



Landscape Maintenance Service 2014
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Invitation to Bid
Landscape Maintenance Service

The Housing Authority of the County of Santa Cruz invites sealed bids from C-27 licensed contractors for weekly landscape service at nineteen (19) apartment sites and two (2) commercial office sites in Santa Cruz County. Bids must be submitted to and inquiries may be directed to:

Housing Authority of the County of Santa Cruz
2931 Mission Street
Santa Cruz CA 95060
831-454-5928 Office

Project specifications, requirements and provisions are included in Bid Package which can be obtained at the Housing Authority office between 8:00AM and 5:00PM Monday through Thursday. This project is subject to HUD prevailing wage rates.

The contract will be awarded on the basis on qualifications of contractor and fee schedules for bid items. The Housing Authority reserves the right to negotiate two separate contracts for this project - one for the North County service locations and one for the South County service locations. Unless otherwise required by law, no bidder may withdraw their bid for a period of sixty (60) days after the bid deadline.

Proposals for this work will be received at the office of the Housing Authority until 2:00 PM , on **Tuesday June 17, 2014**. No late proposals will be accepted. No proposals will be accepted that are incomplete, written in pencil, altered, illegible or contains unrequested alternates. Bidders must complete all bid line items.

The Housing Authority reserves the right to reject any and all bids and waive any irregularity or minor defects in any proposal received.

Publication dates 5/17, 5/24, 5/31

DOCUMENT 00100
INSTRUCTIONS TO BIDDERS
Landscape Maintenance Service 2014

1. Housing Authority will receive sealed bids from Bidders until 2:00 PM, on **Tuesday June 17, 2014**. Bids received after this time will not be accepted.
2. Bidders must submit names of all subcontractors and their respective bid item sub-bids on Document 00430 Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Any violation of this provision may result in Bid being deemed non-responsive and not being considered.
3. Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The Housing Authority reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.
4. Bids shall be clearly written without erasure or deletions. Housing Authority reserves the right to reject any Bid containing erasures or deletions. Bidders may not modify Bid Form or qualify their Bids.
5. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
6. All questions about the meaning or intent of the Contract Documents are to be directed to the Project Manager. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Project Manager as having received the Bidding Documents. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the Project Manager. Addenda shall be acknowledged in Bid Form by number and shall be part of Contract Documents. A complete listing of Addenda may be secured from the Project Manager.

7. Substitutions: Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda.. Submittals of substitutions shall contain sufficient information to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution.
8. Bidders shall submit bids (including all bid package documents) in sealed envelopes or boxes. Envelopes or boxes shall be labeled **“Landscape Maintenance Service”** and hand delivered to the Reception Desk in the lobby of the Housing Authority offices at 2931 Mission St., Santa Cruz, California 95060. No faxed bids will be accepted.
 - A. Envelopes must be submitted by date and time shown in paragraph 1. Project manuals must contain the following, fully executed documents:
 - 1) Document 00300 Bid Form - filled in and signed by Bidder.
 - 2) Document 00430 Subcontractors List - If Bidder intends to employ subcontractors, it is necessary to furnish information required on this form, in accordance with instructions contained herein.
 - 3) Document 00481 Noncollusion Affidavit - To be subscribed and sworn before a notary public.
 - 4) Document 00420 Contractor Information Form
9. Submit the following documents to the Project Manager by 5 pm of the 10th calendar day following Notice of Award.
 - A. Insurance Certificates and Endorsements required by HUD-5370 and Document 00810 Modifications to General Conditions.
 - B. Document 00510 Agreement - To be executed by successful Bidder
10. Any bid protest must be submitted in writing to Executive Director - Housing Authority of the County of Santa Cruz, 2931 Mission St., Santa Cruz, California 95060 before 5 pm of the FIFTH business day following bid opening.
 - A. The initial protest document must contain a complete statement of the basis for the protest.
 - B. The protest must refer to the specific portion of the document which forms the basis for the protest.
 - C. The protest must include the name, address and telephone number of the person representing the protesting party.
 - D. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - E. The Housing Authority will issue a decision on the protest. If the Housing Authority determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be

ineligible for future contract award.

