



**Request for Proposals
Exterior Siding and Trim Repair Work**

Instructions to Bidders (Doc 00100)

Request for Proposals (Doc 00200)

Project Specifications

Bid Form (Doc 00300) *

Contractor Information Form (Doc 00420 & "Section 3" Documents) *

Non-Collusion Form (Doc 00481) *

Subcontractor List (Doc 00430) *

General Conditions for Non-Construction Section 2 (HUD-5370-C)

Modification to General Conditions

Appendix:

Properties List & Wage Identifications

Maintenance Wage Rate Determination expiring June 30 2019 (HUD-52158)

DOL Prevailing Wage Determinations & WH 347 DOL payroll reporting form

Evaluation Criteria and Scoring

Agreement (Doc 00510) – standard form

(*) Are documents that must be submitted with Proposal

Request for Proposals
Exterior Siding Repair and Replacement Project 2018

The Housing Authority invites bids from appropriately licensed contractors for exterior siding and trim repairs and replacement at Housing Authority owned apartment sites located within Santa Cruz County. Prevailing wage rates are required for this project. Wage rate schedules are included in Contract Bid Documents.

The Contract Documents may be examined and copies secured from the office of the Housing Authority of the County of Santa Cruz, located at 2160 41st Ave., Capitola Ca 95010. No deposit is required. For information pertaining to the Contract Documents, contact Peter Rogers at (831) 454-9455 Ext 228. All proposals shall be made on forms provided by the Housing Authority. Contractors are solely responsible for the cost of the preparation of the Proposals.

Bid Form and completed bid package documents shall be submitted in a sealed envelope, no later than **2:00 PM on Wednesday November 28, 2018.**

Unless otherwise required by law, no bidder may withdraw the bid for a period of sixty (60) days after bid deadline. No proposals will be accepted that are incomplete, written in pencil, altered or illegible. Refer to the formal bid documents for additional information, terms and conditions.

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



DOCUMENT 00100
INSTRUCTIONS TO INTERESTED BIDDERS
Exterior Siding and Trim Repair Work

Project Description

The replacement of deteriorated exterior siding, trim and similar exterior building envelope components at specified apartment complexes located in Santa Cruz County.

For additional information or assistance, please contact

Peter Rogers, Facility Manager
progers@hacosantacruz.org
Housing Authority of the County of Santa Cruz
2160 41st Ave.
Capitola CA 95010
Telephone 831-454-5928

Housing Authority will receive Proposals for Project until time and date listed on “Request for Proposals”. Bids received after this time will not be accepted.

The Bids must be submitted in an envelope clearly marked with the Bidder’s name and “Siding Repairs - 2018” and delivered to the Reception Desk in the lobby of the Housing Authority offices at the above noted address. No faxed Bids will be accepted.

Submission of Proposal signifies careful examination of the properties and has examined thoroughly and understood the nature and extent of Work, locality, actual conditions, as built conditions, and all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work, including: all aspects of the means, methods, techniques, sequences, procedures to be employed by Contractor and safety precautions and programs incident thereto.

Bidder Requirements

1. Bidder(s) will possess a valid State of California contractor license appropriate for work outlined herein, and be able to comply with all provisions of this project.
2. Successful Contractor(s) will have fully trained staff with competent employees that have the expertise necessary to perform work.
3. The sites to be will be thoroughly examined by Bidder(s) prior to submitting bid
4. Successful Contractor(s) will be aware of and comply with all City, County, State and Federal ordinances governing work related to this project.

Project Schedule

1. Deadline for submission listed on “Request for Proposals”.
2. Awarding of Contract: TBA
3. Start Date is defined as the date of the Owners Notice to Proceed: TBA
4. Within 5 days of issuance of Notice to Proceed:
Start job, defined as performing substantial removal and/or replacement of siding at listed project site(s).
5. Contractor to complete all work within 90 calendar days from Notice to Proceed.

Safety

1. 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.
2. Contractor will be responsible for all safety equipment and to educate their employees in the rules of safety.
3. Contractor shall be aware of and comply with all City, County, State and Federal requirements regarding workplace safety.

Storage Facilities

1. Owner will not provide any storage facilities for contractor’s use at any project site.
2. Contractor may not store any materials and/or equipment on project sites without Owner approval

Damage Caused by Contractor

1. All damage caused by contractor will be repaired or replaced at the Contractor's expense to the Owner's satisfaction.

HUD General Conditions

1. The Department of Housing and Urban Development General Conditions (HUD-5370-C, 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.
2. 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.

