



HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ

REQUEST FOR PROPOSAL ENGINEERING SERVICES

Needs Assessment for Rehabilitation of Wastewater Facilities Buena Vista Migrant Center

Location: 113 Tierra Alta Drive
Watsonville Ca 95076
831-454-5928

Submit Responses to:

**HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
2931 Mission Street
Santa Cruz Ca 95060
831-454-5928**

Responses Must Be Received by:
4:00 p.m. on November 30, 2015

PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

REQUEST FOR PROPOSALS FOR
Needs Assessment for Rehabilitation of
Wastewater Facilities at Buena Vista Migrant Center

Note regarding the Public Records Act:

Government Code Sections 6550 et seq., the California Public Record Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Record Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request for Proposals is a public record in its entirety. Also, all information submitted in response to this Request for Proposals is itself a public record **without exception**. Submission of any materials in response to this Request for Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the HOUSING AUTHORITY if requested under the Public Records Act without further notice to you and (2) you agree to indemnify and hold harmless HOUSING AUTHORITY for release of such information.

If HOUSING AUTHORITY receives a request for any portion of a document submitted in response to this RFP, HOUSING AUTHORITY will not assert any privileges that may exist on behalf of the person or entity submitting the proposal, and HOUSING AUTHORITY reserves the right to disclose the requested materials without notice to the party who originally submitted the requested material. To the extent consistent with the Public Records Act and applicable case law interpreting those provisions, HOUSING AUTHORITY and/or its officers, agents, and employees retain discretion to release or withhold any information submitted in response to this RFP.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against HOUSING AUTHORITY and/or its officers, agents, or employees that HOUSING AUTHORITY has violated a Proposer's right to privacy, disclosed trade secrets, or caused any damage by allowing the proposal to be inspected.

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1 GENERAL INFORMATION

1.1 Statement of Intent

This Request for Proposal (“RFP”) includes two phases. All bids must include the work, services equipment and materials for both phases. The HOUSING AUTHORITY, through Phase I of this RFP, seeks a qualified company to provide professional services for the Engineering Services related to the “Development of a Needs Assessment for Wastewater Facilities at various Migrant Centers located throughout Central California Sewer Rehabilitation Project” (Wastewater Needs Assessment). The Wastewater Needs Assessment seeks to comprehensively assess the needed improvements to bring current facilities to a safe and sanitary condition to meet requirements as defined by State or local requirements for each of the facilities. Phase II of the RFP requires the selected FIRM to provide engineering services for Project Management, for project improvements selected by HOUSING AUTHORITY. **Please see Section 4, below, for a full description of the services required.**

It is a Proposer’s responsibility to review the entire RFP in order to submit a complete and responsive proposal. The highest ranked Proposer, based on the written response to the RFP, as well as any interviews, if scheduled, will be invited to negotiate a contract with the HOUSING AUTHORITY. The target start date and term for the proposed services is December, 2015 to May, 2016.

2 RFP PROCEDURE

This section describes the general RFP procedure used by the HOUSING AUTHORITY. This RFP seeks the submission of proposals from interested and qualified Proposers. The HOUSING AUTHORITY seeks to obtain the listed services in a manner that maximizes the quality of services while also maximizing the value to the Center and, by extension, its residents. Proposers must be able to show that they are capable of performing the services requested. Such evidence includes, but is not limited to, the respondent’s demonstrated competency and experience in delivering services of a similar scope and type and local availability of the Proposer’s personnel and equipment resources.

2.1 Tentative Schedule of Events – Phase 1

The following schedule is tentative, and HOUSING AUTHORITY may amend the tentative schedule as necessary by addenda.

Table 1: Tentative Schedule of Events

Event	Target Date
1. RFP Release Date	November 5, 2015
2. Deadline to Submit Written Questions	November 15, 2015
3. Release of Responses to Written Questions	November 19, 2015
4. Proposal Deadline – Proposals Must Be RECEIVED by 4:00 p.m. on this date	November 30, 2015
5. Top Ranked Proposers Interviews – May Occur During this Week	November 30 – December 4, 2015
6. Notice of Decision	December 4, 2015
7. Award of Contract	December 15, 2015
8. Beginning of Services	December 16, 2015

2.2 Pre-Proposal bid walk

November 13, 2015

2.3 Submission of Proposals

2.3.1 Method of Submission

Proposals must be submitted by the submittal deadline, as follows:
Six (6) printed copies and one (1) electronic PDF copy (via flash drive) of each proposal delivered by mail or handed to the following address:

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
2931 Mission Street
Santa Cruz Ca 95060
831-454-5928

Attn: Peter Rogers

The back of submitted envelope(s) shall be labeled a “Needs Assessment for Wastewater Facilities Project.” Proposals shall be in the format required in Section 5 below. The public opening of proposals will be November 30, 2015 at 4:01 PM. All proposals shall be firm offers, and will so be considered by the Housing Authority, although the Housing Authority reserves the right to negotiate terms upon evaluation of the proposals. Proposals will be considered valid offers for a period of ninety (90) days following the close of the RFP.

2.3.2 No Collusion

By submitting a proposal, each Proposer certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection

process. The proposal will be used to determine the Proposer's capability of rendering the services to be provided. The failure of a Proposer to comply fully with the instructions in this RFP may eliminate its proposal from further evaluation. This will be determined at the sole discretion of the HOUSING AUTHORITY. HOUSING AUTHORITY reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select any FIRM, or none at all.