- F. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
11. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
 12. In evaluating Bids, the Housing Authority will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The Housing Authority may conduct such investigations as the Housing Authority deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to the Housing Authority's satisfaction within the prescribed time.
 13. Apparent low Bid will be based solely on total amount of the base bid. All Bidders are required to submit Bids on all bid items and additive and deductive alternates. Additive and deductive alternates will be awarded at sole discretion of Housing Authority.
 14. If the contract is to be awarded, the bid selected will be the most advantageous regarding price, quality of service, Bidder qualifications and capabilities to perform specified work, and other factors that the Housing Authority may consider. The Housing Authority reserves the right to accept or further negotiate costs, terms or conditions with contractor whose bid is deemed to be in the best interest of the Housing Authority even if it is not the lowest bid.
 15. The Housing Authority reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the Housing Authority believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Housing Authority. The Housing Authority also reserves the right to waive informalities not involving price, time or changes in the Work.

END OF DOCUMENT

Housing Authority of the County of Santa Cruz

Landscape Maintenance Service 2014 General Specifications

Project overview

The Housing Authority seeks to contract with qualified landscape contractor(s) to provide weekly landscaping services at nineteen (19) apartment sites and two (2) commercial office buildings located in Santa Cruz county - see appendix for listing of property addresses.

The weekly services required include weeding, trimming, pruning, mowing, edging and application of fertilizers, herbicides and pesticides necessary to maintain a lush and healthy landscape at select residential apartment sites and commercial facilities.

The Housing Authority may elect at its discretion, to award this work under two separate contracts - based on a division of the North County locations and the South County locations.

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1. Bidder Requirements
 - A. Bidder(s) will possess a State of California C27 “Landscaping Contractors” license, and be able to comply with all provisions of this project.
 - B. Successful Contractor(s) will have fully trained staff with competent employees that have the expertise necessary to administer a maintenance program that assures a good overall appearance while using best horticultural practices and least toxic methods to facilitate a healthy landscape.
 - C. The sites to be maintained will be examined by Bidder(s) prior to submitting bid. Successful Contractor(s) will be accepting sites in their present physical condition.
 - D. Successful Contractor(s) will be aware of and comply with all City, County, State and Federal ordinances governing landscape maintenance work related to this project.

2. Existing Conditions
 - A. If sites are not in a state of satisfactory condition at the time of bid award, successful Contractor will have 120 days to bring all landscape deficiencies for each project site into compliance with these specifications.

3. Contractor Staff and Equipment
 - A. Contractor will provide sufficient personnel to perform all specified work.
 - B. Contractor will provide an identification system for employees which clearly indicate to the public the name of the Contractor responsible for landscape maintenance.
 - C. Contractor vehicles will be in good condition, and will have the company name and telephone number clearly visible to the public at all times.

4. Inspection & Supervision
 - A. Contractor will provide a competent and qualified supervisor during all times that work is being performed.
 - B. All sites shall be inspected by owner of Contract firm not less than once each month.

5. Hours and Days of Maintenance Service
 - A. Contractor will provide a “Routine Service Schedule” to Owner showing the planned hours and days of weekly service for each site location. Changes to service schedule must be in writing and approved by Owner.
 - B. Contractor will perform required maintenance service from Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

6. Safety
 - A. Contractor acknowledges and agrees that public safety is of the utmost importance, and will constantly protect and preserve the safety of employees, tenants and the public during progress of work.
 - B. Contractor will be responsible for all safety equipment and to educate their employees in the rules of safety.
 - C. Contractor shall be aware of and comply with all City, County, State and Federal

ordinances governing safety issues related to landscape maintenance work.

7. Irrigation Systems and Water Management

- A. Contractor will provide list of all irrigation deficiencies to Owner with a cost estimate for repair/replacement at award of contract, at spring start-up, and on an ongoing basis during the growing season.
- B. Contractor will shut-down irrigation systems during dormant season, and reset irrigation systems each spring just prior to the start of the growing season. Contractor will set all valve run times to take into account precipitation rates, soil conditions, and considerations of slopes; water run-off onto walkways, parking areas, gutters and similar will be kept to a minimum. Contractor will adjust watering schedules after soil moisture checks have been made of representative plants from the root zone; surface dryness will not be the criterion for determining water need. When plants are irrigated, enough water will be applied to penetrate below the root zone. Irrigation time clocks will be programmed for multiple short frequencies, if needed, to prevent surface run-off and to encourage deep rooting of plants
- C. Contractor will consistently maintain all components of irrigation systems in proper working order on an ongoing basis during periods when landscaped areas require irrigation, including cleaning and adjusting sprinklers, valves and similar, and re-programing electric controllers as needed. Contractor will replace irrigation time clock batteries at the start of each growing season. Contractor will adjust and maintain irrigation system to insure complete coverage, and to insure over-spray does not drift onto buildings, parked cars, and similar.
- D. Irrigation systems will be operated during early morning non-daylight hours only.