Prevailing Wage Requirements

1. There are two Prevailing Wage schedules for this job, dependent on location of work – see Appendix for specific wage schedules for each project location.
2. Contractor will pay all employees working at locations included in this project the appropriate prevailing wage scale and related provisions associated with the Department of Labor and HUD schedules - including payroll reporting, apprentices, and related provision that apply. 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.

BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter.

END OF DOCUMENT

Exterior Siding Repair and Replacement Project 2018 Specifications

Housing Authority staff will preview all apartment sites to determine scope of work. After contract award, Housing Authority will conduct a job walk with contractor to field verify scope of work at each site.

1. At locations identified by Housing Authority staff, remove deteriorated siding and/or trim. Remove vapor barrier beneath exterior surface if it is compromised. Advise if any additional structural work is necessary/recommended.
2. At areas of work install new backing as needed, replace vapor barrier as needed, and install new siding and/or trim – along with necessary flashing – to insure proper reconstruction of building envelope.
3. All new siding, trim and flashing should match existing that was removed. All new wood material will be primed on six sides prior to installation. All necessary caulking will be included, and work will be left in “paint ready” condition.
4. All construction equipment, construction debris and similar will be removed from site daily - or properly safeguarded during non-business hours.

End of Document

**Exterior Siding and Trim Repair Work
DOCUMENT 00300
BID FORM (Proposals may be attached)**

1. The undersigned Bidder proposes and agrees, if this Proposal 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 Proposal 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 Proposal will remain subject to acceptance for SIXTY (60) calendar days after the due date for Proposals.
3. In submitting this Proposal, 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 PRICES

All items must be filled in completely. Note wage scale differences with each housing group (see Appendix).

Low Income Public Housing (LIPH) – Based on HUD wage scale

Cost per sheet of T111 siding - installed \$ _____

Hourly billing rate \$ _____

% mark-up on materials & supplies _____ %

USDA Farm Labor Housing – Based on Department of Labor wage scale (DOL)

Cost per sheet of T111 siding \$ _____

Hourly billing rate \$ _____

% mark-up on materials & supplies _____ %

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

6. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

7. The names of all persons interested in the foregoing Proposal 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 Proposal: _____

NAME OF BIDDER: _____

Licensed in accordance with an act for the registration of Contractors, and with license number:

Contractor 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

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:
Federal ID#:	[<input type="checkbox"/>] Sole Proprietor [<input type="checkbox"/>] Partnership
Contact Person:	[<input type="checkbox"/>] Non Profit 501c3 [<input type="checkbox"/>] Corp.
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):
 a public housing resident low income (below 80% of county median income)
 a resident of Santa Cruz County

This business employs approximately _____ people	4/24/18 income limits, area median \$81,400	
	<u># of persons in family</u>	<u>80% of Median</u>
	1	\$62,650
	2	\$71,600
	3	\$80,550
	4	\$89,450
	5	\$96,650
6	\$103,800	

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)

4/24/18 income limits, area median \$81,400	
# of persons in family	80% of Median
1	\$62,650
2	\$71,600
3	\$80,550
4	\$89,450
5	\$96,650
6	\$103,800

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 3 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	\$62,650
2	\$71,600
3	\$80,550
4	\$89,450
5	\$96,650
6	\$103,800

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).

Exterior Siding and Trim Repair Work

DOCUMENT #00481
NONCOLLUSION AFFIDAVIT
Public Contracts Code §7106

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.

Signature: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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 the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

DOCUMENT 00430
SUBCONTRACTORS LIST
Exterior Siding and Trim Repair Work

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

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/01/2014)

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.

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.

=====
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

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:
 - (i) 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).
- (i) 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.

MODIFICATIONS TO GENERAL CONDITIONS

Exterior Siding and Trim Repair Work

Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

(a) Minimum Wages.

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

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

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

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

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

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

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs

(b)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (d)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(2) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal

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

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

(e) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in

(g) **Compliance with Davis-Bacon and related Act requirements.**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.**

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

(3) **Withholding for unpaid wages and liquidated damages.**

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

(k) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Labor Standards-Non-routine Maintenance

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages.** (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages 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 shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics 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:

(A) The work to be performed by the classification required is not performed by a classification in the wage determination;

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

(C) 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.

(b) **Withholding of funds.** The Contracting Officer, upon his or 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 or working on the site of the work all or part of the wages required by the 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 PHA 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.

(c) **Payrolls and basic records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

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

(A) that the payroll for the payroll period contains the information required to be maintained under subparagraph (c)(1) of this clause and that such information is correct and complete;
(B) that each laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
(C) that each laborer or mechanic has been paid not less than the applicable wage rates for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the “Statement of compliance” required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or the PHA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment or denial of participation in HUD’s programs pursuant to 24 CFR Part 24.

