UNWS. This valve uses the same internal parts as the Kitchen & Bath faucets listed above. NO SUBSTITUTIONS.

6.1.19.10 HOSE BIBBS

Must be ½" FIP threaded at the inlet fitting for ease of replacement. ¼ turn ball valve style. Install non-removable anti-siphon valve at garden hose fitting.

6.1.19.11 SUPPLY LINES @ FIXTURES

Sink & toilet supply lines shall be flexible polyethylene tube with braided stainless steel jacket. Threaded fittings must be ½" FIP to match angle stops and shower valves.

6.1.19.12 SUPPLY LINES @ WATER HEATER

Water heater supply lines shall be **flexible corrugated stainless steel** with ¾" FIP (female iron pipe) brass fitting at both ends. Both ends shall have female fitting to allow uniform repairs in the future. Length shall be chosen based on specific installation conditions, and shall not have excessive bends or kinks.

6.1.19.13 WATER HEATERS

Domestic hot water heaters shall be high efficiency natural gas design. Water connections must be top mounted and must be equipped with brass full flow ball valve style drain valve. Must meet the thermal efficiency and standby loss requirements of the U.S. Department of Energy and current edition of ASHRAE/IES 90.1. Must comply with the Federal Energy Conservation Standards effective April 16, 2015, in accordance with the Energy Policy Conservation Act (EPCA), as amended. Minimum Energy Factor (EF) 0.63; First hour rating at least 70 Gallons per hour @135F. Water heater shall have a minimum 6-year warranty on tank and parts.

6.1.20 WINDOW COVERINGS

Shall be vertical blinds, mounted outside of the window opening, with 4" overlap on each side. Vertical Blinds shall be white baked enamel with aluminum alloy headrail. 1¾" wide x 1¼" high.

Mechanism shall be direct drive 1:1, self-align, rack & pinion gear system.
White Vinyl louvers curved .024-.027 thickness. No texture or embossing.

6.1.21 WINDOWS & GLASS SPECIFICATIONS

Qualified window manufacturers will meet the following criteria:

Minimum ten years manufacturing vinyl and Aluminum windows

Products to be tested by the National Fenestration Rating council (NFRC).

Acceptable manufacturers are Superior, Window Master, Milgard or equal

Products to bear ASTM label (American Standard Testing Method).

Window glass specifications:

Low E glass as manufactured by Cardinal Industries or equivalent

Glazing to be minimum $\frac{3}{4}$ " dual glazed with low E coating on the number three surface

U Value to be a minimum 0.35

SHGC (solar heat gain coefficient) to be a minimum 0.30 - 0.25 if tax rebate applies

6.1.22 OTHER MATERIALS

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

6.2 WORKMANSHIP SPECIFICATIONS

Work performed by the general contractors and/or subcontractors shall be performed in a good workmanlike manner and quality. Workmanlike quality is defined as workmanship that meets or exceeds HUD Housing Quality Standards (HQS), Specific City Building Codes, or Uniform Building Codes, whichever is more stringent. For more information on HUD HQS, see the "Landlords" page on our website: www.hacsb.com/landlords

6.2.1 CABINET REPAIRS

Cabinets shall open/close as originally designed. Drawers shall slide smoothly. Replacement cabinet doors and drawers shall match existing. Submit sample for approval prior to installation. Replace all existing knobs with the same pulls as specified for new cabinet installation. Repair all surface imperfections. Finish to match other cabinets within the unit. (See paint specifications)

6.2.2 CLEANING WORK

Clean entire unit to make rent ready. Clean interior of all cabinets and drawers

All window tracks to be vacuumed and clean. All windows to be cleaned inside and outside.

Install temporary protective plastic on carpet at entry doors and hallways

6.2.3 COUNTERTOP WORK (SOLID SURFACE)

6.2.3.1 QUALIFICATIONS

Minimum of three years documented installation experience for projects similar in scope and complexity to this Project, and currently certified by the manufacturer as an acceptable installer.

6.2.3.2 INSTALLATION

Install solid surfacing components plumb, level, and true according to approved shop drawings and manufacturer's published installation instructions. Use woodworking and specialized fabrication tools acceptable to manufacturer.

Place seams in locations shown on approved shop drawings and acceptable to manufacturer. Form joint seams with specified seam adhesive. Promptly remove excess adhesive. Seams shall be inconspicuous in completed work.

Provide minimum 1/2 inch radius for countertop inside corners.

Fill gaps between countertop and terminating substrates with manufacturer's approved sealant.

Rout sink cutouts to manufacturer's template. If sinks are to be installed by sub-contractor, counter top installer shall field verify that sinks fit correctly in the openings.

Install backsplashes and end splashes where indicated on Drawings. Adhere to substrate with specified construction adhesive.

Caulk all joints & edges with manufacturers approved caulking. Color to match countertop.

6.2.4 DRYWALL REPAIR

Units were built in 1971 and are subject to lead safe work practices. The drywall compound contains asbestos. Refer to Asbestos and Lead-based Paint Report for specific locations.

Contractor must not remove or disturb any interior drywall surfaces. If there is water damage and moisture is present, or there is evidence of mildew/mold, contractor is to secure the site. Do not disturb the affected area. Seal affected area with 6 mil black plastic taped to wall, clean up all debris and contact HACSB Project Coordinator for next steps.

6.2.5 ELECTRICAL WORK

Install carbon monoxide and smoke detectors per code requirements.

See EXHIBIT D - Carbon Monoxide Detectors

All interior lighting must be operational.

All interior receptacles & other devices must be operational.

Receptacles controlled by switch will be installed with ground prong up and lower half controlled by switch.

Outlet for stove to be below counter height

Range vent hood to have receptacle inside upper cabinet.

Primary bathroom lighting shall controlled by occupancy sensor

Install GFCI receptacles within 6 ft. of sinks and in "wet" locations

All exterior lighting and receptacles must be operational.

Remove all excess TV and phone lines in unit and exterior.

No wire molding to be used for any electrical work

6.2.6 FINISH CARPENTRY

Installation of doors, siding, trim vinyl & wooden components must be straight, level and uniform.

Cutting and machining of all components shall leave no machine marks. Chamfer and sand all field cut edges to leave a smooth surface. No visible nail holes or assembly joints on molding or trim.

Caulk all joints and corners of materials.

6.2.7 FLOORING PREPARATION

Contractor to demo existing flooring & prepare substrate to receive new flooring.

Toilet to be pulled, flooring installed below flange if possible. Seal flange with water resistant sealant before installing toilet.

6.2.8 HVAC WORK

Evaporative cooler pulley shall be adjusted for proper amp draw as listed in manufacturer's specifications. All windows shall be opened 4" for the test.

Gravity vented furnace exhaust drafting must be smoke tested at the draft hood with all doors & windows shut. If visual smoke test cannot be made, heater must be run for 15 minutes, and a

carbon monoxide reading shall be taken approximately 18" from the draft opening. CO reading must be less than 9 parts per billion.

6.2.9 PAINTING WORK

See EXHIBIT E - LEAD BASED PAINT POLICY

6.2.9.1 CONDITION OF SURFACES

Painting Contractor to examine all surfaces. Any surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the Project Coordinator before painting commences.

6.2.9.2 WORKMANSHIP

Provide best quality workmanship, performed by skilled mechanics in compliance with this specification. Perform work under conditions best suited to the production of acceptable work as per manufacturer recommendations.

Protect all adjacent areas and surfaces from damage from misplaced paint and preparation work (i.e. automobiles, sidewalks, asphalt, concrete, plants, and patio furniture).

Ensure that hardware is removed / protected before painting is started and replaced/uncovered when painting in that area is completed.

DO NOT apply paint in rain, fog, or mist, or when SURFACE temperature is below 50 or above 90 degrees Fahrenheit.

Immediately clean up all accidental spatters, spillage and misplaced paint and restore the affected surface to its original condition.

Provide a clean, orderly and liability-free work area.

Coverage: the number of coats specified is the minimum number acceptable. If full coverage is not obtained with the specified number of coats, apply additional number of coats as necessary to produce the required finish.

All previously painted surfaces and items not specifically listed that form a part, or are in connection with, the indicated work, shall be painted. Patch and repair as necessary to provide a sound substrate.

Clean-up: At completion of work each day, remove all materials, supplies, debris and rubbish caused by Painting Contractor and leave work spaces and paint storage areas in clean, acceptable condition.

6.2.10 PLUMBING WORK

All drains to drain and flow freely. All sinks and tubs to have stoppers.

All connections complete and free of obstructions. Repair all leaking water lines, pipes, drains, etc. If parts are not available for shower valve service, contractor must replace entire valve. See Materials Specifications.

Seal all cut edges of laminate countertops prior to installation. This includes miters and sink cut-outs. Sink installation - Set sink in bead of water resistant sealant & caulk to countertop

Toilet installation - Seal flooring to toilet flange w/ water resistant caulking. Install bolt caps. Caulk toilet to floor. No silicone caulking allowed at any time due to adhesion issues. Silicone prevents adhesion of all known building materials, paints & sealants

Check all furnace and water heater vents to verify that they are in place.

Water heater T&P relief valve to be plumbed to exterior or within 6" of finish floor.

If location prevents drain to exterior, pipe shall discharge in to metal container.

Water heater to be set to deliver water to fixtures at 120°F (49°C) **maximum**.

See EXHIBIT F - WATER HEATER REQUIREMENTS

6.2.11 WEATHERIZATION WORK

Replace all broken windows. Replace all damaged screens

All windows and doors to operate and lock properly.

Remove mail slot in door and cover with flat plate, both sides of the door. Install plate before paint.

6.2.11.1.1 WEATHER-STRIPPING

Shall be 2 piece system using an aluminum seal retainer and replaceable seal insert.

Fasteners shall be corrosion resistant. Color: White or Mill finished aluminum.

Manufacturers: Storm Strips Corp, 224 Diamond Valley Pass, Canton GA, Frost King VA38W

6.2.11.2 WEATHER STRIPPING TO BE INTACT AND TIGHT TO DOORS. NO LIGHT VISIBLE FROM EXTERIOR WHEN VIEWED FROM INSIDE.

Paint must be allowed to dry at least 14 days prior to installing weather-strip on exterior doors.

6.3 REGULATORY COMPLIANCE

All work shall be in compliance with the following regulations:

6.3.1 FEDERAL REGULATIONS

6.3.1.1 CODE OF FEDERAL REGULATIONS

[24 CFR 35](#)

Lead based paint prohibition

[40 CFR 745](#)

Residential Property Renovation (Lead Based Paint)

6.3.1.2 HUD HOUSING QUALITY STANDARDS

[24 CFR 982.401](#)

Housing Quality Standards

6.3.1.3 UNITED STATES CODE

[40 U.S.C. 3141-3148](#)

Davis-Bacon Wage Act

6.3.2 CALIFORNIA REGULATIONS

6.3.2.1 CALIFORNIA GOVERNMENT CODE

[SECTION 4216](#)

Protection of Underground Infrastructure (Dig Alert)

6.3.3 LOCAL REGULATIONS

6.3.3.1 LOCAL GOVERNING BODY CODE OF ORDINANCES

950-2017

Construction Waste Management Plan

6.3.3.2 LOCAL GOVERNING BODY MUNICIPAL CODE

TITLE 5

Business Licenses

TITLE 12

Public Improvements (Sidewalk Encroachment)

TITLE 15

Buildings & Construction

6.3.3.3 HACSB LOCAL INSPECTION STANDARDS

CHAPTER 10

Housing Services Program Administrative Plan

7 BUSINESS TERMS

7.1 ESTIMATES

HACSB will notify Vacancy Contractor at least 14 days in advance of the intent to schedule a group of 4 units, and shall provide written scope of work for each unit (See Estimate Form, EXHIBIT C).

Vacancy Contractor must provide a written estimate within 7 days of request.

7.2 PAYMENTS

Invoices should substantially match the approved estimates for each unit.

7.2.1 INVOICES MAY BE SUBMITTED AT THE FOLLOWING MILESTONES:

Mobilization - At the end of the first week of construction - 10% of the contract total.

Progress - Each thirty days - Completed units up to invoice date - pro-rated to 85% of the completed unit amount.

Job Completion - All units are complete & all city inspections approved - up to 95% of contract total.

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

7.2.2 MOBILIZATION INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Contractor's Invoice, on company letterhead, with unique Invoice number, with HACSB Contract number (PC XXXX) and job description.

Schedule of Values (HUD form #51000)

Periodic Estimate for Partial Payment (HUD form #51001)

Conditional Waiver and Release upon Progress Payment

7.2.3 PROGRESS INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Contractor's Invoice

Schedule of Values (HUD form #51000)

Periodic Estimate for Partial Payment (HUD form #51001)

Conditional Waiver and Release upon Progress Payment

Unconditional Release upon progress payment (for all previously paid invoices)

On-site daily sign in sheets and Daily Activity logs

Weekly Safety Meeting Report

Certified Payroll completed in LCP Tracker

7.2.4 JOB COMPLETION INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Same documents as a PROGRESS INVOICE listed above.

Conditional Waiver and Release upon progress Payment.

Unconditional Release upon progress payment (for all previously paid invoices)

Original signed off permit cards

As-Built Plans, Shop Drawings, and Materials Specifications

Contractor's Warranty

7.2.5 RETENTION INVOICE - THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED:

Contractor's Invoice

Unconditional Release upon progress payment (for all previously paid invoices)

Conditional Waiver and Release upon Final Payment.

7.2.6 HACSB TERMS ARE NET 30 DAYS

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

7.3 ADJUSTMENTS TO CONTRACT TIME / AMOUNT

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

7.3.1 CONTRACT TIME

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

7.3.2 CONTRACT AMOUNT

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

8 ATTACHMENTS – AS NEEDED (EXAMPLES)

- 8.1 EXHIBIT A – SITE MAP
- 8.2 ASBESTOS & LEAD SURVEY
- 8.3 EXHIBIT B - ASBESTOS SURVEY
- 8.4 EXHIBIT C - VACANCY TURN TASK LIST / ESTIMATE FORM
- 8.5 EXHIBIT D - CARBON MONOXIDE DETECTORS
- 8.6 EXHIBIT E - LEAD BASED PAINT POLICY
- 8.7 EXHIBIT F - WATER HEATER REQUIREMENTS

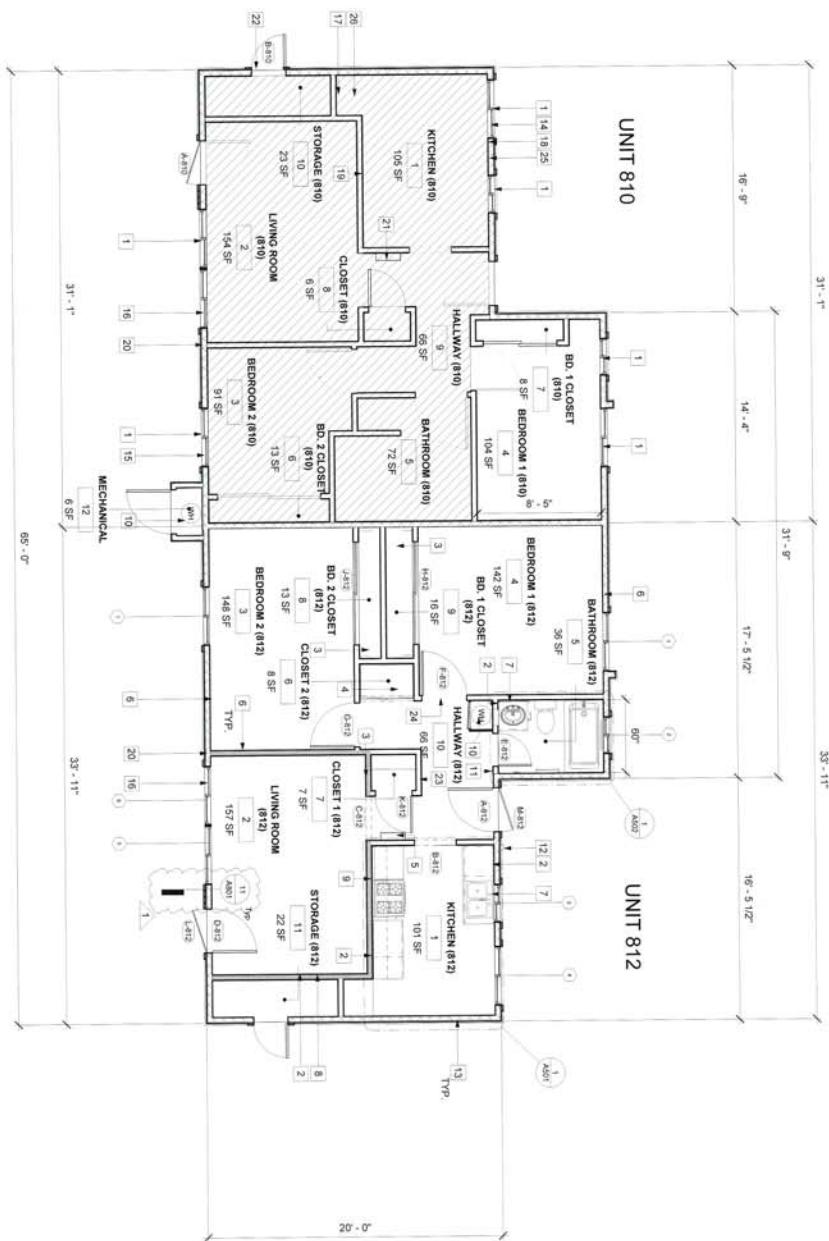
END OF SOW

GENERAL NO.