2.3.3 Late Proposals

Proposals received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of the HOUSING AUTHORITY, as determined at the sole discretion of the HOUSING AUTHORITY. All proposals will be date/time stamped upon receipt. All proposals received prior to the deadline for proposals will be kept in a secure place.

2.4 Proposal Evaluation

All proposals received will be evaluated by an RFP Evaluation Committee. During the evaluation process, HOUSING AUTHORITY may require a Proposer's representative to answer specific questions orally and/or in writing. HOUSING AUTHORITY may require Interviews of the Top Ranked Proposers. HOUSING AUTHORITY may also require a visit to the Proposer's offices, other field visits or observations by HOUSING AUTHORITY representatives, or demonstrations as part of the overall RFP evaluation. Once a finalist or group of finalists is selected, additional interactions or information may be required.

Responses to this RFP must adhere to the format for proposals detailed in Section 5. The criteria used as guidelines in the evaluation will include, but not be limited to, the following:

- A. Proposer qualifications and experience, including capability and experience of key personnel and experience with other public agencies to provide these services
- B. Proposed approach, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services
- C. History of successfully managing similar contracts with public agencies
- D. Ability to meet any required timelines or other requirements
- E. Claims and violations against responding organization or its agents
- F. Cost for the primary services described by this RFP
- G. References
- H. Compliance with RFP and contractual requirements

HOUSING AUTHORITY may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of HOUSING AUTHORITY. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, HOUSING AUTHORITY may, in its sole discretion, correct errors or contact a Proposer for clarification.

HOUSING AUTHORITY reserves the right to evaluate proposals solely based on each proposer's written submission. In relation to written materials, evaluation will be performed only on the material included directly in the proposal itself unless otherwise indicated or requested by HOUSING AUTHORITY. HOUSING AUTHORITY will not access company web sites or read sales brochures, marketing materials, or white papers in evaluating proposer's experience or proposed methodology unless doing so is in HOUSING AUTHORITY's best interest. Proposer may submit additional materials or reference on-line information as part of its proposal, but these will not necessarily be considered during the proposal evaluation process.

2.5 Proposal Recommendation

The Evaluation Committee will recommend a FIRM to the Housing Authority of the Santa Cruz or may recommend that all proposals be rejected. The most qualified proposer(s) will be recommended to the Housing Authority based on the overall strength of each proposal including interviews, if conducted, and the evaluation is not restricted to considerations of any single factor such as cost. The Housing Authority will then make his/her own decision as to whether to accept or reject the Evaluation Committee's recommendations. Ultimate acceptance or rejection of the recommended proposal(s) and execution of a contractual agreement(s) is the independent prerogative of HOUSING AUTHORITY, notwithstanding any recommendations made by the Evaluation Committee.

2.6 Notice to Proposers

HOUSING AUTHORITY is not required to give notice to Proposers in any specific format or on any particular timeline. At some point prior to execution of a final agreement for the requested services, HOUSING AUTHORITY will notify those who submitted proposals of their non-selection. Proposers may be notified at different times depending on the needs of HOUSING AUTHORITY.

2.7 Protest Process

If a Proposer desires to protest the selection decision, the Proposer must submit a written protest within five (5) business days after the delivery of the notice about the decision. The written protest must be submitted to Housing Authority of the County of Santa Cruz, Executive Director, as outlined below. Protests received after the deadline will not be accepted. Protests must be in writing, must include the name and address of the Proposer and the RFP title, and must state all the specific ground(s) for the protest. A protest that merely addresses a single aspect of the selected proposal (for example, comparing the cost of the selected proposal in relation to the non-selected proposal) is not sufficient to support a protest. A successful protest will include sufficient evidence and analysis to support a conclusion that the selected proposal, taken as a whole, is an inferior proposal.

The Housing Authority or his/her agent will respond to a protest within ten (10) business days of receiving it, and HOUSING AUTHORITY may, at its election, set up a meeting with the Proposer to discuss the concerns raised by the protest. The decision of the Housing Authority will be final. The protest letter must be sent or hand-delivered to:

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ
2931 Mission Street
Santa Cruz Ca 95060
Attn: Peter Rogers
RE: Bid Protest

3 GENERAL TERMS AND CONDITIONS

3.1 Read All Instructions

Please read the entire RFP and all exhibits before preparing your proposal.

3.2 Proposal Includes the RFP

This RFP constitutes part of each proposal and includes the explanation of HOUSING AUTHORITY's needs, which must be met.

3.3 Proposal Costs

Costs for developing proposals are entirely the responsibility of the Proposer and may not be charged to Housing Authority.

3.4 Proposal Becomes HOUSING AUTHORITY Property

The RFP and all materials submitted in response to this RFP will become the property of HOUSING AUTHORITY. Proposer must sign Exhibit B, Intellectual Property Rights.

3.5 Questions and Response Process

Submit all questions relating to this RFP to the following email address:

E-mail to: progers@hacosantacruz.org

Subject Line: **Needs Assessment for Wastewater Facilities Project**

All written questions must be received no later than

4:00 p.m. on November 15, 2015

3.6 Alteration of Terms and Clarifications

No alteration or variation of the terms of this RFP is valid unless made or confirmed in writing by HOUSING AUTHORITY. Likewise, oral understandings or agreements not incorporated into the final contract are not binding on HOUSING AUTHORITY. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer must immediately notify HOUSING AUTHORITY of such error in writing and request modification or clarification of the document. If a Proposer fails to notify HOUSING AUTHORITY of an error in the RFP prior to the date fixed for submission, the Proposer shall submit a response at his/her own risk, and if the Proposer enters into a contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

Modifications or clarifications to the RFP will be posted on HOUSING AUTHORITY's website as outlined in Section 3.5, above, without divulging the source of the request for same. HOUSING AUTHORITY may, at its discretion, also give electronic notice by email to all parties on the proposers list, and/or those who have notified HOUSING AUTHORITY of their electronic contact information in response to this RFP. But no party that fails to receive email notice has any basis for protest given that all clarifications will be available online. It is the obligation of all proposing parties to check the HOUSING AUTHORITY website for updates regarding the RFP if they wish to be kept advised of clarifications prior to submitting a proposal. Failure to do so will not provide a ground for protest.