8. Weed Control

- A. Contractor will keep projects weed free at all times through hand-pulling weeds, or through use of Owner approved applications of herbicides and/or pre-emergents.

9. Turf Service

- A. Contractor will maintain turf to have the appearance of being healthy, with reduce weed infiltration during the term of contract. Turf will be mowed weekly during growing season with a mulching mower in such a manner as to insure a smooth surface appearance throughout the year. Contractor will not mow turf when damage is likely to occur as a result of wet turf.
- B. Turf shall be maintained at heights no less then 2 inches or greater then 3.5 inches.
- C. All turf lines will be edged in a neat and uniform manner each time turf is mowed.
- D. Where trees occur in turf areas, all grass growth will be limited to at least eighteen inches (18") from trunks.
- E. Contractor will perform turf aerification for each project site as needed to insure healthy turf.

10. Ground Cover Service

- A. Where shrubs and/or trees occur in ground cover areas, all ground cover growth will be limited to at least eighteen inches (18") from trunks.
- B. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere with site lighting and signage.

11. Shrub Service

- A. Shrubs will be typically be kept trimmed at no more than three (3) feet in height, and will not be allowed to grow higher than bottom of windowsills. Shrubs adjacent to fencing will not be allowed to grow higher than top of fencing. Shrubs growing at driveway entrances will not be allowed to grow so that they impair the "line of site" of pedestrian and vehicle traffic.
- B. Shrubs will not be allowed to grow together unless designed to do so as a hedge.
- C. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere with site lighting and signage.

12. Tree Service

- A. Tree pruning and tree care work under this contract includes tree limbs under fourteen (14) feet in height. Tree pruning will be performed with the intent of developing structurally sound trees, with symmetrical appearance typical for the species.
- B. Except for ornamental and fruit trees, Contractor will maintain trees to achieve an eight (8) foot minimum clearance for all branches over walkways and within landscaped areas, and fourteen (14) feet clearance for branches overhanging curb line of parking lots and roadways. Contractor will report to Owner all recommended tree pruning, including damage and/or hanging limbs that are above fourteen (14) feet.
- C. All pruning will be done using the International Society of Arboriculture Best Management Practices for pruning, American National Standards Institute A-300 pruning standards, or Owner approved equal. Excessive pruning and/or topping will not be permitted. Contractor will provide and install replacement trees if trees are "topped" or if Owner approved pruning standards are not met.
- D. Stakes and guys will be used only as long as necessary. Contractor will remove tree stakes when they are no longer required to support tree. Tree ties and other bands will be checked frequently and loosened to prevent girdling. If a tree cannot stand on it's own after reaching 4-inch size, then Contractor provide a recommendation to Owner.
- E. The Housing Authority will contract with a professional tree service firm for tree care needed that exceed the scope of these specifications.
- F. Vegetation will be kept off fire protection equipment, signs, fencing, walls, roofs, walkways and driveways. Vegetation will be pruned back for safety to avoid conflicts with vehicle traffic, pedestrian traffic and will not be allowed to interfere

with site lighting and signage.

13. Fertilizing and Use of Chemicals

- A. Contractor will provide an annual fertilization schedule to Owner. Contractor will notify Owner five (5) working days in advance of fertilized applications. Contractor will use three (3) applications of slow release fertilizers during the growing season (March - September), and use one (1) application of a cool season fertilizer (October - February).
- B. Contractor will notify Owner in writing when chemical spraying is necessary (insecticides, fungicides, herbicides and similar). Owner may issue a work order for chemical treatment for an extra fee.
- C. All chemical applications will be done with extreme care to avoid any hazard to person or pet, or damage to property, and will be applied by trained and licensed operators Contractor will submit report to Owner at end of each month a listing of all chemicals used.
- D. Contractor will be aware of and comply with all City, County, State and Federal ordinances governing the use of chemicals related to landscape maintenance work.