LEGEND

GRAPHIC SCALE

SCALE: 1/4" = 1'-0"



SCALE 1/4" = 1'-0" (1.48)

RES

CLIENT



PROJECT NAME

HACSB REDLANDS DUPLEX
FIRE REHAB

810 & 812 GRANADA COURT
REDLANDS, CA 92374

CONTRACTOR

DESIGNER

SILVAM
WRIGHT
ARCHITECTS
31045 Tenebris Parkway
Tomball, TX 77375
713.489.4432
www.silvamwright.com

CONSULTANTS

REGISTRATION STAMP



ISSUE

Mark	Date	Description
1	5/7/21	INITIAL DRAFT CORRECTIONS
DESIGNER PROJECT NO.: Project Number		
DRAWN BY: CS		
CHECKED BY: MS		
SCALE: As indicated		
DESIGN ITERATION		

KEYNOTES

1. REMOVE PORTION OF (E) GYP BOARD, REPLACE WITH (N) GYP BOARD. REFER TO FINISH SCHEDULE A-01
2. (N) ATTIC BATT INSULATION R38
3. (N) ATTIC ACCESS PANEL, TO REMAIN
4. (N) LIGHT FIXTURE, VERIFY LOCATION OF EXISTING J-BOX
5. (N) BATHROOM VENTILATION FAN, VERIFY LOCATION OF EXISTING J-BOX
6. (N) ROOF SHINGLES, REFER TO SPECS 050500-050505
7. (N) ATTIC ACCESS PANEL

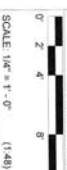
GENERAL NOTES

1. FIELD VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
2. ALL DIMENSIONS ARE TO FACE OF STUD OR FACE OF CMU BLOCK UNLESS NOTED OTHERWISE
3. CEILING HEIGHT FROM F.F. TO B.O.C.
4. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION
5. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION

LEGEND

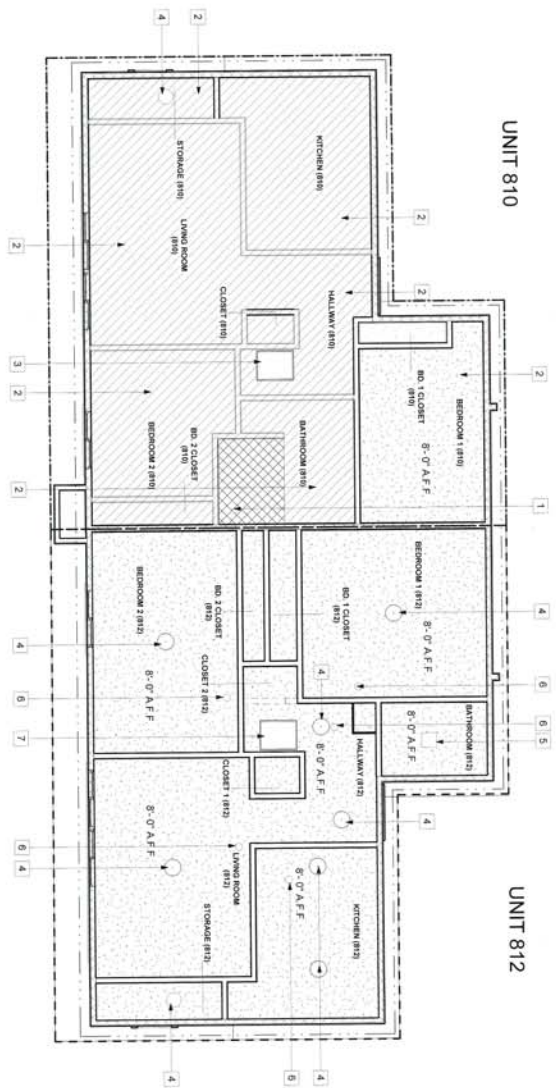
- (N) PAINTED GYPSUM BOARD, REFER TO FINISH SCHEDULE A-01
- LIMITED SCOPE
- REPLACE AND PATCH GYP. BOARD
- (N) ROOF STRUCTURE SHEATHING AND SHINGLES, REFER TO STRUCTURAL PLANS
- (N) ROOF SHINGLES
- (N) R38 - UNFACED BATT INSULATION FOR ATTIC IN UNITS 810 AND 812
- XX'-X" AFF. INDICATES CEILING HEIGHT

GRAPHIC SCALE



1 REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



A202

KEYNOTES

1. (N) DORMER VENTS. REFER TO SPEC SHEET 0505 AND DETAIL 72A601
2. (N) EAVE VENTS AT EVERY OTHER BAY. 3 VENTS PER BAY. REFER TO DETAIL 72A601
3. ROOF RAFTERS. REFER TO STRUCTURAL DRAWINGS
4. BAYS IN DASHED AREA RECEIVE 2 EAVE VENTS AT EVERY OTHER BAY. REFER TO DETAIL 72A601



**HACSB REDLANDS DUPLEX
FIRE REHAB**
810 & 812 GRANADA COURT
REDLANDS, CA 92374

PROJECT NAME

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4. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
5. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

DESIGNER

SILVIA WRIGHT ARCHITECTS
31045 Temecula Parkway
Temecula, CA 92592
T 760.489.4432
www.silviamwright.com

CONSULTANTS

REGISTRATION STAMP



LEGEND

- T.O.R. INDICATES TOP OF ROOF
- INDICATES ROOF ASSEMBLY REFER TO STRUCTURAL DRAWINGS
- INDICATES OUTER EDGE OF EXTERIOR WALLS

DATE	DESCRIPTION
5/10/2021	ISSUED FOR CONSTRUCTION

DESIGNER PROJECT NO.:
DRAWN BY:
CHECKED BY:
SCALE:
DESIGN ITERATION

DATE:
DATE: 5/10/2021

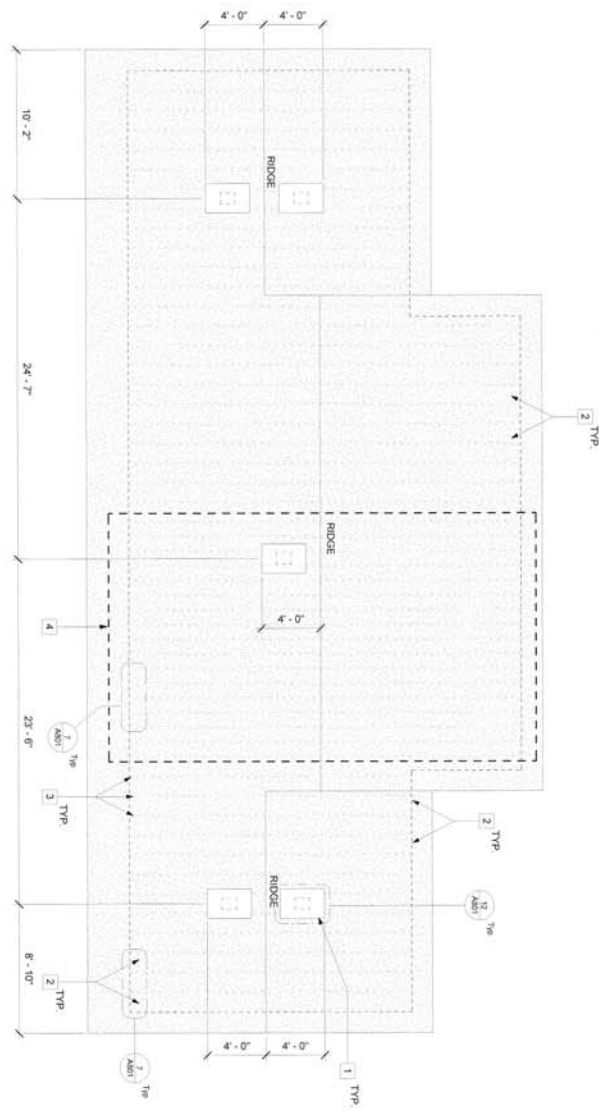
SHEET TITLE
ROOF PLAN

GRAPHIC SCALE



1 ROOF PLAN

SCALE 1/4" = 1'-0"



ATTIC VENTILATION CALCULATIONS

ATTIC AREA: 1,459 S.F.

REQUIRED VENTILATION PER CRC R806.2 W/ 50% LOCATED IN UPPER AREA OF ATTIC: 1/300 OF ATTIC AREA
1,459 S.F. / 300 = 4.86 S.F. OR 700 SQ. INCHES

PROVIDE FIVE DORMER VENTS PER PLAN LOCATED NO MORE THAN 3' BELOW THE RIDGE:
100 SQ. IN. PER DORMER VENT = 500 SQ. IN. VENT AREA (HIGH VENTING)

PROVIDE EAVE VENTING AS FOLLOWS: 2" DIA. OPENING IN BLOCKING BETWEEN RAFTERS, 3 OPENINGS PER BAY EQUALLY SPACED, EVERY OTHER BAY. EACH BAY PROVIDES 9.42 SQ. IN.
35 BAYS X 9.42 SQ IN. = 330 SQ IN. VENT AREA (LOW VENTING)

PROVIDE EAVE VENTING AS FOLLOWS: 2" DIA. OPENING IN BLOCKING BETWEEN RAFTERS, 2 OPENINGS PER BAY EQUALLY SPACED, EVERY OTHER BAY. EACH BAY PROVIDES 6.28 SQ. IN.
17 BAYS X 6.28 SQ IN. = 107 SQ IN. VENT AREA (LOW VENTING)

TOTAL EAVE VENTING: 437 SQ IN. VENT AREA (LOW VENTING)

KEYNOTES

- (N) STANDARD GRADE SOLID SURFACE COUNTERTOP REFER TO SPECS 0001-0005
- (N) STANDARD GRADE DOUBLE SINK REFER TO SPECS 0001-0005
- (N) STANDARD GRADE UTICULAR SINK FAUCET WITH ABS (PLASTIC) P-TRAP ASSEMBLY REFER TO SPECS 0001-0005
- (N) STANDARD GRADE BASE CABINET UNITS, REFER TO SPECS 0001-0005
- (N) STANDARD GRADE FULL HEIGHT CABINET UNIT, REFER TO SPECS 0001-0005
- (N) STANDARD GRADE UPPER CABINET UNITS, REFER TO SPECS 0001-0005
- (N) STOVE, REFER TO SPECS 0001-0005
- (N) OPENING FOR REFRIGERATOR, REFRIGERATOR REFER TO SPECS 0001-0005
- (N) RUBBER BASE BOARD, REFER TO FINISH SCHEDULE A701
- (N) PAINTED GYP BOARD, REFER TO FINISH SCHEDULE A701
- (N) RANGE HOOD, REFER TO MECHANICAL PLANS
- (N) CABINET KNOBS OR PULL REFER TO SPECS 0001-0005
- (N) GYP BOARD, HANG AND FIRE TAPED, VERIFY IN FIELD WHICH WALLS
- (N) TOILET, REFER TO MECHANICAL PLANS
- (N) ANGLE STOP VALVE, VERIFY LOCATION OF EXISTING VALVE
- (N) EXISTING HOOK-UP, REFER TO PLUMBING PLANS
- LOCATION FOR WASHER PROVIDED BY TENANTS PAINTED CMU FINISH TYPICAL FOR EXTERIOR WALLS IN UNIT 812, REFER TO FINISH SCHEDULE A701

GENERAL NOTES

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- ALL DIMENSIONS ARE TO FACE OF STUD OR FACE OF CMU BLOCK UNLESS NOTED OTHERWISE
- REFER TO FLOOR PLANS FOR ADDITIONAL DIMENSIONS
- REFER TO FOR DOOR SCHEDULE FOR ADDITIONAL INFORMATION SHEET A702
- REFER TO WINDOW SCHEDULE FOR ADDITIONAL INFORMATION SHEET
- REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION
- REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION

CLIENT



PROJECT NAME
HACSB REDLANDS DUPLEX
FIRE REHAB
810 & 812 GRANADA COURT
REDLANDS, CA 92374

CONTRACTOR

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SILLIANT
31045 Temecula Parkway
Temecula, CA 92592
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www.silliantwright.com

CONSULTANTS



REGISTRATION STAMP
SILLIANT WRIGHT
REGISTERED PROFESSIONAL ENGINEER
No. 10-31
EXPIRATION DATE 10-31-2021

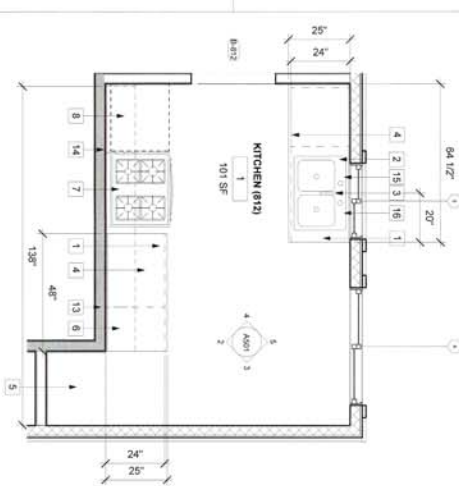
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CHECKED BY MS
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DATE
DATE: 6/10/2021
SHEET TITLE
INTERIOR
ELEVATIONS -
KITCHEN
SHEET NUMBER
A.501

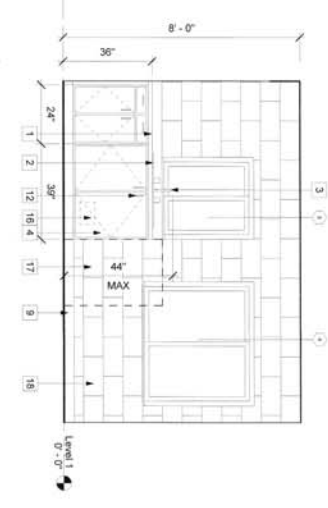
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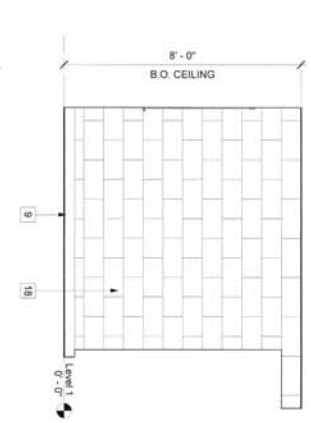
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A.501
SCALE: 1/2" = 1'-0"
REF: A.501



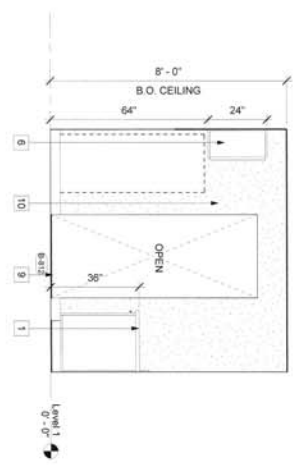
5 SOUTH ELEV. KITCHEN
A.501
SCALE: 1/2" = 1'-0"
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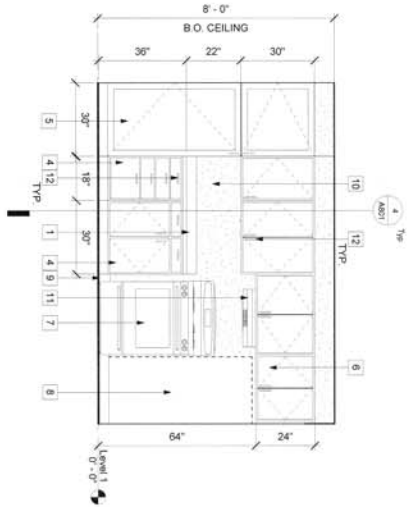
3 WEST ELEV. KITCHEN
A.501
SCALE: 1/2" = 1'-0"
REF: A.501



4 EAST ELEV. KITCHEN
A.501
SCALE: 1/2" = 1'-0"
REF: A.501



2 NORTH ELEV. KITCHEN
A.501
SCALE: 1/2" = 1'-0"
REF: A.501



CLIENT



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REGISTRATION STAMP



GENERAL NOTES

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3. REFER TO FLOOR PLANS FOR ADDITIONAL DIMENSIONS.
4. REFER TO FOR DOOR SCHEDULE FOR ADDITIONAL INFORMATION. SHEET A102
5. REFER TO WINDOW SCHEDULE FOR ADDITIONAL INFORMATION. SHEET
6. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
7. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.