3.7 Selection of Provider(s)

The selection of a provider will be memorialized in the form of an “Housing Authority Standard Professional Services Agreement” (see the sample template in Exhibit A), authorized by the Housing Authority and signed by both parties. Submission of a proposal constitutes the Proposer’s approval and agreement to execute an Agreement in the form of Exhibit A. HOUSING AUTHORITY reserves the right to reject any or all proposals without penalty. HOUSING AUTHORITY’s waiver of an immaterial deviation in the proposal shall in no way modify the RFP documents or excuse the Proposer from full compliance with the specifications if the Proposer enters into a contract.

Selection of a proposal and eventual submission to HOUSING AUTHORITY’s authorized representative by way of an Agreement does not constitute an offer, and Proposers acknowledge by submission of a proposal that no agreement is final unless and until an agreement with HOUSING AUTHORITY is fully executed.

3.8 Business License

A valid business license is required to submit a proposal. Once HOUSING AUTHORITY has selected a provider and an agreement is memorialized, proposers must submit a copy of a valid business for the city/county that their business is licensed in.

3.9 Amendments to the RFP

HOUSING AUTHORITY may modify this RFP by written Addendum emailed to all Proposers that are on the official proposers list or posted on the official HOUSING AUTHORITY website. Any Addenda will be also posted on HOUSING AUTHORITY’s website. It is the responsibility of all interested Proposers to check HOUSING AUTHORITY’s website for Addenda. HOUSING AUTHORITY will not be responsible for failed receipt of Addenda by any interested Proposer in any case. All Addenda will be furnished no less than 7 days prior to the opening of proposals and must be referred to by number and date on the proposal.

3.10 Examination of Site and RFP Documents

Attention is directed to proposer’s obligation to examine the work site and RFP documents to determine any site variation that may affect the proposal, and investigate the conditions of existing clearances, restrictions, or limitations that may affect access to the work. The Proposer’s failure to do any and all of the above shall not become a basis for claim of additional monies or extension of time.

3.11 Insurance

HOUSING AUTHORITY has certain insurance requirements that must be met. Insurance requirements are described in “Exhibit A: Standard Professional Services Agreement”.

3.12 Incomplete Proposals May be Rejected

Failure to satisfy any of the requirements identified in this RFP may result in the rejection of the proposal.

3.13 Contact with Department Employees

As of the issuance date of this RFP and continuing until the final date for submission of proposals, all Proposers are specifically directed not to hold meetings, conferences, or technical discussions with any HOUSING AUTHORITY employee or Agent for purposes of responding

to this RFP except as otherwise permitted by this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any contract that may result from this RFP.

Proposers shall submit questions or concerns about the process as outlined in Section 3.5, above. The Proposer shall not otherwise ask any Department employees questions about the RFP or related issues, either orally or by written communication, unless invited to do so.

3.14 Miscellaneous

HOUSING AUTHORITY reserves the right to reject any and all proposals and/or terminate the RFP process if deemed in the best interest of HOUSING AUTHORITY. Further, while every effort has been made to ensure the information presented in this RFP is accurate and thorough, HOUSING AUTHORITY assumes no liability for any unintentional errors or omissions in this document. HOUSING AUTHORITY reserves the right to waive or modify any requirements of this RFP when it determines that doing so is in the best interest of HOUSING AUTHORITY.

4 SCOPE OF WORK

4.1 Background

HOUSING AUTHORITY is undertaking a needs assessment for a potential rehabilitation program to identify defects in the existing wastewater facilities system. HOUSING AUTHORITY invites qualified consulting FIRM's to submit a proposal to provide Engineering Design Services and engineering services for Project Management for this Project for wastewater facility at the Buena Vista Migrant Center. The Phase I goal of the project is twofold: (1) To determine a priority list of items required to ensure the system is optimized for long term use and (2) to identify any noncompliance issues requiring upgrades or rehabilitation work in order to meet the State and local standards for this facility. The needs assessment should define the exact repairs or upgrades needed and determine an estimated cost related to the proposed service.

Buena Vista Migrant Center wastewater sewage system located on site, are funded through both the State of California Housing Authority and the US Department of Agriculture Rural Development. Potential bidders ideally would be familiar with both agencies and have a thorough understanding of wastewater ponding systems and State regulations governing them.

4.2 Services to be Rendered

4.2.1 Site Data

Site Specific:

- ✦ Survey of current site wastewater facilities at Migrant Center to include:
 - Number of ponds
 - Number of aerators
 - Estimated capacity of ponds
 - Current condition of ponds as a measurement scale between 1-5
- ✦ Itemized deficiencies and improvements needed at site
- ✦ Prioritized list of required improvements at site
- ✦ Proposed improvements required to mitigate the stated deficiencies
- ✦ Construction cost estimate for improvement work with material /labor breakdown
- ✦ Development of site plans for wastewater facilities at Center.