14. Leaf Blower Requirements

- A. Contractor will sweep or blow all sidewalks, walkways, parking area and similar. All on-site landscape debris must be removed, and will not be blown onto streets, into catch basins or onto neighboring properties. Contractor will use care to avoid blowing dust and debris onto parked vehicles, into buildings, and similar.
- B. Blowers are not permissible in areas where they may contribute to soil erosion.

15. Litter Control and Removal of Debris

- A. All landscaped areas, parking areas, walkways, playgrounds, dumpster enclosures and similar will be kept free of trash and debris during the normal course of scheduled landscape service. Trash and debris from project may be discarded in the on-site dumpster. No landscape debris may be discarded on-site.
- B. Contractor will notify Owner if furniture, mattresses (and similar oversized items), automobile batteries, motor oil (and similar hazardous materials) have been discarded at dumpster enclosures. Owner will arrange for disposal of non-household trash left at dumpster enclosures.

16. Preventive Maintenance

- A. Contractor will perform preventive maintenance inspections on an ongoing basis to avoid major pest, disease, and water related or root damage problems. Contractor will notify Owner of the need to address major disease, insect and/or rodent infestations, and similar.

17. Storage Facilities

- A. Owner will not provide any storage facilities for contractor's use at any project site.
- B. Contractor may not store any materials and/or equipment on project sites without Owner approval.

18. Damage Caused by Contractor
- A. All damage caused by contractor will be repaired or replaced at the Contractor's expense to the Owner's satisfaction. Vegetation that has died due to Contractor's negligence will be replaced at Contractor expense.
19. Unscheduled & Extra Work
- A. Owner may authorize Contractor to perform "extra" work (repairs and replacements) when the need arises for an additional fee. Extra work must be pre-approved by Owner. Work orders will be issued for such items and separate invoices shall be submitted. If repairs are made without Owner authorization, the bill may not be paid.
 - B. Contractor may not change the regular service schedule to do unscheduled/extra work. In order for work to be considered "extra", Contractor must maintain sites in a manner that meets or exceeds these specifications.
20. Failure to Perform
- A. If a scheduled service day falls on a holiday, Contractor must provide service within two (2) days before or after the holiday.
21. Emergency and Complaint Response
- A. Contractor will be required to have a twenty-four (24) hour emergency phone number, with a call back time frame of no more than fifteen (15) minutes. Once notified, contractor will respond to an emergency within thirty (30) minutes.
 - B. Contractor will have a cell phone to communicate with owner during business hours - regular business hours (8:00 AM - 5:00 PM, Monday - Friday). Contractor will have an active e-mail address for routine communication with Owner.
 - C. Owner will pass on complaints received by tenants or neighbors regarding work performed by the Contractor. All complaints by Owner with regard to inadequate services shall be investigated by the Contractor within 48 hours.
22. Billing and Payment Dates
- A. Contractor will provide invoices for regular weekly services at the end of the month in which the work was done.
 - B. Invoices for "extra work" will be invoiced upon completion and acceptance by Owner.
23. HUD General Conditions
- A. The Department of Housing and Urban Development General Conditions (HUD-5370-C, Sections I and Section II) are attached to this contract and incorporated herein by reference. Owner reserves the right to amend these General Conditions from time to time as may be required by HUD.
 - B. If any portions of this contract that are found to be in conflict with the HUD General Conditions, the HUD General Conditions shall take precedence unless mutually agreed upon in writing by Contractor and Owner.

24. Prevailing Wage Requirements

- A. Contractor will pay all employees working at locations included in this project the HUD Maintenance Wage Rates - see appendix. Owner reserves the right to verify that Contractor is complying with wage rate requirements through labor interviews of Contractor staff and/or requests for payroll documents verifying that the correct wage rates were paid.
- B. Owner will provide the Contractor with revised wage rates from time to time as mandated by HUD (typically on an annual basis). Contractor may submit a written request for contract price revision based on the revised maintenance wage rates. The request must include calculations showing the exact increase in cost attributable to the maintenance wage rate change. Any increase in contract price shall go into effect as of the date that the contract revision is signed by both parties. No retroactive price increases will be permitted.

25. Term of Contract and Termination

- A. This contract will run for one year then will renew annually by mutual agreement of both parties. The contract may be terminated by either party with a written 30-day notice.