KEYNOTES

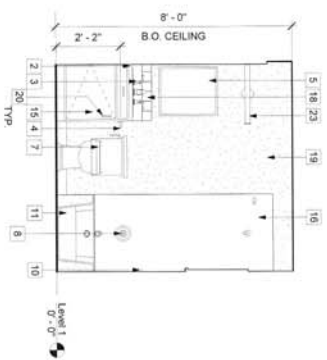
- 1 (N) MEDICINE CABINET. REFER TO SPECS G001-G005
- 2 (N) CLOUTIER MIRROR. REFER TO SPECS G001-G005
- 3 (N) BATHROOM SINK FAUCET WITH ABS (P/ASTIC) P-TRAP ASSEMBLY. REFER TO SPECS G001-G005
- 4 (N) HIGH GRADE TOILET PAPER HOLDER. REFER TO SPECS G001-G005
- 5 (N) MIRROR. REFER TO SPECS G001-G005
- 6 (N) CLOUTIER REFER TO SPECS G001-G005
- 7 (N) TOILET LID AND SEAT. REFER TO SPECS G001-G005
- 8 (N) SHOWER TUB FAUCET. REFER TO SPECS G001-G005
- 9 (N) SHOWER TUB. REFER TO SPECS G001-G005
- 10 (N) 1 1/2" X 2" STAINLESS STEEL HANDICAP GRAB BAR. REFER TO SPECS G001-G005
- 11 (N) STANDARD GRADE BATHTUB. REFER TO SPECS G001-G005
- 12 (N) STANDARD GRADE TUB. REFER TO SPECS G001-G005
- 13 (N) HIGH GRADE TOWEL RING. REFER TO SPECS G001-G005
- 14 (N) WATERPROOF PANELING W/ TRIM. REFER TO SPECS G001-G005
- 15 (N) STANDARD GRADE VANITY. REFER TO SPECS G001-G005
- 16 (N) STANDARD GRADE FIBERGLASS TUB SURROUND ONLY. REFER TO SPECS G001-G005
- 17 (N) RUBBER BASE BOARD. REFER TO FINISH SCHEDULE A01
- 18 (N) SOLID SURFACE UNATTACHED BACKPLASH. REFER TO SPECS G001-G005
- 19 (N) PAINTED GYP BOARD. REFER TO FINISH SCHEDULE A01
- 20 (N) PAINTED GYP BOARD OR PULL REFER TO SPECS G001-G005
- 21 (N) ANGLE STOP VALVE. VERIFY LOCATION OF EXISTING VALVE
- 22 (N) GYP BOARD, HANG AND FIRE TYPED. VERIFY IN FIELD WHICH WALLS
- 23 (N) PAINTED GYP BOARD. REFER TO SPECS G001-G005
- 24 (N) PAINTED CMU FINISH. TYPICAL FOR EXTERIOR WALLS IN UNIT 812. REFER TO FINISH SCHEDULE A01
- 25 (N) SHOWER CURTAIN ROD. REFER TO SPECS G001-G005

GRAPHIC SCALE

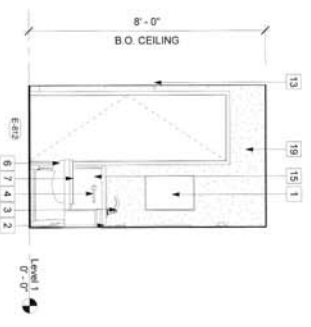


**INTERIOR
ELEVATIONS -
BATHROOM**

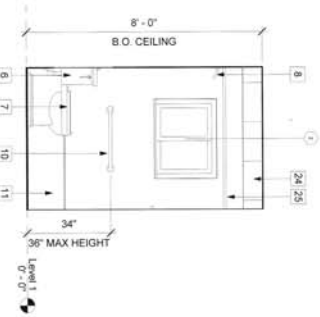
A502



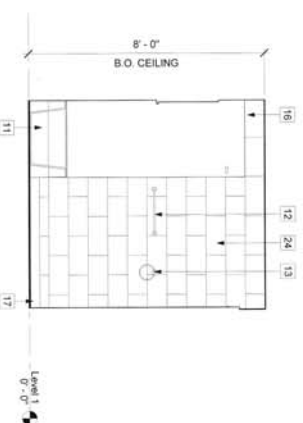
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SCALE: 1/2" = 1'-0"
REF: A501



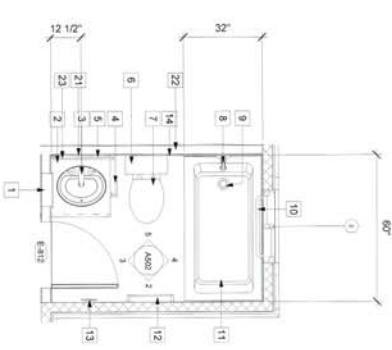
3 NORTH ELEV. BATHROOM
SCALE: 1/2" = 1'-0"
REF: A501



4 SOUTH ELEV. BATHROOM
SCALE: 1/2" = 1'-0"
REF: A501



2 WEST ELEV. BATHROOM
SCALE: 1/2" = 1'-0"
REF: A501



1 FLOOR PLAN - BATHROOM
SCALE: 1/2" = 1'-0"
REF: A501

10

DESIGNER

TION

021

A101

FINISH SCHEDULE UNIT 810 - WATER DAMAGE												
Name	ROOM #	AREA	FLOOR	BASE MATERIAL	BASE FINISH	WALL MATERIAL	WALL FINISH NORTH	WALL FINISH SOUTH	WALL FINISH EAST	WALL FINISH WEST	CEILING MATERIAL	FINISH COMMENTS
KITCHEN (810)	1	105 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	SEE UNIT 810 SPECIFIC NOTES FOR FLOOR REFINISHING
LIVING ROOM (810)	2	154 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
DINING ROOM (810)	3	91 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
BEDROOM 2 (810)	4	104 SF	(N) LV1-1	N/RB	FF	(N) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
BEDROOM 1 (810)	5	125 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
BATHROOM (810)												
BD 2 CLOSET (810)	6	135 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
BD 1 CLOSET (810)	7	85 SF	(N) LV1-1	WX	FF	(N) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(N) GVP BD	Pr-3
HALLWAY (810)	8	66 SF	(N) LV1-1	WX	FF	(E) GVP BD	Pr-1	Pr-1	Pr-1	Pr-1	(E) GVP BD	Pr-3
STORAGE (810)	10	23 SF	(N) LV1-1	WX	-	-	-	-	-	-	-	SEE UNIT 810 SPECIFIC NOTES FOR FLOOR REFINISHING AND WALL PREP



PROJECT NAME
HACSB REDLANDS DUPLEX
FIRE REHAB

810 & 812 GRANADA COURT
REDLANDS, CA 92374

CONTRACTOR

DESIGNER
SILVANI WRIGHT
31045 Temecula Parkway
#204
Temecula, CA 92592
T 760.489.4432
www.silvanawright.com



ISSUE
Date Description
1. 5/10/2021 BUILDING DEPT. CORRECTIONS
DESIGNER PROJECT NO. Project Number
DRAWN BY. Author
CHECKED BY. Checker
SCALE: 1/8" = 1'-0"
DESIGN ITERATION

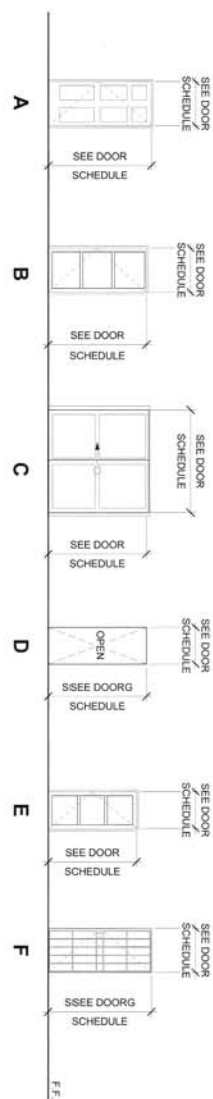
DATE
DATE: 5/10/2021
SHEET TITLE
DOOR
SCHEDULE
SHEET NUMBER
A702

DOOR SCHEDULE UNIT 812 - FIRE DAMAGE

MARK	ROOM NAME	LEVEL	TYPE	WIDTH	HEIGHT	THICKNESS	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	HEAD	JAMB	THRESHOLD	HW SET	COMMENTS
N-812	WALK IN CLOSET	Level 1	A	3'-0"	6'-6"	0'-1-3/4"	SC	PT	MTL	PT					REFER TO SPECIFICATIONS
B-812	KITCHEN	Level 1	D	3'-0"	6'-6"	0'-1-3/4"	SC	PT	MTL	PT					REFER TO SPECIFICATIONS
C-812	LIVING ROOM	Level 1	A	3'-0"	6'-6"	0'-1-3/4"	SC	PT	MTL	PT					REFER TO SPECIFICATIONS
D-812	BATHROOM	Level 1	B	2'-5"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
F-812	BEDROOM 1	Level 1	B	3'-0"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
G-812	BEDROOM 2	Level 1	B	3'-0"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
H-812	BED 1 CLOSET	Level 1	C	7'-0"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
J-812	BED 2 CLOSET	Level 1	C	7'-0"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
K-812	WALK IN CLOSET	Level 1	E	3'-0"	6'-6"	0'-1-3/4"	HC	PT	WD	PT					REFER TO SPECIFICATIONS
L-812	WALK IN CLOSET	Level 1	F	3'-0"	6'-6"	0'-1-3/4"	SC	PT	MTL	PT					REFER TO SPECIFICATIONS
M-812	EXTERIOR ENTRY	Level 1	F	3'-0"	6'-6"	0'-1-3/4"	STL	PT	WD	PT					REFER TO SPECIFICATIONS
N-812	EXTERIOR ENTRY	Level 1	A	2'-4"	6'-6"	0'-1-3/4"	SC	PT	WD	PT					REFER TO SPECIFICATIONS

DOOR SCHEDULE UNIT 810 - WATER DAMAGE

MARK	ROOM NAME	LEVEL	TYPE	WIDTH	HEIGHT	THICKNESS	DOOR TYPE	DOOR FINISH	FRAME TYPE	FRAME FINISH	HEAD	JAMB	THRESHOLD	HW SET	COMMENTS
A-810	EXTERIOR ENTRY	Level 1	F	3'-0"	6'-6"	0'-1-3/4"	STL	PT	WD	PT					REFER TO SPECIFICATIONS
B-810	STORAGE	Level 1	A	2'-4"	6'-6"	0'-1-3/4"	SC	PT	WD	PT					REFER TO SPECIFICATIONS



DOOR TYPES
SCALE: 1/8" = 1'-0"

DOOR SCHEDULE ABBREVIATIONS

FF FACTORY FINISH REFER TO SPECIFICATIONS
HC HOLLOW CORE WOOD REFER TO SPECIFICATIONS
PT PAINTED REFER TO SPECIFICATIONS
WD WOOD REFER TO SPECIFICATIONS

GENERAL NOTES

- FIELD VERIFY ALL DOOR OPENING DIMENSIONS PRIOR TO CONSTRUCTION.
- ALL DOORS IN UNIT 810 ARE (E) TO REMAIN. REFER TO FINISH SCHEDULE.
- REFER TO SPECIFICATIONS G001 - G005

CLIENT



**HACSB REDLANDS DUPLEX
FIRE REHAB**
810 & 812 GRANADA COURT
REDLANDS, CA 92374

PROJECT NAME

CONTRACTOR

DESIGNER

**SILMAN
WRIGHT
ARCHITECTS**
31245 Tecmella Parkway
Torrance, CA 90505
TEL 310.484.4122
www.silmanwright.com

CONSULTANTS

REGISTRATION STAMP



ISSUE

Mark	Date	Description
1.	5/7/21	Issued for construction

DESIGNER PROJECT NO.:
DRAWN BY:
CHECKED BY:
SCALE:
DESIGN ITERATION

DATE
DATE: 5/10/2021

SHEET TITLE
WINDOW
SCHEDULE

SHEET NUMBER

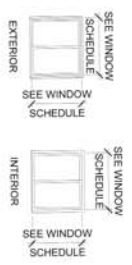
A703

WINDOW SCHEDULE UNIT 812

MARK	ROOM NAME	WINDOW TYPE	HEAD HEIGHT	HEED HEIGHT	SILL HEIGHT	WIDTH	HEAD JAMB	SILL	MATERIAL	FINISH	BLINDS	COMMENTS
1	BEDROOM 1	HORIZONTAL SLIDING	6'-4"	3'-6"	2'-10"	4'-0"			V	FF	(N) BLINDS	
2	BATHROOM	HORIZONTAL SLIDING	6'-4"	2'-0"	5'-4"	2'-2"			V	FF	(N) BLINDS	
3	KITCHEN	HORIZONTAL SLIDING	6'-4"	3'-8"	2'-6"	4'-0"			V	FF	(N) BLINDS	
4	LIVING ROOM	HORIZONTAL SLIDING	7'-0"	4'-6"	2'-6"	4'-0"			V	FF	(N) BLINDS	
6	LIVING ROOM	HORIZONTAL SLIDING	7'-0"	4'-6"	2'-6"	4'-0"			V	FF	(N) BLINDS	
7	BEDROOM 2	HORIZONTAL SLIDING	7'-0"	4'-6"	2'-6"	4'-0"			V	FF	(N) BLINDS	

HORIZONTAL SLIDING

WINDOW TYPE
SCALE: 1/8" = 1'-0"



WINDOW SCHEDULE ABBREVIATIONS

- FF FACTORY FINISH, REFER TO SPECIFICATIONS
- V VINYL, REFER TO SPECIFICATIONS

GENERAL NOTES

- 1. FIELD VERIFY ALL WINDOW OPENING DIMENSIONS PRIOR TO CONSTRUCTION
- 2. REFER TO SPECIFICATIONS 0501 - 0505
- 3. (N) WINDOW BLINDS - SEE SPECS 0502 - 0505

NOTES: This unit is to be installed in the existing opening. The unit is to be installed in the existing opening. The unit is to be installed in the existing opening.

**HACSB REDLANDS DUPLEX
FIRE REHAB**
810 & 812 GRANADA COURT
REDLANDS, CA 92374

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31045 Temecula Parkway
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www.silvianwright.com

CONSULTANTS

CONSULTANTS

REGISTRATION STAMP



ISSUE		
Mark	Date	Description
1	5/7/21	BUILDING DEPT. CORRECTIONS

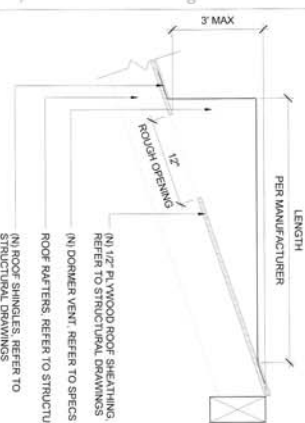
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 DRAWN BY: _____ CS
 CHECKED BY: _____ MS
 SCALE: _____
 DESIGN ITERATION _____ As indicated

DATE: 5/10/2021

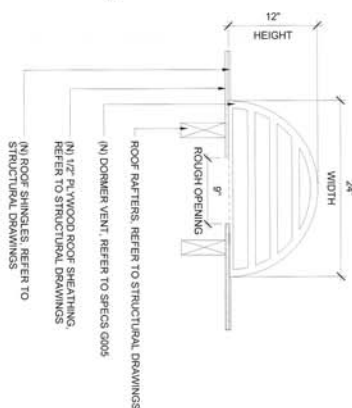
SHEET TITLE
DETAILS

SHEET NUMBER

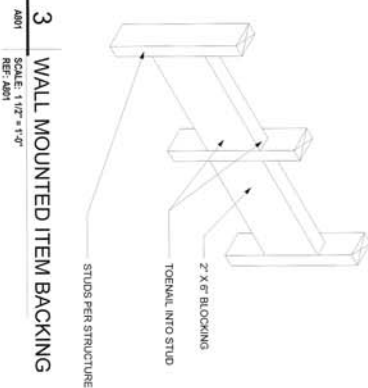
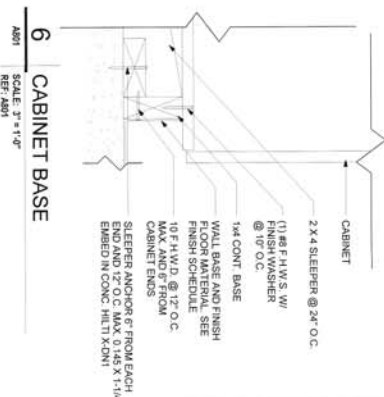
A801



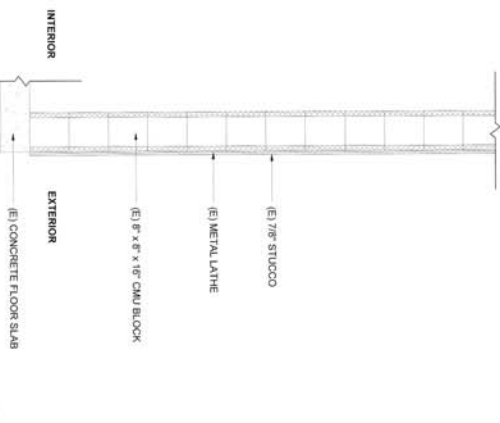
12 TYPICAL DORMER ROOF VENT



6 CABINET BASE
AS001
SCALE: 3" = 1'-0"
REF: AS001



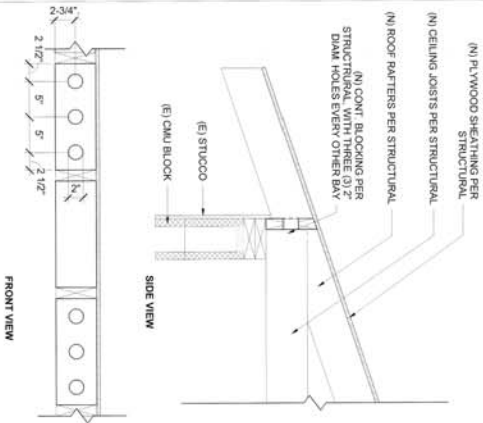
3 WALL MOUNTED ITEM BACKING



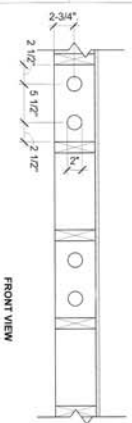
11 TYPICAL (E) CMU WALL SECTION



10 SHELVING ANCHOR



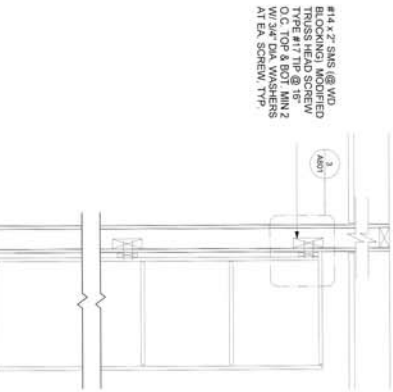
BAY @ 16 O.C.