Collective Data:

- ✦ A report identifying the Center collectively; listing deficiencies, required improvements, and estimated project construction cost.
- ✦ Identification of a collective priority listing against the site, enumerating them on a 1-5 scale, with 1 being the highest priority.

4.2.1 Utility Investigation

The FIRM shall also be required to investigate the presence of existing utilities by investigating available documentation and surface indicators. The FIRM shall identify all potential utility conflicts to HOUSING AUTHORITY in a memorandum and shall provide recommendations on the necessity of additional utility improvements.

4.2.2 Topographical Survey

The FIRM shall perform a GPS-based topographical survey of the surface conditions at the site location and its immediate surroundings, identifying spot elevations, structures, utilities, and any prominent features that will affect wastewater facilities. This information shall be shown on the project plans, and shall be available to HOUSING AUTHORITY upon request.

4.2.3 Evaluation of Repair Options

After completion of Tasks 4.2.1, 4.2.2 and 4.2.3, all field surveys and evaluations, the FIRM shall identify which ponds, lines and appurtenances should be repaired, replaced, or rehabilitated and develop recommendations and options for their repair, replacement, or rehabilitation.

4.2.4 Pre-Design Study Report

The FIRM shall provide HOUSING AUTHORITY with a study report documenting the work completed in Tasks 4.2.1 through 4.2.4. The FIRM's study will at minimum:

- A brief overview and description of the project including existing infrastructure and utilities
- Itemized deficiencies and improvements needed for each site
- Proposed improvements required to mitigate the stated deficiencies
- Construction cost estimates for each of the improvements recommended.
- Estimates of various options for construction methods to address each improvement
- A ranking of construction methods in order of preference for each improvement required
- Submittal of brief site plans for the wastewater facilities at the site and the included lines or apparatus associated with the wastewater.
- A copy of this information will be provided by the FIRM to HOUSING AUTHORITY and the California Department of Migrant Services (Attn: Jeff Oxtal) within the time prescribed by the terms of for completion of these tasks.

4.2.4.1 Schedule

The FIRM shall provide the results of the above tasks to the HOUSING AUTHORITY and to the California Office of Migrant Services within Forty-Five (45) days of contract execution. It is critical that information be provided no later than this date in order to effectively consider all projects and assess needed services prior to the execution of Phase II.

The FIRM shall provide a draft study report to HOUSING AUTHORITY to review, provide comment on, and select construction methods for design and construction. At HOUSING AUTHORITY's request, the FIRM shall meet with HOUSING AUTHORITY to determine if adjustments to the scope or design of the project are necessary to remain within project budget limits.

4.2.5 Notice to Bidders: This is the conclusion of Phase I of the RFP, "Needs Assessment for Rehabilitation of Wastewater Facilities at Buena Vista Migrant Center".

Upon completion of the above task and at the sole discretion and determination of the Office of Migrant Services a Phase 2 contract may be negotiated with the selected bidder. See Section 2 RFP Procedure for further details.

4.2.6 Phase 2

Should OMS at their discretion seek engineering services for Project Management during the Rehabilitation Phase of the Wastewater Facilities Rehabilitation Project the Scope of Work will consist of the following tasks.

4.2.6 Phase 2

The FIRM will then provide engineering services for Project Management during the Rehabilitation Phase of the Wastewater Facilities Rehabilitation Project and that Scope of Work will consist of the following tasks.

4.2.7 Design Engineering Tasks

The following tasks outline the work to be performed by the FIRM for the Wastewater Facilities Rehabilitation Project

Task I 100% Design Submittal

- a. The FIRM shall prepare 100% construction drawings and project specifications. These documents shall be considered construction ready.
- b. FIRM shall provide a detailed construction cost estimate based on the 100% design.

Deliverables: Five (5) half-sized to scale sets of 100% plans and two (2) full size sets of 100% plans, five (5) project specifications and a construction cost estimate.

Schedule: Submittal shall be within thirty (30) calendar days of the executed Phase 2 contract.

Task II Final Design Submittal

- a. Based upon the approved 100% comments and any adjustments to the program that have been approved by HOUSING AUTHORITY, the FIRM shall prepare final construction drawings and contract specifications.
- b. FIRM shall provide a final detailed construction cost estimate.

Deliverables: Two (2) half-sized to scale sets of final plans and five (5) full size sets of final plans, five (5) project specifications and construction cost estimate. Provide an electronic copy of the plans in a format readable by PDF for personal computers.

Provide an electronic copy of the final specifications and cost estimate in Microsoft Office Word 2007 for Windows or compatible format.

Schedule: Submittal shall be within seven (7) calendar days following Receipt of comments on the 100% design submittal.

Task III Bidding Phase

The FIRM, following HOUSING AUTHORITY's approval of the Construction Documents and the latest construction cost estimate, shall assist HOUSING AUTHORITY as follows:

- a. Assist HOUSING AUTHORITY in the development of bid documents, Scope of Work and related information necessary to conduct an RFP for Construction Services for work specified.
- b. Assist HOUSING AUTHORITY in responding to contractor questions and requests for clarification regarding the design and/or Construction Documents.
- c. Assist in the analysis and selection of the most responsible bidder as may be requested.