26. Site Specific Work

N/A

DOCUMENT 00300

BID FORM

Landscape Service Contract 2014

To be submitted no later than 2:00 PM, Tuesday June 17, 2014

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Housing Authority in the form included in the Contract Documents, Document 00510 Agreement, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents. This Bid will remain subject to acceptance for NINETY (90) calendar days after the day of Bid Opening. Bidder will sign and submit the Agreement, with other documents as required, within ten (10) calendar days after receipt of Housing Authority's Notice of Award.
3. In submitting this Bid, Bidder represents:
 - A. Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged). (List Addenda Here)

Date

Number

- B. Bidder has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
 - C. Bidder has conducted or obtained and has understood all such examinations and investigations which pertain to physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;
 - D. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;
 - E. Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work in strict accordance with the Contract Documents for the following sums of money.

SCHEDULE OF BID PRICES

All bid items must be filled in completely, including the bidders estimated hours of service for each project location.

North County Itemized Bids

- | | |
|---|---|
| <p>a. 1223 Broadway Avenue #1-5
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>b. 301 La Fonda Avenue #1-12,
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>c. 81A-87D Grandview Street
Santa Cruz, CA 95060
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>d. 951 30th Avenue #1-19
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>e. 1900A-1920C Courtyard Dr.,
Capitola, CA 95010
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>f. 2635 Portola Drive #1-24
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> | <p>g. 2350 17th Avenue #1-14
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>h. 925-935 Brommer Street
Santa Cruz, CA 95062
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>i. 3201 Merrill Road #1-15
Aptos, CA 95003
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>j. 2160 41st Ave.
Capitola CA 95010
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> <p>k. 2931 Mission St.
Santa Cruz CA 95060
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____</p> |
|---|---|

North County Locations - Bid Price TOTAL: _____

South County Itemized Bids

- | | |
|--|--|
| l. 160 Blackburn Avenue #A-N
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | q. 308 Clifford Avenue #A-P
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| m. 100-146 Seneca Court
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | r. 50 Arista Court #A-P
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| n. 225A-239B Crestview Drive,
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | s. 55 Arista Lane #A-O
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| o. 179A-195B Montebello Drive
320A-326B Clifford Avenue
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | t. 127-193 East Front Street
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |
| p. 310A-314H Clifford Avenue
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ | u. 100A-114D Tierra Alta Drive
Watsonville, CA 95076
Bid Price \$ _____
Estimated weekly hours servicing this project site: _____ |

South County Locations - Bid Price TOTAL: _____

Extra Service Bid Pricing

Service work during business hours, hourly rate \$ _____
After-hour service work, hourly rate \$ _____
Irrigation service work, hourly rate \$ _____

5. The undersigned understands that Housing Authority reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of SIXTY (60) calendar days from the date prescribed for its opening.

6. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within SIXTY (60) calendar days after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the required Contract Documents to Housing Authority in accordance with this Bid as accepted, within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.
7. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
8. The names of all persons interested in the foregoing Bid as principals are:
NOTE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Signature of Bidder

Date of Bid: _____

NAME OF BIDDER: _____
licensed in accordance with an act for the registration of Contractors, and with license number:

Contractors License # _____

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Telephone Number: _____ FAX Number _____

END OF DOCUMENT

HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ DOCUMENT 00420, CONTRACTOR INFORMATION FORM

Landscape Maintenance Service 2014

In order to undertake work for the Housing Authority of the County of Santa Cruz, you must provide this form, completed in its entirety. You may not leave any blanks.

CONTRACTOR INFORMATION:	
Full name / Corporate Name of Company:	Date:
Is this a Section 3 business concern (see definition on attached page)?	YES NO
California Contractor's License #:	License Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non Profit 501c3 <input type="checkbox"/> Corp.
Federal ID#:	
Contact Person:	
Street Address:	Phone #:
Mailing Address:	Fax #:

INSURANCE / OTHER FINANCIAL COVERAGE:	
Worker's Compensation	
Carrier:	Phone #:
Address:	
Policy Number:	

General Liability Carrier	
(provide copy of Insurance Certificate listing the Housing Authority as an additionally insured entity)	
Carrier:	Phone #:
Address:	
Policy Number:	Policy Limits: \$

Guarantors of financial responsibility bonding and reliability of bidder (if applicable)	
Name of Surety Company:	Phone#:
Address:	
Name of Bank:	Phone #:
Address:	