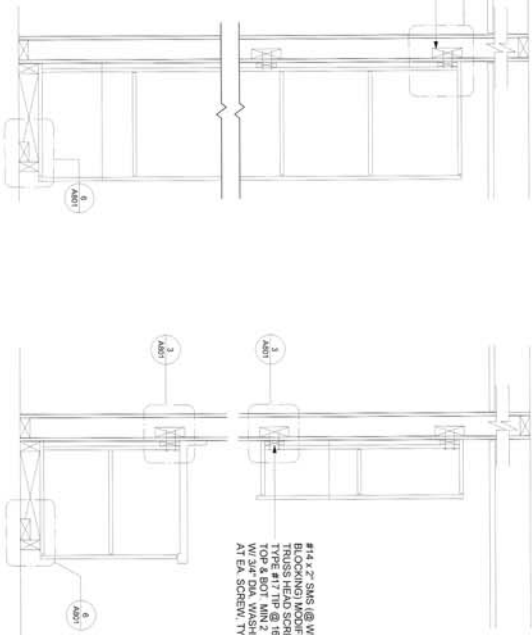
BAY @ 12 O.C.

7 EAVE VENTING DETAIL

AS01 SCALE: 1/12" = 1'-0"
REF: A201



4 CASEWORK ATTACHMENT
A801 SCALE: 1" = 1'-0"
REF: A801



* CASEWORK FASTENERS TO BLOCKING SHALL BE A MINIMUM #14.5", S.M.S @ 16" O.C., TYPE 17 HARD, ZINC PLATED, FULL THREAD SCREWS, 3 SCREWS MIN. PER CASEWORK AT TOP, MIDDLE AND BOTTOM.

[illegible]



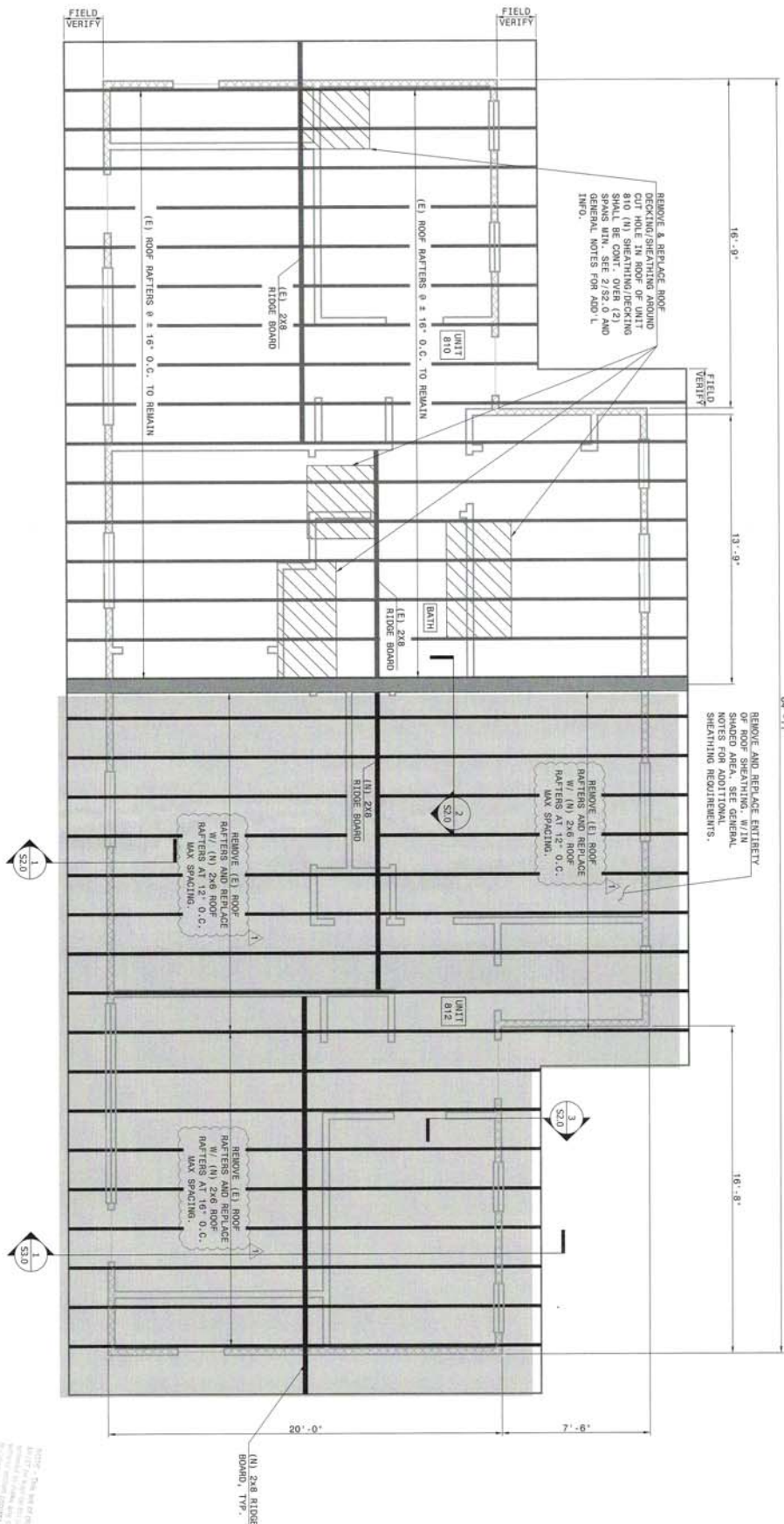
Page 53 of 131

1 UNIT PLAN
Scale: 1/4" = 1'-0"

UNIT
PLAN
Sheet:
S1.0

Scale:	3/8"=1'-0"		
Checked By:	JEH/EAH		
Project Mgr.:	EAH		
Drawn By:	P		
PROJ. NO.:	WAT-107350-B3V3		
REV.	DESCRIPTION	BY:	DATE:
A	ISSUED FOR PERMIT (EAH 04/08/01)		
B	REVISION NO. 1	EAH	06/10/02

- NOTES:
1. LOCATION, NUMBER, DIMENSIONS, AND CONFIGURATION OF ROOF FRAMING INDICATE GENERAL ARRANGEMENT ONLY. ACTUAL SPANS, SPACING, MEMBER SIZE, SLOPE, ETC. SHALL MATCH EXISTING CONDITIONS, WHICH SHALL BE FIELD VERIFIED BY CONTRACTOR.
 2. NOTIFY STRUCTURAL ENGINEER IN WRITING IF OTHER ROOF FRAMING MEMBERS, IN ADDITION TO THOSE SHOWN ON THESE DRAWINGS, ARE DISCOVERED TO EXHIBIT CHAIR OR FIRE-FIGHTING SAW CUTS DURING CONSTRUCTION.



1 ROOF PLAN
Scale: 1/8"=1'-0"

NOTES: - This set of drawings was prepared by the Structural Engineering Department of the County of San Bernardino, California, and is intended to be used in conjunction with the other drawings and specifications of the project. It is the responsibility of the contractor to verify the accuracy of the information shown on these drawings and to comply with all applicable codes and regulations. The Structural Engineering Department is not responsible for any errors or omissions on these drawings.

Revised By:	EJM
Checked By:	JH/EJM
Scale:	3/8"=1'-0"
Project No.:	107350-B3V2
Project Name:	UNIT 810/812
Project Location:	810 & 812 GRANADA COURT, REDLANDS, CA 92374
Project Date:	04/08/2020
Project Status:	IN PROGRESS
Project Manager:	JH/EJM
Project Engineer:	EJM
Project Designer:	EJM
Project Checker:	JH/EJM
Project Approver:	JH/EJM
Project Date:	04/08/2020
Project Status:	IN PROGRESS
Project Manager:	JH/EJM
Project Engineer:	EJM
Project Designer:	EJM
Project Checker:	JH/EJM
Project Approver:	JH/EJM

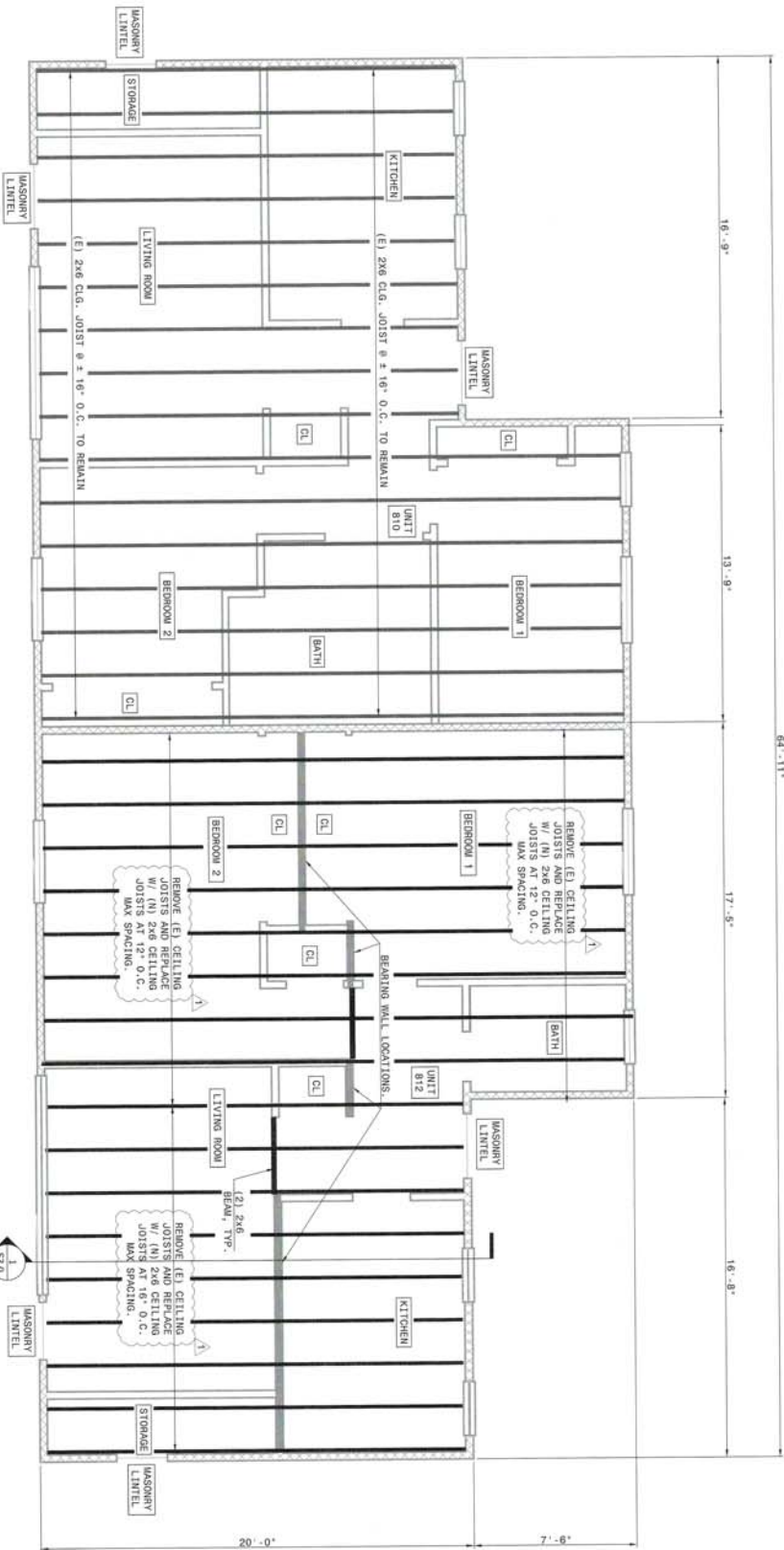
STRUCTURAL REPAIR DRAWINGS
HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO
810 & 812 GRANADA COURT
REDLANDS, CA 92374



NOT VALID UNLESS SIGNED



NOTES:
 1. LOCATION, NUMBER, DIMENSIONS, AND CONFIGURATION OF CEILING FRAMING INDICATE GENERAL ARRANGEMENT ONLY. ACTUAL SPANS, SPACING, MEMBER SIZE, SLOPE, ETC. SHALL MATCH EXISTING CONDITIONS, WHICH SHALL BE FIELD VERIFIED BY CONTRACTOR.
 2. NOTIFY STRUCTURAL ENGINEER IN WRITING IF OTHER CEILING FRAMING MEMBERS, IN ADDITION TO THOSE SHOWN ON THESE DRAWINGS, ARE DISCOVERED TO EXIST DURING CONSTRUCTION.



1 CEILING PLAN
 Scale: 3/8"=1'-0"

NOTE: This set of drawings is to be used in conjunction with the Structural Repair Drawings for the Housing Authority of the County of San Bernardino, 810 & 812 Granada Court, Redlands, CA 92374. The drawings are to be used for the purpose of providing a general indication of the location and dimensions of the structural members to be repaired. The drawings are not to be used for the purpose of determining the exact location and dimensions of the structural members to be repaired. The drawings are to be used for the purpose of providing a general indication of the location and dimensions of the structural members to be repaired.

CEILING PLAN
 S1.2

STRUCTURAL REPAIR DRAWINGS
 HOUSING AUTHORITY OF THE
 COUNTY OF SAN BERNARDINO
 810 & 812 GRANADA COURT
 REDLANDS, CA 92374



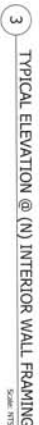
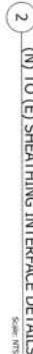
NOT VALID UNLESS SIGNED



4044 CLIPPER COURT
 FREMONT, CA 94535
 Certificate of
 Authorization No. 27066

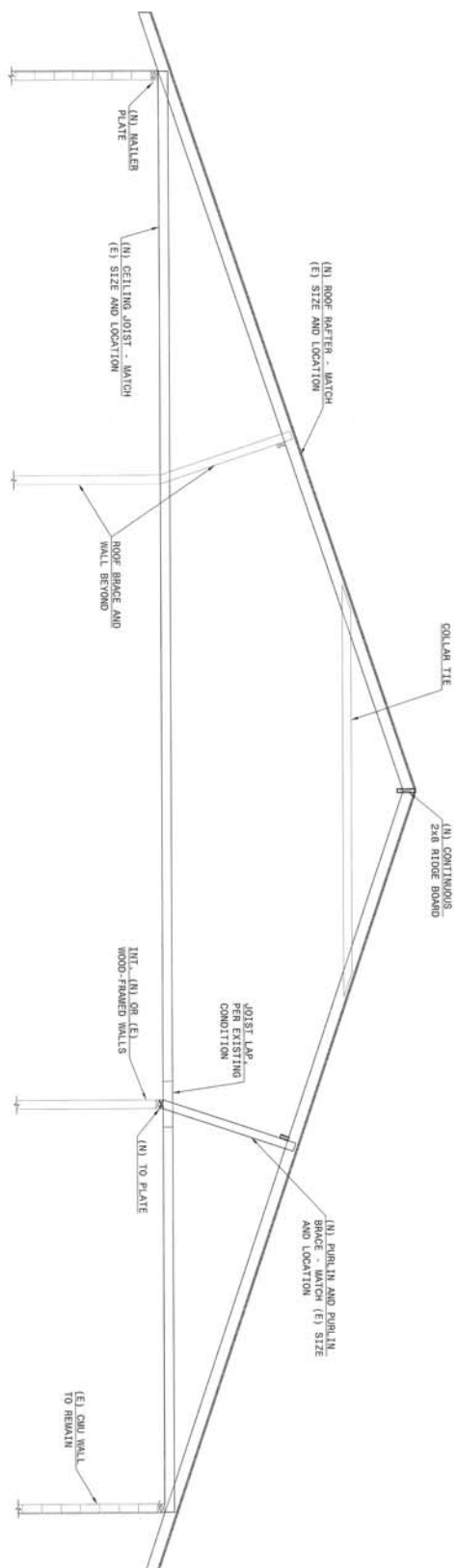
DETAILS

0



NOTE:
1. USE METAL H-CLIPS BETWEEN EACH STRUCTURAL FRAMING MEMBER @ UNBLOCKED EDGES FOR 16" & 24" SPACING
2. USE (2) METAL H-CLIPS FOR STRUCTURAL FRAMING MEMBER SPACING LARGER THAN 24" O.C.
3. SEE STRUCTURAL SHEATHING NOTES FOR ADDITIONAL SHEATHING AND FASTENING REQUIREMENTS.