Task IV Construction Phase

The FIRM shall be representative of HOUSING AUTHORITY and shall advise and consult with HOUSING AUTHORITY during construction until final payment to the Contractor is due. The FIRM shall provide the following construction support services:

- a. Provide services and technical data as may be required during the permit approval process.
- b. Provide clarifications, as required, of construction documents and respond to contractor requests for information (RFI).
- c. Assist HOUSING AUTHORITY in the preparation and negotiation of Change Orders as requested.
- d. Review and approve of sample and material submittals specified in the Contract Documents dealing specifically with design program elements.
- e. Review and approval of all project submittals.

4.3 Desired qualifications

The successful RFP submittal shall demonstrate that the FIRM has the appropriate professional and technical background as well as access to adequate resources to fulfill the stated scope of services. The selected Firm shall also be skilled and accredited in Environmental or Sanitary Engineering and meet all licensing, certifications and requirements in which to operate in the State of California.

4.4 Length of Agreement

The target start date and contract duration for the proposed services is a limited term from potentially December 2015 to June 2016.

5 PROPOSAL SUBMISSION REQUIREMENTS

5.1 Specified Content and Detailed Sequence of Information in the RFP

Each proposal shall include sections addressing the following information in the listed order. The Proposer shall be sure to include all information that it feels will enable the Evaluation Committee and, ultimately, HOUSING AUTHORITY to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal.

Any necessary exhibits or other information, including information not specifically requested by this RFP but deemed as helpful, shall be attached to the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in the “Note Regarding the Public Records Act” section, above.

5.1.1 Cover Letter (1 page maximum)

Provide a one page cover letter on your letterhead which includes the address, voice and fax numbers, and email address of the contact person or persons and an indication of who is authorized to represent the Proposer in negotiations.

Unless the Proposer is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Proposer to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

5.1.2 Qualifications and Experience (3 page maximum)

5.1.2.1 Company Background

Provide a statement of qualifications for your organization, including a statement of the size of firm (if the Proposer is not an individual), a description of the types of services provided by your organization, a statement of the extent of experience/history providing the services requested by this RFP, and number of years in business.

5.1.2.2 Staffing

Provide total number of employees employed. Indicate the number of full time employees (FTEs) that will be assigned to this project. Indicate the number of part-time employees (and their FTE bases: e.g., .5 FTE) that will be assigned to this project. State if sub-contractors will be used, and provide the number of sub-contractor FTEs that will be assigned to the project.

5.1.2.3 Detailed Project Examples

Provide three detailed examples of the project team's previous experience with comparable projects. Examples should emphasize similar projects that members of the project team have worked on and their roles in managing the project to completion of required services. Include the organizations' role (Prime Contractor, Consultant or sub-consultant), the location of the project, duration of the contract, contract value, and whether or not the project was completed within budget and time constraints.

5.1.2.4 References

Provide references for each of the three detailed project examples provided above, including the name, title, project manager; the Housing Authority (or company name), and contact information including a telephone number and email address for the Housing Authority contact.

5.1.3 Team Structure (3 pages, not including staff resumes)

5.1.3.1 Project Team

Provide a description of the proposed team including any sub-contractors.

5.1.3.2 Project Manager

Designate a project manager who will be the primary contact with HOUSING AUTHORITY. The proposal must contain the qualifications and experience of the project manager, who should have the authority to make decisions for his/her organization. The project manager must have the ability to commit to the necessary periods of time to conduct the work as described in the RFP.

5.1.3.3 Staff Qualifications

Provide a biography describing the key project team members' individual qualifications and history and role of key staff that will be committed to this project. You may attach a resume at the end of the submittal. Resumes do not count towards the page limitation.

5.1.3.4 Organizational Chart

Include all key project team members and explain their role and responsibility throughout the project. Identify the project team members who are the daily contacts.

5.1.4 Proposed Approach (5 pages maximum)

This section describes your proposed approach for meeting the services required by HOUSING AUTHORITY, as described in Section 4, above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (including planning for absences and back-up coverage, training and monitoring, etc.), and equipment, sub-contractor(s) or other resources provided by you (if applicable). The proposed approach description should also:

- A. Describe how you will fulfill the needs of HOUSING AUTHORITY included in this RFP. Please provide a project plan providing specific tasks and an associated schedule.
- B. Identify how you will meet all other aspects of the scope of work and related requirements listed in Section 4, above, and list any items you cannot provide.
- C. Describe the measurements/metrics/deliverables and/or assessments you will provide to allow HOUSING AUTHORITY to assess the services you will provide.
- D. Provide information on any other pertinent services, if any, you can offer that will reduce costs or enhance your service.

5.1.5 Fee Proposal (3 pages maximum)

Provide a fee proposal, as follows:

- A. Using the tasks outlined in the proposer's project plan, as provided per Section 5.1.4, A., above, provide a detailed cost sheet. Provide a cost proposal to show hourly rates for available positions. Clearly indicate any rate changes through the life of the agreement, showing any proposed rate increases (in dollar amount and percent change), and when they would take effect.
- B. All anticipated reimbursable expenses as a separate line item, the charge rates of the people who will perform the work (please identify tasks to be performed by sub-contractor's), and a standard hourly rate schedule.

- C. Travel time: Generally, proposals that do not include travel time or expenses are preferred.
- D. Description of the key assumptions used to calculate the project fee.
- E. Description of the FIRM's method of, and experience in, controlling project costs.

5.1.6 Claims and Violations Against Your Organization (1 page maximum):

List any current violations or claims against you/your organization and those having occurred in the past five years, especially those resulting in claims or legal action against you.