EXPERIENCE:
<p>The following statements and information regarding the Bidder are submitted with the bid, as a part thereof, and the truthfulness and accuracy of the information are guaranteed by the Bidder. Bidder is required to possess California Contractor's license classification listed in Invitation to Bid to be awarded this contract.</p>
<p>Your organization has been in business as a contractor under its present name for ____ years, from ____.</p>
<p>Your organization has had experience in work comparable to that under the proposed contract, as a general contract for ____ years, or as a subcontractor for ____ years.</p>

Work similar in character to that required in the proposed contract, which bidder's organization has completed:

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

Year	Class and location of work and for whom performed	Contract Amount
Contact name:		Title:
Address:		Phone:

The following information is required by the Department of Housing and Urban Development

CLASSIFICATION OF BUSINESS:

This business is a small business yes no
 a small business concern is a business that is independently owned and operated, is not dominate in the field in which it is bidding, and qualifies as a small business under the criteria and size standards in 13 CFR 121

This business is a woman-owned business yes no
 a women-owned business enterprise means a business that is at least 51% owned by a woman or women who are U.S. citizens, who also control and operate the business

This is a minority owned business enterprise yes no
 a minority business enterprise means a business that is at least 51% owned or controlled by one or more minority group members, or in the case of a publicly owned business, at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more individuals. For this definition, minority group members are:
 (check the block applicable to you, the Owner or President)
 Black American(s) Hispanic American(s) Native American(s)
 Asian Pacific American(s) Asian Indian American(s) Hasidic Jewish American(s)

DEMOGRAPHICS:

The Owner/President is: male female **Owner is sole employee:** yes no

Owner/President is (check any that apply):

<input type="checkbox"/> a public housing resident	<input type="checkbox"/> low income (below 80% of county median income)
<input type="checkbox"/> a resident of Santa Cruz County	12/18/13 income limits, area median \$74,500
This business employs approximately _____ people	<u># of persons in family</u> <u>80% of Median</u>
	1 \$52,150
	2 \$59,600
	3 \$67,050
	4 \$74,500
	5 \$80,500
6 \$88,450	

This information provides the definition of a Section 3 business concern. If you are able to answer 'yes' to any one of these questions, your business may qualify as a Section 3 concern. If you contract with this Housing Authority you will be required to submit documentation supporting this status.

1)

51% of this business is owned by persons who are (check any that apply):

a public housing resident a resident of Santa Cruz County

low income (below 80% of county median income)

12/18/13 income limits, area median \$74,500	
# of persons in family	80% of Median
1	\$52,150
2	\$59,600
3	\$67,050
4	\$74,500
5	\$80,500
6	\$86,450

2)

This business consists of permanent full time employees, 30% of whose income is at or below 80 % of median (see above) yes no

OR

within 3 years of the date of their first employment with your business 30% of your permanent full time employees met that income eligibility (at or below 80% of median) yes no

3)

Does this business subcontract work? yes no

If yes, of all the subcontracts your business awards, can you provide evidence of a commitment to assign more than 25% of the dollar amount of all subcontracts to business concerns that meet the definitions in the section of this document labeled Demographics: yes no

I certify under penalty of perjury that the foregoing information is current and accurate and I authorize the Housing Authority of the County of Santa Cruz to obtain a credit report and /or verify any of the above information.

SIGNATURE _____

DATE _____

Section 3

What is it?

Under the Department of Housing And Urban Development (HUD) Act of 1968, known as Section 3, all recipients of certain HUD financial assistance, to the greatest extent feasible, are required to provide job training, employment and contracting opportunities for low or very-low income residents in connection with projects and activities in their neighborhoods.

What does it mean to you?

All recipients of certain HUD financial assistance must, to the greatest extent feasible, provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Contractors are encouraged to have 'Section 3 residents' make up at least 30% of their permanent, full time staff.

In addition, the Housing Authority is encouraged to award contracts to 'Section 8 businesses concerns'.

What is a 'Section 3 resident'?

- Public housing residents and / or
- For the purposes of the Housing Authority of the County of Santa Cruz, persons who live in Santa Cruz County and who have household income that falls below HUD's income limits (see below)

What is a 'Section 3 business concern'?

- A business that is 51% or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30% of its full-time permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

What are the HUD income limits in use for Section 3?