NOTES:
1. LOCATION, NUMBER, DIMENSIONS, AND CONFIGURATION OF ROOF FRAMING INDICATE GENERAL ARRANGEMENT ONLY. ACTUAL SPANS, SPACING, MEMBER SIZE, SLOPE, ETC. SHALL MATCH EXISTING CONDITIONS, WHICH SHALL BE FIELD VERIFIED BY CONTRACTOR.
2. NAILING / FASTENING SHALL MATCH EXISTING CONDITIONS, BUT SHALL NOT BE LESS THAN THAT INDICATED WITHIN TABLE B602.3(1).



1 TYPICAL ELEVATION @ (N) CEILING AND ROOF FRAMING

Scale: NTS

NOTE - This set of drawings must be kept in the building without action, even though Building and Safety is reviewing the drawings. Approval of the drawings shall not be a

Sheet:

S3.0

STRUCTURAL REPAIR DRAWINGS
HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO
810 & 812 GRANADA COURT
REDLANDS, CA 92374

NOT VALID UNLESS SIGNED

4044 CLIPPER COURT
FREMONT, CA 94538
Certificate of
Authorization No. 27066

Page 57 of 134

VALVES AND FITTINGS		SPECIAL		STANDARD	
1	BALL VALVE	—	①	FLOOR STAIN	①
2	SHOCK RESISTANT VALVE	—	②	FLOOR SHAFT	②
3	SHOCK RESISTANT	—	③	ROOF SHAFT / OUTLET SHAFT	③
4	SHOCK RESISTANT VALVE	—	④	WATER SHUT OFF VALVE	④
5	SHOCK RESISTANT VALVE	—	⑤	WATER SHUT OFF VALVE	⑤
6	SHOCK RESISTANT VALVE	—	⑥	WATER SHUT OFF VALVE	⑥
7	SHOCK RESISTANT VALVE	—	⑦	WATER SHUT OFF VALVE	⑦
8	SHOCK RESISTANT VALVE	—	⑧	WATER SHUT OFF VALVE	⑧
9	SHOCK RESISTANT VALVE	—	⑨	WATER SHUT OFF VALVE	⑨
10	SHOCK RESISTANT VALVE	—	⑩	WATER SHUT OFF VALVE	⑩
11	SHOCK RESISTANT VALVE	—	⑪	WATER SHUT OFF VALVE	⑪
12	SHOCK RESISTANT VALVE	—	⑫	WATER SHUT OFF VALVE	⑫
13	SHOCK RESISTANT VALVE	—	⑬	WATER SHUT OFF VALVE	⑬
14	SHOCK RESISTANT VALVE	—	⑭	WATER SHUT OFF VALVE	⑭
15	SHOCK RESISTANT VALVE	—	⑮	WATER SHUT OFF VALVE	⑮
16	SHOCK RESISTANT VALVE	—	⑯	WATER SHUT OFF VALVE	⑯
17	SHOCK RESISTANT VALVE	—	⑰	WATER SHUT OFF VALVE	⑰
18	SHOCK RESISTANT VALVE	—	⑱	WATER SHUT OFF VALVE	⑱
19	SHOCK RESISTANT VALVE	—	⑲	WATER SHUT OFF VALVE	⑲
20	SHOCK RESISTANT VALVE	—	⑳	WATER SHUT OFF VALVE	⑳
21	SHOCK RESISTANT VALVE	—	㉑	WATER SHUT OFF VALVE	㉑
22	SHOCK RESISTANT VALVE	—	㉒	WATER SHUT OFF VALVE	㉒
23	SHOCK RESISTANT VALVE	—	㉓	WATER SHUT OFF VALVE	㉓
24	SHOCK RESISTANT VALVE	—	㉔	WATER SHUT OFF VALVE	㉔
25	SHOCK RESISTANT VALVE	—	㉕	WATER SHUT OFF VALVE	㉕
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27	SHOCK RESISTANT VALVE	—	㉗	WATER SHUT OFF VALVE	㉗
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30	SHOCK RESISTANT VALVE	—	㉚	WATER SHUT OFF VALVE	㉚
31	SHOCK RESISTANT VALVE	—	㉛	WATER SHUT OFF VALVE	㉛
32	SHOCK RESISTANT VALVE	—	㉜	WATER SHUT OFF VALVE	㉜
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38	SHOCK RESISTANT VALVE	—	㊳	WATER SHUT OFF VALVE	㊳
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47	SHOCK RESISTANT VALVE	—	㊼	WATER SHUT OFF VALVE	㊼
48	SHOCK RESISTANT VALVE	—	㊽	WATER SHUT OFF VALVE	㊽
49	SHOCK RESISTANT VALVE	—	㊾	WATER SHUT OFF VALVE	㊾
50	SHOCK RESISTANT VALVE	—	㊿	WATER SHUT OFF VALVE	㊿

[illegible][illegible][illegible][illegible][illegible]

**HACSB REDLANDS DUPLEX
FIRE REHAB**
810 & 812 GRANADA COURT
REDLANDS, CA 92374

DESIGNER

**SILVERMAN
WRIGHT
ARCHITECTS**

31045 Temecula Parkway
#204
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T 760.489.4432
www.silvermanwright.com

CONSULTANTS

 J&R Engineering &
Consulting, Inc.
18198 Broadway Center Drive, Suite 1 #18198
San Diego, CA 92128

REGISTRATION STAMP

DESIGNER PROJECT NO.:
DRAWN BY:
CHECKED BY:
SCALE:
DESIGN ITERATION

SHEET TITLE


**MECHANICAL/PLUMBING
LEGEND & NOTES**

MP-002

[illegible]

EXHAUST FAN SCHEDULE											
FAN MODEL	MANUFACTURER'S MODEL NO.	SERVICE	TYPE	AIRFLOW (CFM)	COP (in. wg)	INLET SPEED (RPM)	WATER			OVER. WT. (lbs)	REMARKS
							DRYING (GAL/HR)	PW (in./min)			
174	274400002	BATHROOM	CEILING MOUNTED	80	0.375	813	(29)	000	112/760	25	1-2-3-4-5-6

GAS WATER HEATER SCHEDULE																
	P/L# MARK	MANUFACTURER'S MODEL NO.	SERVICE	CAPACITY (GAL)	BURN DENSITY REGULATING VALVE (BTU/Hr)	FIRST BURN EFFECTIVE (BTU/Hr)	GAS INLET (INCH)	ENERGY FACTORS (Btu/lb)	SYSTEM RATING (Btu/hr)	HEAT NAME PLANT	ELECTRIC DATA V/W/Hz amps	DRAWING NUMBER (SHEET # OF #)	DATE TYPED (MM/DD/YY)	BY (NAME)	REVISIONS	
	02-0000	DOMESTIC	NATURAL GAS	30	34	90	35.0	11.5	29	135	150	N/A	N/A	TH-VI7 * 60"	475	

WALL FURNACE - NATURAL GAS									
		GENERAL DATA		GAS DATA		ELECTRICAL DATA		OTHER DATA	
		MODEL	LOCATION	TYPE	SIZE (IN)	APPROX.	VOL/MIN	UNIT	REMARKS
WALL FURNACE	WALL FURNACE	75	25.0	28.0	3	110V/60	95	①	

EVAPORATIVE COOLER UNIT SCHEDULE															
UNIT NAME	UNIT/CYCLE # MODEL NO.	LOCATION	TYPE	APPROX. (SQ FT)	CAP. (TONS)	PERFORMANCE (24 HRS)				ELECT.			OVER. WT. (LBS.)	REMARKS	
						INLET DB (°F)	WET BULB DB (°F)	WATER FLOW (GPM)	POWER (KW)	INLET WATER TEMP. (°F)	WATER FLOW (GPM)	WATER TEMP. (°F)			
REFRIGERATION SYSTEM		WATER MOUNT	2.000	1	24	-	-	-	-	1/2	-	-	115/70	150	(1)

CERTIFICATE OF COMPLIANCE
 Project Name: **161232 Midland Periodic**
 Calculation Date/Time: **2021-09-11 17:13:30-00**
 Calculation Description: **Weg 21 Analysis**
 Input File Name: **161232 Midland-01-161232**

[illegible][illegible]

CERTIFICATE OF COMPLETION
Project Name: *USCIS Research Record*
Completion Date: *2022-03-17 13:30:00*
Completion Percentage: *100%*

CIT 100-018
(page 1 of 1)

GENERAL INFORMATION			
NAME	DATE	TIME	LOCATION
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

[illegible]

[illegible]

<p>Keywords: burnout JBI PRISMA-2020 statement O3 Baby Energy Therapy; Standalone – 2019 Evidence-Based Curriculum</p>	<p>Keywords: burnout JBI PRISMA-2020 Report Number 2023.1.005 Library Number 2023.0001</p>	<p>©2023 ProQuest Report Generation: 2023.03.11 14:34:04 Library Number 2023.0001</p>
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STUDENT PROFILE - 2024-2025									
STUDENT INFORMATION		CONTACT INFORMATION		ACADEMIC INFORMATION		EXTRACURRICULAR INFORMATION		ADDITIONAL INFORMATION	
NAME	DOB	PHONE	EMAIL	SCHOOL	GRADE	TEACHER	SPORTS	CLUBS	INTERESTS
John Doe	12/15/2008	555-123-4567	john.doe@email.com	ABC Middle School	7th Grade	Ms. Smith	Soccer	Chess	Reading
<p>STUDENT PROFILE - 2024-2025</p> <p>STUDENT INFORMATION</p> <p>NAME: John Doe DOB: 12/15/2008</p> <p>PHONE: 555-123-4567 EMAIL: john.doe@email.com</p> <p>ACADEMIC INFORMATION</p> <p>SCHOOL: ABC Middle School GRADE: 7th Teacher: Ms. Smith</p> <p>EXTRACURRICULAR INFORMATION</p> <p>SPORTS: Soccer CLUBS: Chess INTERESTS: Reading</p> <p>ADDITIONAL INFORMATION</p> <p>Notes: Student is a member of the ABC Middle School Soccer Team.</p>									

Registered Member 2024-01-01 to 2024-12-31 123 Building, Pump Plaza, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200	Member ID: 12345 2024-01-01 to 2024-12-31 12345 Main Street, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200	Member ID: 12345 2024-01-01 to 2024-12-31 12345 Main Street, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200 12345 Main Street, Suite 200
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J. Internal Med. 2017; 282: 1–10

[illegible][illegible][illegible][illegible]


NOTE: This act is being carried out on the basis of the information provided by the FBI and the Department of Justice. It is not intended to be a statement of the FBI's position on the issue of the validity of the act.

ELECTRICAL SYMBOLS AND ABBREVIATIONS

GENERAL

DEMOLITION

ELECTRICAL GENERAL NOTES

	<p>DETAIL NUMBER DESIGNATION</p> <p>SHEET DETAIL APPEARS (ILLUSTRATED ON)</p> <p>NOTE REFERENCE</p>
<p>POWER</p>	

<input type="checkbox"/> X	<input type="checkbox"/> X	<input type="checkbox"/> X	SYMBOL INDICATES FUTURE, DEVICE, OUTLET OR EQUIPMENT TO BE REMOVED.
<input type="checkbox"/> R	<input type="checkbox"/> R		SYMBOL, WITH "R" INDICATES FUTURE, DEVICE, OUTLET OR EQUIPMENT TO BE REPLACED IN THE SAME EXISTING LOCATION.
<input type="checkbox"/> NR	<input type="checkbox"/> NR	<input type="checkbox"/> NR	SYMBOL, WITH "NR" INDICATES SAME LOCATION OF EXISTING FUTURE, DEVICE, OUTLET OR EQUIPMENT.
			SYMBOL, WITH "F" OR "R" INDICATES EXISTING FUTURE, DEVICE, OUTLET

1. ELECTRICAL INSTALLATION MATERIALS AND METHODS SHALL COMPLY WITH ALL APPLICABLE INSULATED CODES AND REGULATIONS. THE CURRENT CALIFORNIA ELECTRICAL CODE (CEC).
2. UNLESS OTHERWISE NOTED OR SHOWN, THESE DRAWINGS AND SPECIFICATIONS DO NOT INDICATE METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL CONSULT THE SPECIFICATIONS, STANDARDS, SPECIFICATIONS AND PROCEDURES, AND BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES.
3. ALL EQUIPMENT SUCH AS ENCLOSURES, METALLIC CONDUITS, JUNCTION BOXES, FITTINGS, AND ALL OTHER APPARATUS SHALL BE PERMANENTLY AND EFFECTIVELY GROUND PER CEC ART. 250.
4. ALL EMPTY CONDUITS SHALL BE EQUIPPED WITH PULL ROPE.

INDICATES MOUNTING HEIGHT ABOVE FINISHED FLOOR

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

PHASE 7

PHASE 8

PHASE 9

PHASE 10

PHASE 11

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PHASE 380

PHASE 38

☐ E TO REMAIN

HATCHED SYMBOL INDICATES EXISTING ELECTRICAL DEVICES TO BE DEMOLISHED.

RACEWAYS

- CONDUIT TERMINATED AND CAPPED
- WIRING OR CONDUIT CONCEALED IN WALL OR CEILING
- WIRING OR CONDUIT EXPOSED
- WIRING OR CONDUIT CONCEALED UNDERGROUND, OR IN FLOORS ABOVE GRADE LEVEL
- FLEXIBLE CONDUIT
- CONDUIT MOUNTED TO PANEL BOARD
- TEXT INDICATES ELECTRICAL PANEL DISSEMINATION AND CIRCUIT NUMBERS
- MINIMUM CONDUIT SIZE SHALL BE 2" UNLESS OTHERWISE NOTED
- THREE PHASE CONDUCTORS, THREE RACEWAY PROVIDE ONE GROUND CONDUCTOR IN A SINGLE RACEWAY PROVIDE ALL BRANCH CIRCUITS WITH A SEPARATE NEUTRAL CONDUCTOR.

5. ALL JUNCTION BOXES SHALL BE MOUNTED IN ACCESSIBLE LOCATIONS.

6. CONDUITS CROSSING STRUCTURAL SEPARATIONS SHALL BE CONSTRUCTED WITH FLEXIBLE CONNECTION AND ABLE TO ACCOMMODATE THE CALCULATED DIFFERENTIAL MOTION DURING EARTHQUAKES.

7. COLOR COATING, CONDUCTORS AND CABLES SHALL BE COLOR CODED BY THE MANUFACTURER FOR THE ENTIRE LENGTH, WRAPPING COLOR TYPES ARE NOT PERMITTED. COLOR CODING SHALL BE AS FOLLOWS:

120/240V SYSTEM

PHASE A	RED
PHASE B	BLUE
PHASE C	WHITE
NEUTRAL	GREEN
GROUND	GROUND

PROVIDE SEPARATE NEUTRAL WIRE FOR EACH BRANCH CIRCUIT. USE COLOR SPIRAL TO MATCH ASSOCIATED PHASE CONDUCTOR ON NEUTRAL WIRES.

8. ELECTRICAL CONTRACTOR TO VERIFY AND TEST ALL EXISTING CIRCUIT AND GROUNDING SYSTEM CONTINUITY BETWEEN ALL ELECTRICAL DEVICES, LIGHTING, RECEPTACLE, AND OTHER EQUIPMENT SPLICE BOX TO EXISTING ELECTRICAL PANELBOARD.

9. ALL NEW LIGHTING FIXTURES AND LAMPS SHOULD BE HIGH EFFICACY, 74 AND 46-2019(JAN-2019) COMPLIANT.

10. EXISTING LIGHT FIXTURES LAMPS NEED TO BE REPLACED SHOULD BE 46-2019(JAN-2019) COMPLIANT.

Diagram illustrating the components of a flush-mounted panel board:

- FLUSH MOUNTED PANEL BOARD** (Overall assembly)
- GROUND** (Grounding symbol)
- SWITCH AND FUSE DESIGNATION** (Label for the switch and fuse assembly)
- NUMBER OF POLES** (Label for the number of poles, shown as 2P)
- AMPS FRAME** (Label for the ampere frame, shown as 100AS)
- FUSE SIZE** (Label for the fuse size, shown as 60AF)
- CIRCUIT BREAKER** (Label for the circuit breaker, shown as 2P)
- NUMBER OF POLES** (Label for the number of poles, shown as 22AS)
- AMPS FRAME** (Label for the ampere frame, shown as 22AS)
- GROUNDING** (Label for the grounding, shown as 22AS)
- DISCONNECT SWITCH "F" INDICATES FUSED TYPE** (Label for the disconnect switch)
- MOTOR RATED TOGGLE SWITCH** (Label for the motor rated toggle switch)
- SWITCH CONTROLLED RECEPTACLE** (Label for the switch controlled receptacle)
- RESIDENTIAL ELECTRICAL METER** (Label for the residential electrical meter)

FLUSH MOUNTED COMMUNICATIONS OUTLET LOCATION. PROVIDE 1 GANG MOLD RING WITH 4-1/16" OUTLET BOX. WALL MOUNT AT 15" AFF TO BOTTOM U.N.C. EMT CONDUIT AND PULLSTRING FROM BOX TO ABOVE ACCESSIBLE CEILING.