5.1.7 Statement of Compliance with HOUSING AUTHORITY's Contractual Requirements: (1 page maximum)

A sample of HOUSING AUTHORITY's Professional Services Agreement is attached to this RFP as Exhibit A. Proposals must advise HOUSING AUTHORITY of any objections to any terms in HOUSING AUTHORITY's contract template and provide an explanation for the inability to comply with the required term(s). Submission of a proposal without objections constitutes the proposer's approval and agreement to execute an Agreement in the form of Exhibit A.

6 EXHIBITS AND ATTACHMENTS

Exhibit A: Housing Authority Standard Professional Services Agreement

Exhibit B: Intellectual Property Rights

Exhibit A: Standard Professional Services Agreement

7 CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____, 201__, by and between HOUSING AUTHORITY of the COUNTY of SANTA CRUZ (hereinafter referred to as "HOUSING AUTHORITY") and _____ (hereinafter referred to as "FIRM").

WHEREAS, HOUSING AUTHORITY desires to obtain professional services in connection with requirements related to these matters and has issued a Request for Proposals therefore, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the FIRM, desires to provide such services and has submitted a Statement of Qualifications and a Proposal titled _____, Dated _____, a copy of which is attached hereto and incorporated herein as Exhibit "B";

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The FIRM agrees to provide professional services to HOUSING AUTHORITY in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICE

The scope of the FIRM's service is set out as defined in the Request for Proposal titled Needs Assessment for Rehabilitation of Wastewater Facilities at Buena Vista Migrant Center, Exhibit "A" attached to hereto and incorporated herein.

3. SCHEDULE AND TIME OF COMPLETION

A. General:

The services contemplated in the Agreement are to be provided in response to direct HOUSING AUTHORITY needs. The term of this AGREEMENT shall continue until suspended or terminated pursuant to Section 16 hereof. The provision of specific services shall be on a reasonable, timely and responsive basis within the specific requirements set out in this section.

B. Specific Requirements:

1. During the course of the work, The Housing Authority or their designated representative shall be made aware of any difficulties in completing the work as soon as known, with a clear explanation of the reason(s). It is expected that notification of delay in any schedule milestone or the completion date will occur at least five (5) working days before the anticipated milestone or schedule date. Notifications of

difficulties or delays shall also indicate actions taken or recommended to mitigate the delay and new milestone date(s).

Other Tasks:

2. When other tasks such as providing engineering testing services, developing standards and assisting HOUSING AUTHORITY in preparing specific studies or reports are assigned, the scope will be detailed and a schedule developed with the FIRM for accomplishment. FIRM shall adhere to the schedule; written notice relative to difficulties or justifications for schedule delays shall be required as specified in Section 3.B.1.

C. Delays in Completion; Damages for Delay:

The FIRM shall provide a schedule which, when accepted by HOUSING AUTHORITY, will become the schedule for the work. In the event the FIRM fails to commence performance within the time set forth in the schedule, HOUSING AUTHORITY may cancel this agreement. Once performance commences, if FIRM fails to perform in general conformance with the schedule without good cause, HOUSING AUTHORITY may give 10 days' notice to perform and, if FIRM does not comply with the schedule, HOUSING AUTHORITY may withhold payments and/or cancel the Agreement, in addition to other remedies it may have.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared, or in the process of being prepared, for the services to be performed by FIRM shall be and are the property of HOUSING AUTHORITY, and HOUSING AUTHORITY shall be entitled to full access thereto, and copies thereof, during the progress of the work. Any such remaining in the hands of the FIRM or in the hands of any subcontractor upon completion or termination of the work shall be forthwith delivered to HOUSING AUTHORITY. If any materials are lost, damaged or destroyed before final delivery to HOUSING AUTHORITY, the FIRM shall replace them at its own expense and the FIRM hereby assumes all risks of loss, damage or destruction of or to such materials. The FIRM may retain a copy of all material produced under this agreement for its use not in conflict in terms of this agreement. Any and all copyrightable subject in all reports, designs, drawings, plans, specifications, schedules, work product and other materials is hereby assigned to HOUSING AUTHORITY by FIRM. FIRM agrees to execute any additional documents which may be necessary to evidence such assignment at no additional cost to HOUSING AUTHORITY.

5. USE OF SUBCONTRACTORS

FIRM shall not subcontract any portion of this contract or any services to be performed by it under this Agreement without the prior written approval of HOUSING AUTHORITY, except for services related to FIRM's engagement such as; surveying, drawings, reproduction, typing and printing. FIRM shall be solely responsible for reimbursing any subcontractors and HOUSING AUTHORITY shall have no obligation to them whatsoever.

6. CHANGES IN SCOPE

HOUSING AUTHORITY may, at any time, by written order, make changes within the scope of work and services described in this Agreement. Upon request by HOUSING AUTHORITY, FIRM shall promptly and within a reasonable time period prescribed by HOUSING AUTHORITY provide a detailed time and cost estimate for accomplishing any change. If such changes cause a change in the fee schedule or cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment, as mutually agreed, shall be made consistent with compensation as set forth in Section 9 or in the time of required performance as set forth in Section 3, or both. If agreement on cost or time cannot be reached in a reasonable time to avoid delay of the project or other unfavorable impacts on the project as determined by HOUSING AUTHORITY, in its sole discretion, HOUSING AUTHORITY shall have the right to determine, on the basis of information available to HOUSING AUTHORITY, what HOUSING AUTHORITY considers an equitable adjustment in cost and/or time to complete the changed work and direct the FIRM to proceed with such work by Addendum to the Agreement. Such addendum shall be designated an "Approved Addendum". An Approved Addendum which has been signed by FIRM is an "Executed Addendum". If the FIRM disagrees with any terms or conditions set forth in an Approved Addendum which FIRM has not executed, FIRM shall submit a written protest to HOUSING AUTHORITY within 15 calendar days after receipt of such Approved Addendum. The protest shall state the points of disagreement, Contract Document/Agreement references, work elements and costs involved and shall propose a modification of the items with which FIRM does not agree. If a written protest is not submitted within this 15 day period, payment will be made as set forth in the Approved Addendum and such payment will constitute full compensation for all work included therein or required thereby. Approved Addenda which are not protested within 15 calendar days shall be considered as Executed Addenda.