Number of people in the household	Annual Household Income
1	\$52,150
2	\$59,600
3	\$67,050
4	\$74,500
5	\$80,500
6	\$86,450

If you are awarded this contract, and if you will be requesting a Section 3 preference, you will be required to report information to the Housing Authority regarding the Section 3 status of your business. Further information and forms will be included with the formal contract package.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Document 00481
NONCOLLUSION AFFIDAVIT
Public Contracts Code §7106
Landscape Maintenance Service 2014

NON COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
STATE OF CALIFORNIA, COUNTY OF SANTA CRUZ

_____(NAME OF
PRINCIPAL BIDDER), being first duly sworn, depose and says that I am
(OFFICE OF AFFIANT) of
(NAME OF BIDDER), the party making the foregoing bid, that the bid is not made in the interest of, or
on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that
the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited
any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,
connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding, and has not in any manner, directly or indirectly, sought by agreement, communication or
conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or
cost element of the bid price, or of that of any other bidder, or to secure any advantage against the
Housing Authority of the County of Santa Cruz, or anyone interested in the proposed contract; that all
statements in the bid are true; and further, that Bidder has not, directly or indirectly, submitted his or her
bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative
thereto, or paid, and will not pay, any fee to any corporation, partnership, company association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and
that Bidder has made a complete disclosure to the Housing Authority of the County of Santa Cruz of all
facts bearing upon any possible interest, direct or indirect, which Bidder believes any representative of the
Housing Authority of the County of Santa Cruz or other officer or employee of Housing Authority of the
County of Santa Cruz presently has or will have in this Contract or in the performance thereof or in any
portion of the profits thereof.

Contractor Signature: _____

State of California
County of Santa Cruz

On _____ before me,
, Notary Public, personally appeared

- personally know to me OR - provided to me on the basis of satisfactory evidence to be
the person(s) whose name(s) is/are subscribed to within
instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity (ies),
and that by his/her/their signature(s) on the instrument of
person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Signature: _____

DOCUMENT 00430
SUBCONTRACTORS LIST
Landscape Service Contract 2014

Bidder submits the following information as to subcontractors Bidder intends to employ if awarded the contract.

Name and Address of Subcontractor & Location of Mill or Shop	Description of Work: Reference to Contract Items	Prices Under Subcontract	Subcontractor's License No.	
			State of California Contractors License	Appropriate Business License

(Bidder to attach additional sheets if necessary)
 END OF DOCUMENT

DOCUMENT 00510
AGREEMENT
Landscape Maintenance Service 2014

THIS AGREEMENT, made this _____ day of _____, 2014
by and between: _____

whose mailing address is: _____

hereinafter called "Contractor", and the Housing Authority of the County of Santa Cruz, State of California, hereinafter called "Housing Authority", acting under and by virtue of the authority vested in the Housing Authority by the laws of the State of California and by ordinances enacted pursuant to the Charter, awarded to Contractor the following contract:

Landscape Maintenance Service 2014

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Housing Authority agree as follows:

Article I. Work

1. Contractor shall complete all Work specified in the Contract Documents in accordance with the terms and conditions of the Contract Documents.

Article II. Owner/Engineer

1. The Housing Authority has designated **Peter Rogers** to act as its Project Manager, and who will act as the Project Manager, and assume all duties and responsibilities and have the rights and authorities assigned to Project Manager in the Contract Documents in connection with completion of Work in accordance with Contract Documents.

Article III. Contract Time

1. Contract time will be continuous until terminated by either party with a 30 day written notice.
2. Liquidated Damages - not applicable

Article IV. Contract Sum

1. The Housing Authority shall pay Contractor the Contract Sum for completion of Work in accordance with Document 00300 Bid Form quote dated _____, in the amount of \$ _____, written as:

For North County Locations.

in the amount of \$ _____, written as:

For South County Locations.

Article V. Contractor's Representations

In order to induce Housing Authority to enter into this Agreement, Contractor makes the following representations:

1. Contractor has visited the sites and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

Article VI. Contract Documents

1. Contract Documents consist of the following documents, including all changes, addenda and modifications thereto:

Document 00300	Bid Form
Document 00420	Contractors Information Form
Document 00430	Subcontractors List
Document 00481	Noncollusion Affidavit
Document 00510	Agreement
Document HUD-5370-C	General Conditions
Landscape Maintenance Service 2014	General Specifications

There are no Contract Documents other than those listed above in this Article VI. The Contract Documents may only be amended, modified or supplemented as provided in Document **HUD-5370-C** General Conditions.