FLUSH MOUNTED TELEPHONE OUTLET LOCATION. PROVIDE 1 GANG MOLD RING WITH 4-1/16" OUTLET BOX. WALL MOUNT AT 15" AFF TO BOTTOM U.N.C. PROVIDE 1" EMT CONDUIT AND PULLSTRING FROM BOX TO ABOVE ACCESSIBLE CEILING.

DATA CONDUIT PATHWAY


CABLE WALL CONNECTION, 18" A.F.F. (UON)

DOOR BELL PUSH BUTTON

SMOKE DETECTOR

WALL MOUNT CARBON MONOXIDE DETECTOR

[illegible]





LIGHTING	
<p>WALL MOUNTED OCCUPANCY DETECTOR, LETTER SUBSCRIPT INDICATES DUAL-LEVEL SWITCHING.</p> <p>CEILING MOUNTED OCCUPANCY DETECTOR</p> <p>RECESSED TOGGLE SWITCH, CENTER OF GRIP OF OUTLET BOX OF SWITCHES) SHALL NOT BE MORE THAN 48" AFF LON.</p> <p>INDICATES MULTIPLE SWITCHES IN GANGED BOX W/ COMMON COVERPLATE ALSO INDICATES NUMBER OF INDIVIDUAL SWITCHES.</p> <p>INDICATES 3-WAY SWITCHING.</p>	<p>A ab</p> <p></p> <p>f b</p> <p>f 3</p>

SHEET INDEX	
Sheet Number	Sheet Title
E001	ELECTRICAL SYMBOLS AND ABBREVIATIONS
E002	LIGHT FIXTURE SCHEDULE, PANEL SCHEDULE AND LOAD CALCULATION
E100	ELECTRICAL SCHEDULE AND LOAD CALCULATION
E200	ELECTRICAL SCHEDULE AND LOAD CALCULATION
E301	ELECTRICAL POWER PLAN
E311	ELECTRICAL LIGHTING PLAN

NOTE: This set of plans and a MUST be kept on the job at all times, including to make any changes without written permission. Year, building and lobby, particular connections must be according to the Plan Checklist. Assume all the specifications shall not be completed the activities program.

[illegible]

<u>UNIT 812 - LOAD CALCULATION</u>			
TOTAL FLOOR AREA:	787	Sq. Ft.	
Gen Lighting Load (3 VA/Sq. Ft.)	3	VA/Sq. Ft.	
General Lighting:	2,861	VA	
Small Appliances:	3,000	VA	
Luminaire	1,500	VA	
TOTAL:	6,861	VA	
First 3,000 VA at 100%:	3,000	VA	
35% of the Remainder:	1,551	VA	
(6,861 VA - 3,000 VA) X 0.35			
TOTAL NET LOAD:	4,551	VA	
Others:			
Evaporative Cooler and Wall Furnace	922	VA	
Total Calculated load:	5,273	VA	
Calculated load for 120V/240V, 3 Wires, Single Phase Service or Feeder			
5,273 VA / 240V =	21.97	A	

LIGHTING FIXTURE SCHEDULE								
TYPE	SYMBOL	WATT	VOLT	LAMP # TYPE	DESCRIPTION	BALLAST # TYPE	MANUFACTURER AND CATALOG NUMBER	MOUNTING
F1		12	120	1	LED 1255 LUMENS 3000K 6000H 13" DIA. LED FLUSH MOUNT FIXTURE WITH FAUX ALABASTER GLASS WITH STAINLESS STEEL FOR DAMP LOCATION COMPLIES WITH T24 AND JAB-2019(JAB- 2016)	1 LED	BROWNLEE LIGHTING 2106-13-BN-817-30K-50R OR APPROVED EQUAL	CEILING SURFACE
F2		27	120	1	LED 1560 LUMENS 2000K 2 FT SQUARE LED VANITY FIXTURE, BRUSHED NICKEL FINISH, COMPLIES WITH T24 AND JAB-2019(JAB-2016)	1 LED	LITHONIA LIGHTING FINACSS-54IN-120V-30K-800CR-BN OR APPROVED EQUAL	WALL SURFACE
F3					NOT USED			
F4		13	120	1	LED 1001 1000 LUMENS 3000K 6000H WALL CLASSIC LANTERN DESIGN. DE- CORATED ALUMINUM MOUNT, BLACK POWDER COAT FINISH. 1000 LUMENS, APRICO PANELS, COMPLETE WITH PHOTO CONTROL, LISTED FOR DAMP LOCATIONS, COMPLIES WITH T24 AND JAB-2019(JAB-2016).	1 LED	BROWNLEE LIGHTING 7732-C13-30K-150 OR APPROVED EQUAL	WALL SURFACE
F5		14.5	120	1	LED 1000 1000 LUMENS 3000K 6000H F5 BASIC SERIES LED SURFACE MOUNT FIXTURE, ALUMINUM RIM FRAME WITH COMPLIES WITH T24 AND JAB-2019(JAB- 2119).	1 LED	ACULITY BRAND - JLMCO BRS-02-T04M-30K-600CR-120V-WH OR APPROVED EQUAL	CEILING SURFACE

1	LIGHT FIXTURE SCHEDULE PANEL SCHEDULE AND LOAD CALCULATION
E002	NOT TO SCALE

E002

CLIENT



PROJECT NAME

HACSB REDLANDS DUPLEX
FIRE REHAB

810 & 812 GRANADA COURT
REDLANDS, CA 92374

CONTRACTOR

DESIGNER

SILLIANT
WRIGHT
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31045 Temecula Parkway
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CONSULTANTS

THE ENGINEERING PARTNERS, INC.
CONSULTING ENGINEERS
1000 W. BROADWAY, SUITE 200
REDLANDS, CA 92374
EP JOB #19-026
REGISTRATION STAMP



ISSUE

Rev	Date	Description

DESIGNER PROJECT NO.:

DRAWN BY: JFS

CHECKED BY: BE

SCALE: AS INDICATED

DESIGN ITERATION

DATE

DATE: 11/11/2020

SHEET TITLE

ELECTRICAL
SITE PLAN

SHEET NUMBER

E100

1 ELECTRICAL SITE PLAN

E100 SCALE: 1" = 1'-0"

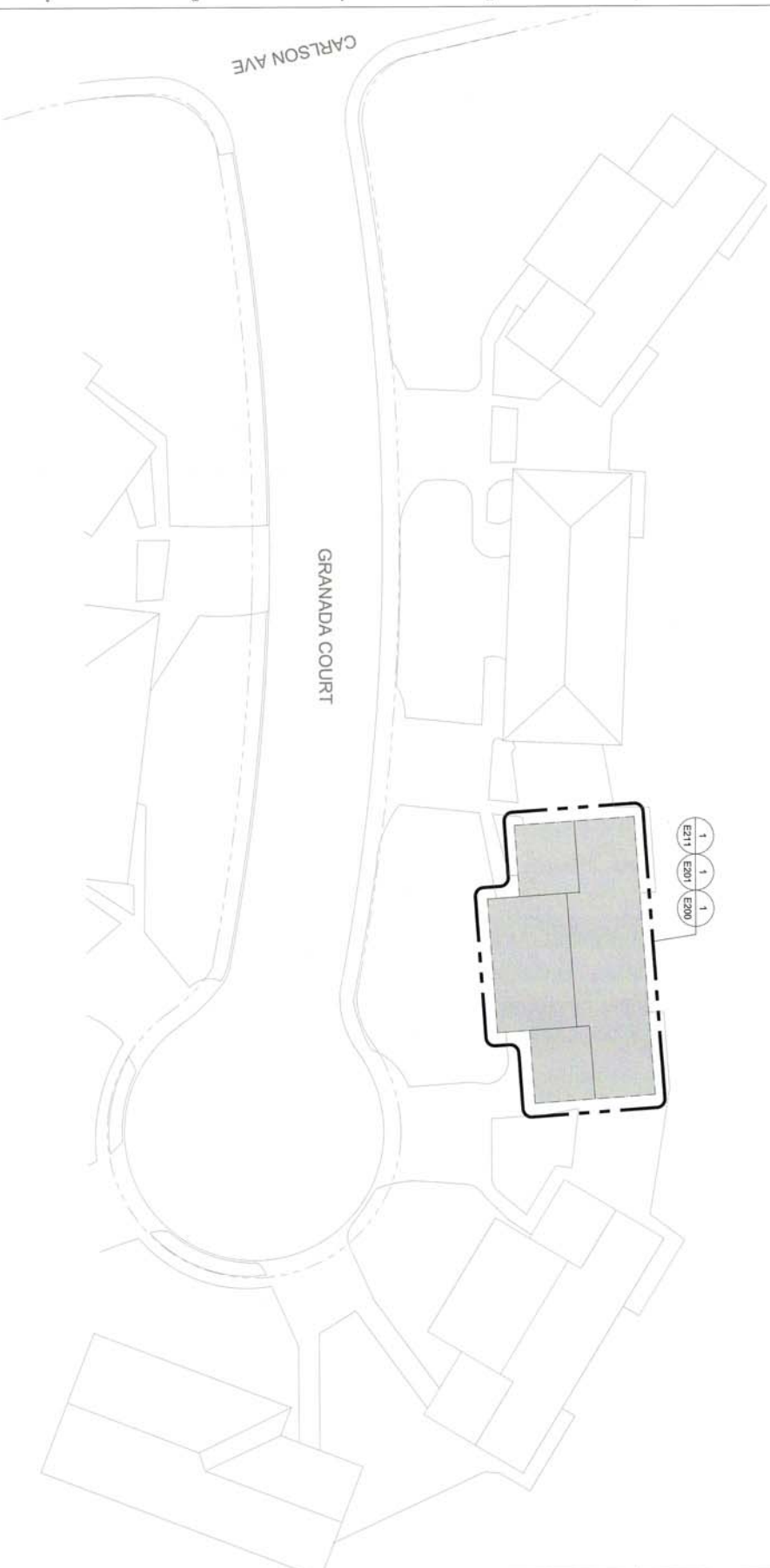
GRAPHIC SCALE



SCALE: 1" = 1'-0" (1:12)



Ref. N



CLIENT



PROJECT NAME

HACSB REDLANDS DUPLEX
FIRE REHAB

810 & 812 GRANADA COURT
REDLANDS, CA 92374

CONTRACTOR

DESIGNER

SILVAN WRIGHT ARCHITECTS
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www.silvanwright.com

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IRVINE, CA 92618
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www.ep-engineering.com

REGISTRATION STAMP



ISSUE

Task Description

Task	Date	Description

DESIGNER PROJECT NO.:

DRAWN BY:

CHECKED BY:

SCALE:

DESIGN ITERATION

DATE

DATE: 11/11/2020

SHEET TITLE

ELECTRICAL
DEMOLITION
PLAN

SHEET NUMBER

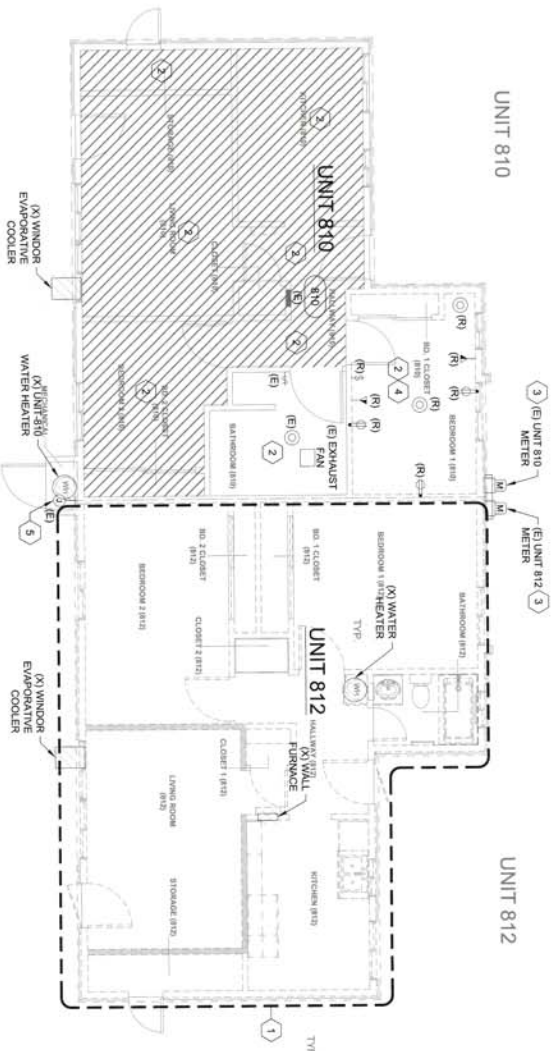
E200

GENERAL NOTES

1. ALL ELECTRICAL DEVICES ARE EXISTING UNLESS OTHERWISE NOTED ON PLAN.
2. FIELD VERIFY EXISTING CONDITION PRIOR TO DEMOLITION.
3. EXISTING MECHANICAL PLUMBING SHOWN TO DEMOLISHED/REMOVE. SEE MECHANICAL PLAN FOR MORE INFORMATION.

REMARKS

1. ALL EXISTING ELECTRICAL DEVICES IN THIS UNIT 812 TO BE DEMOLISHED.
2. ALL EXISTING ELECTRICAL DEVICES IN THIS ROOM IN UNIT 810 TO REMAIN. SEE SHEET E201 AND E211 FOR MORE INFORMATION.
3. EXISTING ELECTRICAL METER TO REMAIN.
4. EXISTING ELECTRICAL SMOKE, LIGHTING, RECEPTILES, JUNCTION BOXES, TELEPHONE, WIRES AND CONDUITS TO BE REPLACED WITH NEW DEVICE. EXISTING LOCATION TO REMAIN. SEE SHEET E201 AND E211 FOR MORE INFORMATION.
5. EXISTING WATER HEATER ELECTRICAL DEVICE TO REMAIN. CHECK, CLEAN, RECONOMITION FOR NEW WATER HEATER UNIT.



1 ELECTRICAL DEMOLITION PLAN
E200 SCALE: 1/4" = 1'-0"

GRAPHIC SCALE



SCALE: 1/4" = 1'-0" (1:48)





- 4' 2' 0' 4'
- SCALE: 1/4" = 1'-0" (1:48)

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 \$250,000.

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 75. 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.

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

1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions 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.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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

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 **Construction** 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

- (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 **Construction 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

- (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

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

- (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 subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.

- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

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

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** 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

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

35. Assignment of Contract

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

36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It

need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

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

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

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

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

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

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

39. Equal Employment Opportunity

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

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

(c) The Contractor/Seller agrees 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/Seller 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/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller 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/Seller is in noncompliance 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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 **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

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

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

() Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the

Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Exhibit “C”

Additional General Provisions

ADDITIONAL GENERAL PROVISIONS

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

8. INSPECTION, ACCEPTANCE AND REJECTION:

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

9. SAMPLES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. STOP WORK:

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

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

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

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

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

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

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

Exhibit “D”

Performance-Payment Bond

PERFORMANCE – PAYMENT BOND

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

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

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

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

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

[END – SIGNATURES FOLLOW NEXT PAGE]

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

ATTEST:

"PRINCIPAL"

(Principal) Secretary

(Seal)

BY: _____
NAME: _____

Witness as to Principal

(Address – Zip Code)

"SURETY"

(Surety) Secretary

(Seal)

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

Witness as to Surety

(Address – Zip Code)

(Address – Zip Code)

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

Exhibit “E”

Stipulation of Lien

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

STIPULATION OF LIEN

Contract Number: PC1233 Redlands Burn Unit

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number PC1253 will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.
2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

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

By: _____

Title: _____

NAME AND ADDRESS OF CONTRACTOR:

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

(Notary Public)

My Commission Expires _____
(Date)

Exhibit “F”

Department of Industrial Regulations
Prevailing Wage Rates

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL CARPENTER #

RESIDENTIAL DETERMINATION: R-23-31-2-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: June 30, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Framer & Finisher	\$33.59
Residential Insulation Installer	\$18.00
Residential Shingler	\$32.74
Residential Cabinet Installer	\$33.30
Residential Subterranean Garage Concrete Constructor	\$32.22
Residential Grade Slabber (Concrete)	\$32.22
Residential Wood Floor Installer	\$28.75

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.00 per hour worked
Pension	\$5.66 per hour worked
Vacation/Dues	\$7.16 per hour worked (\$6.16 for Residential Insulation Installer)
Training	\$0.62 per hour worked (\$0.30 for Residential Insulation Installer)
Other	\$2.34 per hour worked (\$2.44 for Residential Framer & Finisher; \$2.13 for Residential Insulation Installer; \$2.36 for Cabinet Installer)

PREDETERMINED INCREASE(S):

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. ¹

OVERTIME:

The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL CARPENTER: FENCE BUILDER[#]

RESIDENTIAL DETERMINATION: R-23-31-20-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: June 30, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Fence Builder	\$34.75

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.00 per hour worked
Pension	\$5.50 per hour worked
Vacation/Dues	\$5.16 per hour worked
Training	\$0.62 per hour worked
Other	\$1.25 per hour worked

[#] Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

PREDETERMINED INCREASE(S):

*There are no increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.¹

OVERTIME:

The first four (4) overtime hours, Monday through Friday, and all hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. If any of the holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the holidays fall on a Sunday, the following Monday shall be observed as a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL DRYWALL FINISHER #

RESIDENTIAL DETERMINATION: R-200-X-18-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: September 30, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Drywall Finisher	\$32.27 ^a

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.85 per hour worked
Pension	\$3.86 per hour worked
Vacation/ Holiday	\$1.12 per hour worked
Training	\$0.87 per hour worked
Other	\$1.02 per hour worked

PREDETERMINED INCREASE(S):

No Predetermined Increases.