When the protest of an Approved Addendum is related to compensation, the FIRM shall keep full and complete records of such work and shall permit HOUSING AUTHORITY to have access to

all records relating to the protested Addendum to make determinations relative to the compensation payable. The FIRM shall cooperate with HOUSING AUTHORITY to reach agreement at the earliest practical date on the terms of compensation for the Addendum. When agreement has been reached, a revised Addendum may be approved by HOUSING AUTHORITY and issued to the FIRM for signature. Unless and until HOUSING AUTHORITY and FIRM agree upon other terms of compensation incorporated in a revised Executed Addendum, the compensation shall be as specified under the protested Approved Addendum.

Disagreement by the FIRM with HOUSING AUTHORITY's determination of the need for, or amount of, an adjustment in Agreement price or time associated with an Approved Addendum shall not, under any circumstances, relieve the FIRM from its obligation to continue work or to promptly begin and diligently prosecute the changed work as described in the Approved Addendum.

In the event that FIRM encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, FIRM shall so advise HOUSING AUTHORITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set for the proposed adjustment in compensation resulting therefrom. Such notice shall be given HOUSING AUTHORITY prior to the time that FIRM performs work or services related to the proposed adjustment in compensation. Any and all pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. RESPONSIBILITY; INDEMNIFICATION

FIRM shall indemnify, keep and save harmless State of California Department of Housing and Community Development, its officers, agents and employees, and HOUSING AUTHORITY, and its officers, agents and employees, against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by a negligent act or omission or wrongful misconduct of the FIRM or its employees, subcontractors or agents. FIRM further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against HOUSING AUTHORITY or any of the other individuals enumerated above in any such action, FIRM shall, at its expense, satisfy and discharge the same.

8. INSURANCE WORKERS' COMPENSATION:

If FIRM employs any person to perform work in connection with this Agreement, FIRM shall procure and maintain at all times during the performance of such work Worker's Compensation

Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Within seven (7) days of beginning work FIRM shall deliver to HOUSING AUTHORITY a Certificate of Insurance which shall stipulate that 30 days advance written notice of cancellation, shall be given to HOUSING AUTHORITY.

- A. Bodily Injury, Death and Property Damage Liability Insurance: FIRM shall also procure and maintain at all times during the performance of this Agreement General Liability Insurance (including automobile operation) covering FIRM and HOUSING AUTHORITY for liability arising out of the operations of FIRM and any subcontractors. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off HOUSING AUTHORITY 's or Respective Agencies premises, used by or on behalf of FIRM on the performance of work under this Agreement. The policy(ies) shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with FIRM's activities, HOUSING AUTHORITY , and it's officers, employees and agents. The Insurer(s) shall agree that its policy (ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering HOUSING AUTHORITY.

Inclusion of HOUSING AUTHORITY as additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against FIRM. Said policy shall protect FIRM and HOUSING AUTHORITY in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work hereunder, FIRM shall deliver to HOUSING AUTHORITY a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation or amendment of the policy, shall be given to HOUSING AUTHORITY.

- B. Professional Liability Insurance: FIRM shall also maintain Professional Liability Insurance covering FIRM's performance under this Agreement with a

limit of liability of Two Million Dollars (\$2,000,000) per claim and in annual aggregate. Prior to commencing work under this Agreement, FIRM shall furnish to HOUSING AUTHORITY a Certificate of Insurance, or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph. Such certificate or policy shall further stipulate that 30 days advance written notice of cancellation or amendment of the policy shall be given to HOUSING AUTHORITY.

9. COMPENSATION GENERAL:

A. The FIRM agrees to perform all of the services included in Section 2 and shall be authorized in writing by HOUSING AUTHORITY. FIRM shall not perform such services or incur costs until advance written authorization is given by HOUSING AUTHORITY. The total salary compensation and Subcontractor fees include full compensation for fringe benefits, profit and any other costs that may be incurred by FIRM herein under, including labor and all elements of business overhead such as phone service/calls, facsimile transmissions, travel, reproduction, insurance, cost of facilities and utilities and readiness to serve, and excluding only reimbursable approved by HOUSING AUTHORITY in advance to be billed at invoice cost plus 5% or as set out in an approved fee schedule. Salary rates and fees specified in Exhibit "C" shall remain in effect for no less than one year after execution of this Agreement.

B. Specific Task Cost

In the event a specific task is of a nature that the fee schedules contained in Exhibit "C" are not applicable, the cost of such task shall be negotiated and agreed to in writing, including the scope of the task, before beginning work. The FIRM shall provide estimates of labor, materials and equipment and the total cost based on the relevant fee schedules(s) and/or negotiated factors where applicable

10. MANNER OF PAYMENT

Once a month, or as each task is completed, the FIRM shall submit an invoice to HOUSING AUTHORITY detailing the services rendered and reflecting compensation due consistent with approved compensation parameters and/or negotiated cost agreements. Invoices shall include and be supported by cost reports and the appropriate documentation specified in Exhibit "A". HOUSING AUTHORITY shall pay after receipt, verification, and approval of a complete invoice, within 30 days.