Article VII. Miscellaneous

1. Terms used in this Agreement are defined in Document **HUD-5370-C** General Conditions and will have the meaning indicated therein.
2. It is understood and agreed that in no instance is any party, signing this Agreement for or on behalf of the Housing Authority or acting as an employee or representative of the Housing Authority, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Housing Authority is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
3. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. ' 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Housing

Authority tenders final payment to the Contractor, without further acknowledgment by the parties.

- 4. The following HUD Prevailing Wage Determinations apply to project:
HUD-52158 Maintenance Wage Rate Determination dated 8/16/2013
- 5. This agreement shall be deemed to have been entered into in the County of Santa Cruz, and governed in all respects by California law.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in quadruplicate the day and year first above written.

HOUSING AUTHORITY OF THE
COUNTY OF SANTA CRUZ

By: _____
Ken Cole
Executive Director,
Housing Authority

Date _____

CONTRACTOR:

By _____

Title _____

Date _____

(Corporate seal when required)

END OF DOCUMENT

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

~~Section I - Clauses for All Non-Construction Contracts greater than \$100,000~~

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

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

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

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

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

~~Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000~~

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) 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 which is attached hereto and made a part hereof. 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 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records 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.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform 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 (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/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;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

- ① A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the

reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.
 - (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), 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 the 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 paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) 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 U.S. 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 paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II 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 the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Maintenance Wage Rate Decision

**U.S. Department of Housing and
Urban Development
Office of Labor Relations**

HUD FORM 52158

(06/2006)

Agency Name:
Housing Authority of the County of Santa Cruz

LR 2000 Agency ID No:
CA029A

Effective Date:
July 1, 2013

Wage Decision Type:
 Routine Maintenance
 Nonroutine Maintenance

Expiration Date:
June 30, 2014

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Maria Green

8/16/2013

HUD Labor Relations
(Name, Title, Signature)

Date

WORK CLASSIFICATION(S)

HOURLY WAGE RATES

BASIC WAGE

FRINGE BENEFIT(S) (if any)

Grounds Worker I
 Grounds Worker II
 Maintenance Custodian
 Maintenance Worker I
 Maintenance Worker II
 Maintenance Plumber
 Maintenance Electrician
 Maintenance Aide

14.05
 15.13
 14.75
 19.86
 22.43
 19.29
 19.29
 13.71

6.11
 6.34
 6.26
 7.32
 7.85
 7.20
 7.20
 6.04

RECEIVED

AUG 21 2013

HOUSING AUTHORITY
 COUNTY OF SANTA CRUZ

The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.

(HUD Labor Relations: If applicable, check box and initial below.)

LR Staff Initial

Landscape Maintenance Service 2014
Appendix I - Property Locations

North County Locations

1. 1223 Broadway Avenue #1-5
Santa Cruz, CA 95062
2. 301 La Fonda Avenue #1-12,
Santa Cruz, CA 95062
3. 81A-87D Grandview Street
Santa Cruz, CA 95060
4. 951 30th Avenue #1-19
Santa Cruz, CA 95062
5. 1900A-1920C Courtyard Dr.,
Capitola, CA 95010
6. 2635 Portola Drive #1-24
Santa Cruz, CA 95062
7. 2350 17th Avenue #1-14
Santa Cruz, CA 95062
8. 925-935 Brommer Street
Santa Cruz, CA 95062
9. 3201 Merrill Road #1-15
Aptos, CA 95003
10. 2160 41st Ave.
Capitola CA 95010
11. 2931 Mission St.
Santa Cruz CA 95060

South County Locations

1. 160 Blackburn Avenue #A-N
Watsonville, CA 95076
2. 100-146 Seneca Court
Watsonville, CA 95076
3. 225A-239B Crestview Drive,
Watsonville, CA 95076
4. 179A-195B Montebello Drive
320A-326B Clifford Avenue
Watsonville, CA 95076
5. 310A-314H Clifford Avenue
Watsonville, CA 95076
6. 308 Clifford Avenue #A-P
Watsonville, CA 95076
7. 50 Arista Court #A-P
Watsonville, CA 95076
8. 55 Arista Lane #A-O
Watsonville, CA 95076
9. 127-193 East Front Street
Watsonville, CA 95076
10. 100A-114D Tierra Alta Drive
Watsonville, CA 95076