STRAIGHT TIME HOURS:

Forty (40) hours from Monday through Saturday shall constitute a week's work. Eight (8) hours shall constitute a work day. ^b

OVERTIME:

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate, except after eight (8) hours on Saturdays, Sundays and holidays, which shall be paid at the rate of double time excluding make up days.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, the Day before Christmas and Christmas Day. When one of the holidays falls on Sunday, the holiday shall be observed the following Monday. When one of the holidays falls on Saturday, no extra day will be given, except that if New Year should fall on Saturday, the Friday preceding shall be considered a legal holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please call (415) 703-4774 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

^a Includes amount for Dues Check-off (\$1.20).

^b Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL DRYWALL INSTALLER #

RESIDENTIAL DETERMINATION: R-31-X-41-2021-1A

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: June 30, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Drywall Installer/Lather	\$24.98

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.00 per hour worked
Pension	\$7.66 per hour worked
Vacation/Dues	\$7.16 per hour worked
Training	\$0.62 per hour worked
Other	\$0.77 per hour worked ¹

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Include amounts for Contract Administration (\$0.20), Cooperation Committee (\$0.22), Drywall Industry Fund (\$0.30) and Partnership for Jobs (\$0.05).

PREDETERMINED INCREASE(S):

No predetermined increases.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. ²

OVERTIME:

The first four (4) overtime hours, Monday through Friday, and the first eight (8) hours worked on Saturday will be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays will be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be considered a holiday. If Christmas or New Years should fall on Saturday, the Friday preceding shall be considered a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

² Saturdays in the same work week may be worked at the straight-time hourly rate if the job is shut down during the normal workweek due to inclement weather.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL ELECTRICIAN #

RESIDENTIAL DETERMINATION: R-61-477-3-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: December 31, 2021**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY:

All localities within Inyo, Mono and San Bernardino Counties

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Electrician: Inside Wireman	\$30.90

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$6.35 per hour worked
Pension	\$1.93 per hour worked ¹
Training	\$0.45 per hour worked
Other	\$0.21 per hour worked ²

PREDETERMINED INCREASE(S):

Effective on January 1, 2022, there will be an increase of \$0.12 allocated to Health and Welfare.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

All work performed over eight (8) hours per day, Monday through Friday, and work performed on Saturdays shall be paid at one and one-half (1 1/2x) the basic straight-time hourly rate. All time worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

When the holiday falls on Saturday, the Friday prior shall be the recognized holiday. When the holiday falls on Sunday, the following Monday shall be the recognized holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes an amount equal to 3% of the Basic Hourly Rate for the National Employees Benefit Fund (NEBF) which is factored at the applicable overtime multiplier for each overtime hour.

² Includes an amount of \$0.11 for the Labor Management Cooperation Committee (LMCC) and an amount of \$0.10 for the Administrative Maintenance Fund (AMF) which is factored at the applicable overtime multiplier for each overtime hour.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL LABORER #

RESIDENTIAL DETERMINATION: R-23-102-2-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: June 30, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Laborer	\$36.95
Residential Cleanup, Landscaping, Fencing (Chain Link and Wood)	\$35.95

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.10 per hour worked
Pension	\$7.76 per hour worked
Vacation/Dues	\$3.97 per hour worked
Training	\$0.70 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

Employer Payments	Amount
Other	\$0.06 per hour worked ¹

PREDETERMINED INCREASE(S):

There are no increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, forty (40) hours per week, Monday through Friday.²

OVERTIME:

One and a half (1½x) the basic straight-time hourly rate will be paid for all overtime hours except hours worked over 12 in a single workday, Sundays and Holidays, which shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a legal holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ Amount is for Laborers Trusts' Administrative Trust Fund.

² Saturdays may be worked at straight time if job is shut down during normal work week due to inclement weather or similar Act of God, or a situation beyond the employer's control.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL PLASTER TENDER #

RESIDENTIAL DETERMINATION: R-102-X-16-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: August 2, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plaster Tender	\$37.67
Residential Plaster Clean-Up Laborer	\$35.12

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.10 per hour worked
Pension	\$9.72 per hour worked
Vacation/Dues	\$5.20 per hour worked
Training	\$1.05 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please call (415) 703-4774 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

Employer Payments	Amount
Other	\$0.96 per hour worked ¹

PREDETERMINED INCREASE(S)

No predetermined increases.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. Saturdays in the same workweek may be worked at the straight-time hourly rates if the job is shut down during the normal workweek due to inclement weather or other situation beyond the Contractor's control.

OVERTIME:

The first four (4) daily overtime hours worked and the first eight (8) hours worked on Saturday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. All other overtime hours including Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ Includes an amount (\$0.40) for Center for Contract Compliance, an amount (\$0.50) for Administrative Trust, and an amount (\$0.06) for Laborers' Trust Administrative Fund.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL PLASTERER #

RESIDENTIAL DETERMINATION: R-203-X-2-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: August 2, 2022*

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plasterer	\$35.86

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$9.38 per hour worked
Pension	\$8.02 per hour worked
Vacation & Holiday	\$6.88 per hour worked ¹
Training	\$0.99 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes an amount (\$0.62) for International Dues Check-off and an amount (\$2.26) for Dues Check-off.

Employer Payments	Amount
Other	\$1.04 per hour worked ²

PREDETERMINED INCREASE(S):

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. In the event, due to inclement weather or situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate.

OVERTIME:

One and one-half (1½x) the basic straight-time hourly rate shall be paid for work performed for all daily overtime hours and the first eight (8) hours worked on Saturdays. Double (2x) the basic straight-time hourly rate shall be paid for work performed after the first twelve (12) hours in any work day, and after the first eight (8) hours on Saturdays, and for all work performed on Sundays and Holidays.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. If any of the holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If Christmas or New Year's falls on a Saturday, the preceding Friday shall be considered a legal holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

² Includes an amount (\$0.55) for Work Preservation, an amount (\$0.48) for Administrative Trust Fund and an amount (\$0.01) for Vacation Administration.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL PLUMBER #

RESIDENTIAL DETERMINATION: R-204-X-6-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: August 31, 2022**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Plumber	42.74 ¹
Residential Pre-Trainee ²	21.34 ¹
Residential Trainee 1 ²	21.34 ¹
Residential Trainee 2 ²	27.01 ¹
Residential Trainee 3 ²	32.64 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments: Residential Plumber	Amount
Health & Welfare:	\$9.06 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes an amount (\$1.85) withheld for dues check-off that is not factored into overtime and an amount for Vacation (\$2.53 for Plumber and \$0.87 for Pre-Trainee and Trainee classifications) that is factored at 1.5 times for all Overtime (even Double Time).

² One (1) Trainee may be employed for every one (1) Residential Plumber.

Employer Payments: Residential Plumber	Amount
Pension:	\$10.35 per hour worked ³
Training:	\$1.87 per hour worked
Other:	\$1.34 per hour worked

Employer Payments: Residential Pre-Trainee	Amount
Pension:	\$0.90 per hour worked
Training:	\$1.80 per hour worked
Other:	\$1.34 per hour worked

Employer Payments: Residential Trainee 1	Amount
Health & Welfare:	\$9.56 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.80 per hour worked
Other:	\$1.34 per hour worked

Employer Payments: Residential Trainee 2	Amount
Health & Welfare:	\$9.56 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.83 per hour worked
Other:	\$1.34 per hour worked

Employer Payments: Residential Trainee 3	Amount
Health & Welfare:	\$9.56 per hour worked
Pension:	\$0.90 per hour worked
Training:	\$1.87 per hour worked
Other:	\$1.34 per hour worked

****PREDETERMINED INCREASE(S):**

Effective September 1, 2022: \$1.83 to be allocated to wages and/or employer payments.

Effective September 1, 2023: \$1.91 to be allocated to wages and/or employer payments.

Effective September 1, 2024: \$2.03 to be allocated to wages and/or employer payments.

Effective September 1, 2025: \$2.03 to be allocated to wages and/or employer payments.

³ Includes \$0.90 for National Pension.

There will be no further increases applicable to this determination.
There are no predetermined increases applicable to the Residential Pre-Trainee and Residential Trainee classifications.

STRAIGHT TIME HOURS:

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

All hours worked over eight (8) hours a day and all hours worked on Saturday shall be paid at one and one-half ($1\frac{1}{2}x$) the basic straight-time hourly rate. All hours worked on Sundays and Holidays shall be paid at double ($2x$) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL PLUMBER: FIRE SPRINKLER FITTER #

RESIDENTIAL DETERMINATION: R-204-669-1-2021-1C

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: December 31, 2021**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Imperial, Inyo, Kern (Portions of County east of Highway 14), Los Angeles (Excludes Los Angeles City limit and twenty-five miles beyond City limits of Los Angeles), Mono, Orange (Cities or Communities of Aliso Viejo, Capistrano Beach, Coto De Caza, Dana Point, El Toro USMC Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Nigel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hot Springs, Silverado Canyon, South Laguna, and Trabuco Canyon), Riverside, San Bernardino (Excludes Cities of Ontario and Montclair), and Ventura (Cities or Communities of Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura, and Wheeler Springs) Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Fire Sprinkler Fitter: Building Trades Journeyman ¹	\$32.94

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Applies to Fire Protection Sprinkler Fitter work, does not apply to other plumbing work.

Classifications	Basic Straight-Time Hourly Rate
Residential Fire Sprinkler Fitter: Residential Tradesman ¹	\$32.94

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Building Trades Journeyman Employer Payments	Amount
Health & Welfare	\$10.55 per hour worked
Pension	\$15.16 per hour worked
Training	\$0.52 per hour worked
Other	\$0.25 per hour worked ²

Residential Tradesman Employer Payments	Amount
Health & Welfare	\$4.25 per hour worked
Pension	\$1.15 per hour worked
Training	\$0.10 per hour worked
Other	\$0.25 per hour worked ²

PREDETERMINED INCREASE(S):

All increases apply to Building Trades Journeyman only.

Effective on January 1, 2022, there will be an increase of \$0.54 allocated to wages and/or fringes.

Effective on April 1, 2022, there will be an increase of \$1.11 allocated to wages and/or fringes.

Effective on January 1, 2023, there will be an increase of \$0.56 allocated to wages and/or fringes.

Effective on January 1, 2024, there will be an increase of \$0.58 allocated to wages and/or fringes.

Effective on January 1, 2025, there will be an increase of \$0.59 allocated to wages and/or fringes.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

All residential overtime hours shall be paid at one and one-half (1½x) the basic straight-time hourly rate.

² Amount is for Industry Promotion Fund.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday. If any of the holidays should fall on Saturday, the Friday preceding shall be considered a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL PLUMBER: FIRE SPRINKLER FITTER #

RESIDENTIAL DETERMINATION: R-204-709-1-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: August 31, 2022**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within **Los Angeles** (Los Angeles City limits and twenty-five (25) miles beyond City limits of Los Angeles), **Orange** (Excludes Cities or Communities of Aliso Viejo, Capistrano Beach, Coto de Caza, Daina Point, El Torousmc Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hotsprings, Silverado Canyon, South Laguna & Trabuco Canyon), **San Bernardino** (Cities of Ontario and Montclair), and **Ventura** (Excludes Cities or Communities of Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oak Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimar Beach, Summit, Ventura, and Wheeler Springs) Counties.

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates, please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Fire Sprinkler Fitter: Building Trades Journeyman ¹	\$35.54 ²

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$9.55 per hour worked
Pension	\$3.05 per hour worked
Training	\$0.10 per hour worked
Other	\$0.20 per hour worked

PREDETERMINED INCREASE(S):

Effective on September 1, 2022, there will be an increase of \$0.10 to Training.

Effective on September 1, 2023, there will be an increase of \$0.10 to Training.

Effective on September 1, 2024, there will be an increase of \$0.10 to Training.

Effective on September 1, 2025, there will be an increase of \$0.10 to Training.

There are no further increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

One and one-half (1½x) the basic straight-time hourly rate will be paid for the first four (4) daily overtime hours and the first ten (10) hours worked on Saturday. Double (2x) the basic straight-time hourly rate will be paid for all hours worked on Sundays and Holidays, all hours worked in excess of four daily overtime hours and all hours worked in excess of ten (10) hours on Saturday.

RECOGNIZED HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Saturday, the Friday preceding shall be

¹ Applies to Fire Protection Sprinkler Fitter work only. Does not apply to other plumbing work.

² Includes an amount (\$3.00) for Vacation.

considered a legal Holiday. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal Holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL ROOFER #

RESIDENTIAL DETERMINATION: R-232-36-1-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: July 31, 2022**

Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:

All localities within Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties.

WAGE RATES:

Classifications	Basic Straight-Time Hourly Rate
Residential Roofer	\$39.97 ¹
Pitch Work	\$41.72 ¹

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments	Amount
Health & Welfare	\$8.56 per hour worked
Pension	\$8.97 per hour worked
Training	\$0.53 per hour worked

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Include amounts for Dues Check-Off (\$0.90) and Vacation (\$3.00) which are not factored into the overtime hourly rates.

Employer Payments	Amount
Other	\$0.69 per hour worked ²

PREDETERMINED INCREASE(S):

Effective August 1, 2022 there will be an increase of \$1.93 allocated as follows: \$1.33 to the Basic Hourly rate and \$0.60 to Pension.

There are no more predetermined increases applicable to this determination.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work.

OVERTIME:

Work performed on Saturdays and after eight (8) hours on a workday shall be paid at one and one-half (1½x) the basic straight-time hourly rate. Any work extending beyond ten (10) hours a day and over 55 hours per week and all overtime worked on Sundays and Holidays shall be paid at double (2x) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If any of the holidays fall on Saturday then the preceding Friday shall be observed as a holiday. If any of the holidays fall on Sunday, the Monday following shall be observed as a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

² Include amounts for Contract Administration (\$0.05), Industry Fund (\$0.25), Compliance Fund (\$0.33), and Education and Trust Fund (\$0.06).

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL
RELATIONS PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1,
ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

CRAFT: RESIDENTIAL SHEET METAL WORKER #

RESIDENTIAL DETERMINATION: R-166-102-2-2021-1

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

ISSUE DATE: December 1, 2021

EXPIRATION DATE: June 30, 2022**

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit at (415) 703-4774.

LOCALITY:

All localities within Inyo, Los Angeles (Portion of the County including Pomona, Claremont, Catalina Island, Long Beach and that portion south of Imperial Highway and east of the Los Angeles River), Mono, Orange, Riverside and San Bernardino Counties.

WAGE RATES:

Classification(s)	Basic Straight-Time Hourly Rate¹
Residential Sheet Metal Worker	\$33.52
Residential Jobsite Installer Tradesman, Level 5	\$19.29
Residential Jobsite Installer Tradesman, Level 6	\$20.37
Residential Jobsite Installer Tradesman, Level 7	\$21.48
Residential Jobsite Installer Tradesman, Level 8	\$22.58

Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please fax a request to (415) 703-4771 or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

¹ Includes an amount for Working Dues Check-Off.

Classification(s)	Basic Straight-Time Hourly Rate¹
Residential Jobsite Installer Tradesman, Level 9	\$23.69
Residential Jobsite Installer Tradesman, Level 10	\$24.83
Residential Jobsite Installer Tradesman, Level 11	\$25.92
Residential Jobsite Installer Tradesman, Level 12	\$27.06
Residential Jobsite Installer Tradesman, Level 13	\$28.16

EMPLOYER PAYMENTS: (Labor Code Section 1773.1)

Employer Payments (Residential Sheet Metal Worker)	Amount
Health & Welfare:	\$6.22 per hour worked
Pension ² :	\$3.26 per hour worked
Training:	\$0.12 per hour worked
Other:	\$0.23 per hour worked

Employer Payments (Residential Jobsite Installer Tradesman) (All Levels)	Amount
Health & Welfare:	\$6.22 per hour worked
Pension ² :	\$1.90 per hour worked
Training:	\$0.12 per hour worked
Other:	\$0.23 per hour worked

PREDETERMINED INCREASE(S):

**** For Residential Sheet Metal Worker:**

Effective on July 1, 2022, there will be an increase of \$0.86 to be allocated to wages and/or employer payments.

There will be no further increase applicable to this determination.

For Residential Jobsite Installer Tradesman (All Levels):

There are no predetermined increases applicable to these classifications.

² Pursuant to Labor Code Sections 1773.1 and 1773.8, the amount paid for this employer payment may vary resulting in a lower taxable basic hourly wage rate, but the total hourly rates for straight time and overtime may not be less than the general prevailing rate of per diem wages.