11. FIRM's STATUS

Neither the FIRM nor any party contracting with the FIRM shall be deemed to be an agent or employee of HOUSING AUTHORITY. The FIRM is and shall be an independent contractor, and

the legal relationship of any person performing services for the FIRM shall be one solely between said parties.

The FIRM agrees that he/she shall not accept any work assignments from HOUSING AUTHORITY that could create a conflict of interest. Furthermore, the FIRM also agrees not to enter into any agreements for any work/services within Housing Authority contractual relationships with any party that could create a conflict of interest for work, past or present, performed by the FIRM for HOUSING AUTHORITY. In as much as HOUSING AUTHORITY cannot be aware of all work conducted by the FIRM within HOUSING AUTHORITY contractual relationships, it shall be the FIRM's responsibility to research potential conflicts of interests and notify HOUSING AUTHORITY accordingly that they cannot accept a work assignment, if a conflict exists.

12. ASSIGNMENT

FIRM shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of HOUSING AUTHORITY.

13. RECORDS

During the term of this Agreement, FIRM shall permit representatives of HOUSING AUTHORITY to have access to, examine and make copies, at HOUSING AUTHORITY 's expense, of its books, records and documents relating to this Agreement at all reasonable times.

14. HOUSING AUTHORITY WARRANTIES

HOUSING AUTHORITY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

15. HOUSING AUTHORITY REPRESENTATIVE

The Contract Officer for the Housing Authority, or such person or persons as he shall designate in writing from time to time, shall represent and act for HOUSING AUTHORITY.

16. SUSPENSION AND TERMINATION

HOUSING AUTHORITY shall have the right to suspend or to terminate this Agreement at any time by giving written notice to the FIRM. In the event of suspension or termination for any reason other than the fault of the FIRM, the FIRM shall be compensated in accordance with the provisions of Section 9 for the services performed and expenses incurred to the date of such suspension or termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by FIRM to effect such suspension or termination. If, in the event of suspension, the project is resumed after being suspended for more than three months, the FIRM's compensation may be subject to renegotiation. If the project is resumed within the period of three months following notification of suspension, there shall be no change in the FIRM's compensation. For termination for default HOUSING AUTHORITY shall remit final payment to FIRM in an amount to cover

only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination, reserving to HOUSING AUTHORITY all available remedies for such default.

17. NOTICES

All communications relating to the day to day activities of the project shall be exchanged between HOUSING AUTHORITY's Project Manager and the FIRM's

_____.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

The address to which mailings may be made:

HOUSING AUTHORITY

Housing Authority of the County of Santa Cruz

2931 Mission Street

Santa Cruz Ca 95060

Attn: Peter Rogers

FIRM

FIRM Address: _____

Attn: _____

The contact representative may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

18. ATTORNEY'S FEES

If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

19. APPLICABLE LAW

This Agreement, its interpretation and all work performed thereunder, shall be governed by the laws of the State of California.

20. BINDING ON SUCCESSORS

Subject to the provisions of paragraph 12, all of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

21. CONFLICT OF INTEREST

Depending on the nature of the work performed, a FIRM for HOUSING AUTHORITY is subject to the same conflict of interest prohibitions that govern city employees and officials (Cal. Gov't Code Section 1090 et. seq). During the proposal process or the term of this Agreement, the FIRM may be required to disclose financial interests.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

HOUSING AUTHORITY

(FIRM)

By:

By:

Housing Authority Contract Officer

Title

Approved as to form:

By:

Attorney

Title

Attachments:

Exhibit B: Intellectual Property Rights

1. Housing Authority (“HOUSING AUTHORITY”) shall and does own all titles, rights and interests in all Work Products created by FIRM and its subcontractor’s (collectively “Vendors”) for HOUSING AUTHORITY under this Agreement. FIRM may not sell, transfer, or permit the use of any Work Products without the express written consent of HOUSING AUTHORITY.
2. “Work Products” are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. FIRM shall not dispute or contest, directly or indirectly, HOUSING AUTHORITY’s exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. FIRM hereby assigns, and if later required by HOUSING AUTHORITY, shall assign to HOUSING AUTHORITY all titles, rights and interests in all Work Products. FIRM shall cooperate and cause subcontractor’s to cooperate in perfecting HOUSING AUTHORITY’s titles, rights or interests in any Work Product, including prompt execution of documents as presented by HOUSING AUTHORITY.
4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that HOUSING AUTHORITY commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of HOUSING AUTHORITY and the copyright of which is vested in HOUSING AUTHORITY.
5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be “work-made-for-hire” or not owned by HOUSING AUTHORITY, FIRM hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors’, to assign to HOUSING AUTHORITY all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time HOUSING AUTHORITY requests cooperation of FIRM to perfect HOUSING AUTHORITY’s titles, rights or interests in any Work Product, FIRM agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of HOUSING AUTHORITY in the Work Products with no additional charges to HOUSING AUTHORITY beyond that identified in this Agreement or subsequent change orders. HOUSING AUTHORITY, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.
6. FIRM agrees that before commencement of any subcontract work it will incorporate this Exhibit to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that HOUSING AUTHORITY’s titles, rights, and interests in Work Products are preserved and protected as intended herein.

Name of Authorized Company Representative

Signature of Authorized Company Representative

Date