(d) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(e) **Contract termination; debarment.** A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7.

Disputes within the meaning of this paragraph (f)(2) include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(g) **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

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

(3) Withholding for unpaid wages and liquidated damages.

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

(h) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause 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 this clause.

48. Non-Federal Prevailing Wage Rates

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

(1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq) to be prevailing in the locality with respect to such trade; (B) an applicable apprentice wage rate based thereon specified

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

(2) 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.

END of DOCUMENT

Appendix
Exterior Siding Repair and Replacement Project 2018
 Properties List and Wage Identifications

North County Locations:

South County Locations:

1) 1223 Broadway Ave # 1-5 Santa Cruz, CA. 95062 5 Units	8) 160 Blackburn Ave # A-N Watsonville, CA. 95076 14 Units
2) 301 La Fonda Ave # 1-12 Santa Cruz, CA. 95062 12 Units	9) 100-146 Seneca Court Watsonville, CA. 95076 24 Units
3) 81A-87D Grandview St Santa Cruz, CA. 95062 15 Units	10) 225A-239B Crestview Dr Watsonville, CA. 95076 16 Units
4) 951 30th Ave # 1-19 Santa Cruz, CA. 95062 19 Units	11) 179A-195B Montebello Dr 320A-326B Clifford Ave Watsonville, CA. 95076 16 Units
5) 1900A-1920C Courtyard Dr Capitola, CA. 95010 12 Units	12) 310A-314H Clifford Ave Watsonville, CA. 95076 16 Units
6) 2635 Portola Dr # 1-24 Santa Cruz, CA. 95062 24 Units	13) 308 Clifford Ave # A-P Watsonville, CA. 95076 16 Units
7) 2350 17th Ave # 1-14 Santa Cruz, CA. 95062 14 Units	14) 50 Arista Court # A-P Watsonville, CA. 95076 16 Units
HUD Wage scales	15) 55 Arista Lane # A-O Watsonville, CA. 95076 15 Units

DOL Wage scales

16) 127-193 East Front St Watsonville, CA. 95076 34 Units
17) 100A-114D Tierra Alta Dr Watsonville, CA. 95076 36 Units

Wage Scale Key	
	=HUD Wage scale
	=DOL Wage scale

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

Wage Decision Type:

-
- Routine Maintenance**
-
-
- Nonroutine Maintenance**

Effective Date:

July 1, 2018

Expiration Date:

June 30, 2019

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.

Irenis Green, CIRS

 HUD Labor Relations
 (Name, Title, Signature)
August 11, 2017

Date

WORK CLASSIFICATION(S)**HOURLY WAGE RATES****BASIC WAGE****FRINGE BENEFIT(S) (if any)**

Grounds Worker I	14.94	6.84
Grounds Worker II	16.10	7.07
Maintenance Custodian	15.69	6.99
Maintenance Worker I	21.12	8.04
Maintenance Worker II	23.90	8.58
Maintenance Plumber	20.52	7.93
Maintenance Electrician	20.52	7.93
Maintenance Aide	14.59	6.77

General Decision Number: CA18002910/05/2018 CA29

Superseded General Decision Number: CA20170029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018
3	01/26/2018
4	02/09/2018
5	03/02/2018
6	04/06/2018
7	04/13/2018
8	05/04/2018
9	06/01/2018
10	06/15/2018
11	06/29/2018
12	07/06/2018
13	07/13/2018
14	07/20/2018
15	07/27/2018
16	08/17/2018
17	08/24/2018
18	08/31/2018
19	09/07/2018
20	09/28/2018
21	10/05/2018

ps://www.wdol.gov/wdol/scafiles/davisbacon/ca29.dvb[10/26/2018 11:48:44 AM]

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 42.67	29.32
→ Journeyman Carpenter.....	\$ 42.52	29.32
Millwright.....	\$ 45.02	30.91

LAB00270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

Rates

Fringes

LABORER (CONSTRUCTION CRAFT
LABORERS - AREA B)

Construction Specialist

Group.....	\$ 30.40	23.20
GROUP 1.....	\$ 29.79	23.20
GROUP 1-a.....	\$ 30.01	23.20
GROUP 1-c.....	\$ 29.84	23.20
GROUP 1-e.....	\$ 30.34	23.20
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 29.64	23.20
→ GROUP 3.....	\$ 29.54	23.20
GROUP 4.....	\$ 23.23	23.20

See groups 1-b and 1-d under laborer classifications

→ GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair

<https://www.wdol.gov/wdol/scafiles/davisbacon/ca29.dvb>[10/26/2018 11:48:44 AM]

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA
CLARA, AND SANTA CRUZ COUNTIES

Rates

Fringes

 Painters:.....\$ 40.62

23.83



(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

U.S. Department of Labor
Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR
 OR SUBCONTRACTOR
 ADDRESS
 PROJECT AND LOCATION
 PROJECT OR CONTRACT NO.
 PAYROLL NO.
 FOR WEEK ENDING
 PROJECT AND LOCATION
 PROJECT OR CONTRACT NO.