STRAIGHT TIME HOURS:

Eight (8) hours per day, Monday through Friday, shall constitute a day's work. Saturdays in the same workweek may be worked at the straight-time hourly rates if the job is shut down during the normal workweek due to inclement weather.

OVERTIME:

The first four (4) overtime hours, Monday through Friday, and the first twelve (12) hours worked on Saturday will be paid at one and one-half ($1\frac{1}{2}x$) times the basic straight-time hourly rate. All other overtime hours including all hours worked on Sundays and Holidays will be paid at double ($2x$) the basic straight-time hourly rate.

RECOGNIZED HOLIDAYS:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, and Christmas Day. When any holiday falls on Sunday, excluding Easter Sunday, the Monday after shall be a holiday.

TRAVEL AND SUBSISTENCE:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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

November 8, 2022

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on October 11, 2022

RECOMMENDATION(S)

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on October 11, 2022.
(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 October 11, 2022 and attached are the comprehensive minutes for review and recommended approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 2, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
October 11, 2022**

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 843 9169 5671, Password 318088) at 3:36 p.m. on October 11, 2022.

Details of the meeting discussion can be obtained through the recording of the Board of Commissioners meeting through a Public Records Request submitted in person or through the HACSB website: <https://hacsb.com/public-records-request/>

1) Call to Order and Roll Call

The meeting was called to order, and upon roll call, the following were present:

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Vice-Chair Cooper was recorded as absent.

Due to Chair Johnson's absence at the scheduled meeting time of 3:00 p.m., and Vice-Chair Cooper's absence, Commissioner MacDuff served as acting chair of the October 11, 2022 Board of Commissioners meeting. Once Chair Johnson joined at 3:36 p.m. a quorum was achieved and Chair Johnson asked Commissioner MacDuff if she could chair the meeting, as Chair Johnson was attending the meeting via telephone.

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; Jesse Diaz, Finance Director; Renee Kangas, Sr. Management Analyst; Angie Lardapide, Procurement and Contracts Supervisor; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager; Rebecca Murillo, Special Programs Manager; Mayra Small, Housing Services Supervisor; Anthony Perez, Executive Director for Housing Partners I, Inc. and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority.

2) Additions or Deletions to the Agenda

Commissioner MacDuff called for additions or deletions to the October 11, 2022 agenda. There were none.

3) General Public Comment

Commissioner MacDuff provided an opportunity for members of the public to address the Board of Commissioners. There were no public comments.

4) Executive Director's Report

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report.

5) Board Building Presentation

The board building presentation was requested.

The board building presentation included an overview of the industry organizations that are partners with Housing Authority of the County of San Bernardino.

6) Amendment No. 3 to Memorandum of Understanding with Foothill AIDS Project for the Housing Opportunities for Persons with AIDS program

Discussion calendar item number 6 to 1) approve Amendment No. 3 to Memorandum of Understanding with Foothill AIDS Project for the Housing Opportunities for Persons with AIDS program, modifying the annual funding amount for a total amount not to exceed \$906,328, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Foothill AIDS Project 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.

Chair Johnson moved to approve discussion calendar item number 6, as recommended by staff and Commissioner Tarango seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

7) Resolution No. 146

Discussion calendar item number 7 to adopt Resolution No. 146 to 1) Authorize the Housing Authority of the County of San Bernardino to increase the Below Market Interest Rate Loan to Valencia Grove II, LLC in an amount not-to-exceed Two Million Dollars (\$2,000,000) and to execute related documents with Valencia Grove II, LLC, to serve as construction financing for the Valencia Grove Phase II affordable housing project, said agreements and documents to be executed in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof, 2) Amend resolution No. 202-416 to reflect revised loan amount and also to authorize the Executive Director of the Housing Authority of the County of San Bernardino to execute the Completion Guaranty by the Housing Authority of the County of San Bernardino in favor of Cathay Bank, 3) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make

modifications to the Loan Agreement and the documents or exhibits attached to the Agreement in order to conform to the transaction and funding for the Project and to execute all documents or certificates which are necessary or appropriate to carry out and close the transaction as contemplated in the Agreement, was requested.

Executive Director Razo explained the item.

Chair Johnson moved to approve discussion calendar item number 7, as recommended by staff and Commissioner Tarango seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

8) Contract amendment with Reliant Asset Management Solutions for Housing Quality Standards Inspection Services

Discussion calendar item number 8 to 1) Approve Amendment No. 4 to Contract No. PC1041, effective December 1, 2022, with Reliant Asset Management Solutions for Housing Quality Standards Inspection services, increasing the current contract amount by \$410,630.39 for a total contract amount not to exceed \$2,026,630.39 and extending the contract by an additional one-year period pursuant to the original contract terms through November 30, 2023, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Reliant Asset Management Solutions 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.

Chair Johnson moved to approve discussion calendar item number 8, as recommended by staff, and Commissioner Tarango duly seconded the motion.

Discussion amongst the Board of Commissioners took place regarding the contract amendment with Reliant Asset Management Solutions for Housing Quality Standards Inspection Services.

Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

9-12) Consent Calendar

Approval of the consent calendar including agenda item numbers 9 - 12 was requested.

Chair Johnson moved to approve consent calendar agenda item numbers 9 - 12, 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 September 13, 2022.

10) Approve and file Agency-wide Financial Statements through June 2022.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of July 2022.

12) Adopt Resolution No. 166 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of October 16, 2022 through November 15, 2022.

The motion was duly seconded by Commissioner Tarango and upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

Commissioner MacDuff provided an opportunity for individual board member comments. Commissioner MacDuff congratulated Maria and staff on receiving the awards from NAHRO.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, October 11, 2022, to be adjourned, which motion was duly seconded by Commissioner Tarango. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:04 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Bobby Tarango

Attest:

Secretary

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

November 8, 2022

FROM

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

SUBJECT

Agency-wide Financial Statements through July 2022

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through July 2022.
(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 July 2022 for Federal Fiscal Year (FFY) 2021-22 is \$512,258. The net income is currently lower than the budgeted net income of \$8,907,587, with a variance of \$8.4 million.

The \$8.4 million variance between the budgeted net income and the actual net income is due to:

- \$8.6 million less in funding received for our Housing Choice Voucher program. Our budget reflects funding for a 100% lease rate and when actual expenses are lower than the expected lease rate, HUD provides us with less funding. The difference between the authorized funding amount and actual funding received is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.
- Related to the lower lease rate, there was also a reduction in Housing Assistance Payments in the amount of \$3.9 million due to a lower lease rate than expected. We expect the lease rate to continue to increase over the coming year.
- \$2.2 million in capital fund and other grant expenses that have not yet been incurred.
- Lower than anticipated costs in administrative and maintenance expenses in the amount of \$1.7 million primarily due to lower than anticipated vacancy turnover expenses in the affordable housing portfolio as well as lower administrative salary expenses due to vacant positions. There are also lower computer software annual costs paid thus far. These expenses will be incurred later in the year and/or will be incurred in the following fiscal year.
- Physical needs work that was budgeted but will be completed later in the year in the amount of \$1.3 million (reflected in the extraordinary maintenance expenses line). Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work, and exterior painting.
- An increase of \$1.6 million in tenant services expenses. This was due to the new Emergency Housing Vouchers (EHV) and Emergency Solutions Grant (ESG) grants the

Authority received which are not reflected in the annual budget that received expenditure authorization from the board via separate board actions.

- Depreciation expenses and other non-operating items are not budgeted and amount to \$4.5 million through July 2022.

Financial Summary	FY 2022 YTD
Revenues	\$131,120,147
Expenses	\$(112,388,312)
Operating Net Income/(Loss)	\$4,861,244
Operating Transfers/Non-Operating Items	\$(4,046,123)
Net Income/(Loss)	\$815,121

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2021-22 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.

Despite ongoing 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 November 1, 2022.

HACSB Budget Comparison

Period = Oct 2021-Jul 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	22,845,238	21,744,450	1,100,788	5.06	26,093,339
Total Other Tenant Income	602,181	500,851	101,331	20.23	600,732
NET TENANT INCOME	23,447,420	22,245,300	1,202,119	5.40	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	102,058,667	114,017,232	-11,958,565	-10.49	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	5,614,060	6,056,410	-442,349	-7.30	6,918,012
TOTAL INCOME	131,120,147	142,318,942	-11,198,795	-7.87	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	6,493,984	8,650,858	2,156,875	24.93	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	11,309,237	12,191,271	882,033	7.24	14,891,275
Total Legal Expense	379,212	411,582	32,370	7.86	493,744
Total Other Admin Expenses	5,263,844	5,000,900	-262,944	-5.26	6,012,450
Total Miscellaneous Admin Expenses	1,917,013	2,536,256	619,242	24.42	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	18,869,306	20,140,007	1,270,702	6.31	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	1,792,780	176,935	-1,615,845	-913.24	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	3,116,964	3,232,173	115,209	3.56	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,601,766	2,274,185	-327,581	-14.40	2,768,190
Total Materials	749,067	780,726	31,659	4.06	936,669
Total Contract Costs	2,682,390	3,373,642	691,252	20.49	4,048,806
TOTAL MAINTENANCE EXPENSES	6,033,223	6,428,553	395,330	6.15	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,267,392	1,034,065	-233,327	-22.56	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,966,821	3,268,277	1,301,457	39.82	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	85,379,808	89,267,452	3,887,644	4.36	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,193,434	1,213,035	19,601	1.62	1,455,642
TOTAL OPERATING EXPENSES	126,113,711	133,411,355	7,297,645	5.47	159,934,078
OPERATING NET INCOME	5,006,436	8,907,587	-3,901,150	-43.80	10,498,684
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	4,494,179	0	-4,494,179	N/A	0
NET INCOME	512,258	8,907,587	-8,395,329	-94.25	10,498,684

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

November 8, 2022

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 August 2022

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 2022.

(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 August 31, 2022, is \$8,278.57 The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

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. 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 skips and voluntary move-outs. The total write-off for the month of August 2022 is \$8,278.57, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of August 2022
November 8, 2022

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
203 - Maplewood	1	3,364.00
409 - Andalusia	1	804.00
403 - Summit Walk	1	1,497.00
407 - Sunset Pointe	1	793.00
408 - Sunrise Vista	2	2,670.00
416 - Arrowhead	1	1,317.00
423 - Mesa Gardens	1	(2,048.00)
467 - Hillcrest	1	(3,192.00)
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	9	5,205.00
Miscellaneous Charges		3,392.00
Maintenance Charges		3,823.57
Legal Charges		875.00
Security Deposits Applied		(5,017.00)
NET TOTAL WRITE OFF		8,278.57

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on November 2, 2022.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

08/31/22

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
203 - Maplewood													
1	F	A		S	834.00	3,364.00	-	884.00	557.28	-	4,805.28	922.00	3,883.28
TOTALS:						3,364.00	-	884.00	557.28	-	4,805.28	922.00	3,883.28

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	SKIP	NA	Na	NA	Na	Na		NA	NA	08/22/22

409 - Andalusia													
1	G	R		S	125.00	804.00	-	-	474.84	-	1,278.84	900.00	378.84
TOTALS:						804.00	-	-	474.84	-	1,278.84	900.00	378.84

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	SKIP	N/A	N/A	N/A	N/A	N/A		N/A		08/01/22

403 - Summit Walk													
1	M	N		V	1,549.00	1,497.00	-	50.00	155.00	-	1,702.00	635.00	1,067.00
TOTALS:						1,497.00	-	50.00	155.00	-	1,702.00	635.00	1,067.00

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	30 Day Notice	06/07/22								07/29/22

407 - Sunset Pointe													
1	P	A		S	775.00	793.00	-	775.00	356.56	-	1,924.56	300.00	1,624.56
TOTALS:						793.00	-	775.00	356.56	-	1,924.56	300.00	1,624.56

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	SKIP									08/22/22

*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy **Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 08/31/22

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
408 - Sunrise Vista													
1	L	S		E	935.00	1,028.00			778.09	875.00	2,681.09	935.00	1,746.09
2	C	R		S	875.00	1,642.00	-	825.00	761.80	-	3,228.80	400.00	2,828.80
TOTALS:						2,670.00	-	825.00	1,539.89	875.00	5,909.89	1,335.00	4,574.89
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	3 Day Pay or Quit	6/30/2022	Hand	7/11/2022	N/A				turned in keys to avoid eviction		08/03/22		
2	SKIP										08/03/22		

416 - Arrowhead													
1	C	R		Death	1,000.00	1,317.00	-	50.00	85.00		1,452.00	200.00	1,252.00
TOTALS:						1,317.00	-	50.00	85.00	-	1,452.00	200.00	1,252.00
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	Death										08/08/22		

423 - Mesa Gardens													
1	J	J				(2,048.00)	-	-			(2,048.00)		(2,048.00)
							-	-			-		-
TOTALS:						(2,048.00)	-	-	-	-	(2,048.00)	-	(2,048.00)
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	Rental assistance payment received after move out and writeoff												

*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy **Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 08/31/22

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
467 - Hillcrest													
1	F	A				(947.00)					(947.00)		(947.00)
2	R	A				(2,624.00)					(2,624.00)		(2,624.00)
3	C	M		S	758.00	379.00		808.00	655.00		1,842.00	725.00	1,117.00
TOTALS:						(3,192.00)	-	808.00	655.00	-	(1,729.00)	725.00	(2,454.00)
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	Rental assistance payment received after move out and writeoff												
2	Rental assistance payment received after move out and writeoff												
3	SKIP										08/15/22		

ALL PROPERTY TOTALS:						5,205.00	-	3,392.00	3,823.57	875.00	13,295.57	5,017.00	8,278.57
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Submitted by: _____ Date: _____ Reviewed by: _____ Date: _____

*Reasons: E=Evictions S=Skip V=Voluntary T=Terminated Tenancy **Unpaid Misc: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

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

November 8, 2022

FROM

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

SUBJECT

AB361 Brown Act Remote Meetings During a State of Emergency

RECOMMENDATION(S)

Adopt Resolution No. 167 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of November 16, 2022 through December 15, 2022.

(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 is no financial impact associated with this item.

BACKGROUND INFORMATION

On March 4, 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus including modification of certain requirements created by the Ralph M. Brown Act (Brown Act), the state's local agency public meetings law. The orders waived several requirements, including requirements in the Brown Act requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting, of which allowed teleconferencing of the meeting coupled with proper noticing to the public.

On March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic of which Government Code section 54953(e) *et seq.* further requires state or local officials have imposed or recommended measures to promote social distancing; or the legislative body of HACSB finds that meeting in person would present imminent risk to the health and safety of attendees. The Board has since approved the use of remote teleconferencing meeting procedures pursuant to Government Code Section 54953(e) monthly.

Most recently, on October 11, 2022, the Board adopted Resolution No. 166 (Item No. 12) authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of October 16, 2022, through November 15, 2022.

Approval of this item finds that, as a consequence of the State of Emergency, the HACSB Board of Commissioners (Board) meetings shall be conducted by the remote teleconference meeting

requirements as authorized by Government Code section 54953(e) et seq. and will allow for observation and participation by the Board Members and the public via Zoom teleconferencing and phone access through December 15, 2022.

If approved, this authorization will remain valid for an additional 30 days and per Government Code section 54953(e) and will need to be revisited every 30 days thereafter.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-167

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ACKNOWLEDGING THE GOVERNOR'S STATE OF EMERGENCY DECLARATION AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF COMMISSIONERS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE PERIOD OF November 16, 2022, THROUGH December 15, 2022

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (Authority) is committed to preserving and nurturing public access, transparency, observation, and participation in meetings of the Board of Commissioners (Board); and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, codified in Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Board and conduct its business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), codified in Government Code sections 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding teleconferencing, subject to the existence of certain conditions; and

WHEREAS, the initial required condition is that a state of emergency is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the Authority, caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic; and

WHEREAS, Government Code section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the Authority finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution even fully vaccinated individuals can spread the virus to others resulting in rapid increases of COVID-19 cases and hospitalizations; and

WHEREAS, San Bernardino County currently has a Community Transmission metric of “low”; and

WHEREAS, the Board hereby acknowledges that such emergency conditions continue to exist in the Authority, such that meeting in person for the meetings of the Board would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Board hereby finds that due to the ongoing State of Emergency and the public health threat posed by COVID-19, the Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious Omicron variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities of the Authority; and

WHEREAS, the Board hereby finds that, as a consequence of the State of Emergency, the Board shall conduct its meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Board affirms that it will allow for observation and participation by Board Members and the public via Zoom teleconferencing and phone access in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board hereby recognizes and acknowledges the existence and conditions of the State of Emergency as proclaimed by the Governor.

Section 3. Before the State of Emergency, the Authority met at a facility at which approximately 20 people would regularly attend, and periodically filling the meeting room to capacity and thereby limiting the ability of attendees to socially distance.

Section 4. As a result of the March 4, 2020, State of Emergency, and the highly contagious Omicron variant, meeting in person at the meeting facilities of the Authority would present an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting location, the anticipated number of attendees, and the likely inability to socially distance. As such, the Board hereby authorizes the continued use of the remote teleconferencing procedures for meetings of the Board, as authorized by Government Code section 54953(e) *et seq.*, for the period of November 16, 2022, through December 15, 2022.

Section 5. The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, for all Board meetings.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 15, 2022, or such time the Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

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)
) 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, Month Date, 2022.

Secretary