(9)	NET WAGES PAID FOR WEEK	(8)	DEDUCTIONS	TOTAL DEDUCTIONS	OTHER	WITH-HOLDING TAX	FICA	GROSS AMOUNT EARNED	(7)	RATE OF PAY	(6)	TOTAL HOURS	(5)	(4) DAY AND DATE							OT OR ST	(3)	WORK CLASSIFICATION	(2)	NO. OF WITHHOLDING EXEMPTIONS	(1)	NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at (40 U.S.C. § 3145) contractors and subcontractors require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ (Contractor or Subcontractor) _____ on the

_____ (Contractor or Subcontractor)

; that during the payroll period commencing on the

_____ (Building or Work)

day of _____, and ending the _____ day of _____.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly

from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS



in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXPLANATION	EXCEPTION (CRAFT)

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Exterior Siding Repair and Replacement Project 2018

EVALUATION CRITERIA AND SCORING

All proposals will be evaluated by Housing Authority staff and other parties that may have expertise or experience in carpentry related services. A contractor will be selected in accordance with the criteria herein. The evaluation of the proposals shall be within the sole judgment and discretion of the Housing Authority staff.

As a result of this RFP, the Housing Authority intends to award a contract to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the Housing Authority, all evaluation criteria considered. The combined weight of the evaluation criteria is greater in importance than cost in determining the greatest value. The goal is to award a contract to the bidder(s) that proposes the Housing Authority the best quality as determined by the combined weight of the evaluation criteria. The Housing Authority may award a contract of higher qualitative competence over the lowest priced response.

A Contractor Information form (Doc00420) must be submitted with proposal. The proposer should additionally submit a description of its capacity to deliver the proposed services, including brief professional resumes for the persons identified to work on this project – as necessary to further outline vendor qualifications.

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

Completeness of Response (Pass/Fail):

Responses to this RFP must be complete.

Debarment and Suspension (Pass/Fail):

Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at www.sam.gov.

Additional evaluation of Proposals will be weighted, as follows:

- 1. EXPERIENCE:** Respondents will be awarded up to 25 points for Experience in providing maintenance services.
Does proposer possess working experience with projects of a similar size & does the proposer have a list of references for similar type work, including number of years and/or projects that reflect this experience?
Does the project manager assigned to the project have experience on projects of similar type and size?
Are resumes complete and do they demonstrate experience relevant to the services required in this RFP?
- 2. Capacity/Understanding:** Respondents will be awarded up to 25 points for their Capacity/Understanding.
Does the proposer understand the purpose of the project?
Does the proposer understand the tasks involved to perform the work?
Does proposer have familiarity with the area/vicinity of work locations?
What is the firm's emergency response plan in the event a sprinkler main is damaged and water needs to be turned off?
- 3. Pricing:** Respondents will be awarded up to 30 points for Pricing.

4. Respondents will be awarded up to 20 points for their experience in meeting MBE/WBE, County of Santa Cruz Local Hiring, Davis-Bacon, and HUD Section 3 requirements.

END OF DOCUMENT

DOCUMENT 00510
AGREEMENT – standard form
Exterior Siding and Trim Repair Work

THIS AGREEMENT, made this _____ day of _____, 201____
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:

Exterior Siding and Trim Repair Work

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 ninety (90) calendar days from date of written Notice to Proceed.
2. Liquidated Damages - \$100.00 per calendar day.
3. Contract can be terminated with or without cause by either party with a 14 day written notice.

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/Proposal quote dated _____, in the amount of \$ _____, written as:
_____.

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/Proposal
Document 00420	Contractors Information Form
Document 00430	Subcontractors List
Document 00481	Noncollusion Affidavit
Document 00510	Agreement
Document HUD-5370-C	General Conditions
	Bid package documents for Exterior Siding and Trim Repair Work

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 expiring June 30 2019
DOL General Decision No. CA180029 dated 10/05/18 CA29
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

CONTRACTOR:

By: _____
Jennifer Panetta
Executive Director,
Housing Authority

By _____

Title _____

Date _____

Date _____

(Corporate seal when required)

END OF DOCUMENT