



*Housing Authority of the County of Merced*

**QUOTE FOR SMALL PURCHASE:  
Pond Evaluation for Compliance and Emergency  
Preparedness: 2753 Santa Fe Drive, Merced, Merced  
Migrant Center**

**QSP #2026-12**

**Quote Due Date: **Thursday, June 11, 2026 @ 4:00 P.M.****

405 U Street, Merced, CA. 95341  
Telephone: (209)722-3501 ext. 147  
Email: [evelync@merced-pha.com](mailto:evelync@merced-pha.com)



## **Pond Evaluation for Compliance and Emergency Preparedness**

2753 Santa Fe Drive, Merced, Merced Migrant Center

### **Section I: INTRODUCTION:**

The Housing Authority of the County of Merced (Authority) is soliciting quotes from interested, qualified, insured, registered, and appropriately licensed Consulting Structural Engineers specializing in water-retaining structures (Ponds, Tanks, Reservoirs) to evaluate the Authority's Migrant Center Pond system as described in the following Scope of Work (SOW). Contractors must be registered in the State of California and hold a valid Civil Engineer license and/or a specialized Structural Engineer license. Qualified contractors will provide all labor, materials, and equipment necessary to complete the required work as detailed within the SOW. It is the sole responsibility of the contractor to examine and inspect the site in its entirety to provide a complete and accurate quote for requested work.

Due to the estimated cost of this procurement falling under the Small Purchase Threshold of \$250,000.00, the Authority is procuring these services using a non-formal Quote for Small Purchase (QSP) process. This informal QSP process means formal Request for Proposals (RFP) requirements and formal protest procedures do not apply (i.e., bid bonds, public bid opening, etc.). The Authority reserves the right to issue modifications to this QSP at any time through addendums, reject all submittals, and/or ask for any clarifications or verifications from respondents at any time.

This QSP is being issued, as well any addenda, by the Authority. The Authority intends to receive quote submittals now, through and up to **Thursday, June 11, 2026, by 4:00 P.M.** contact person for the Authority is:

Evelyn Chavira, Director of Procurement  
405 U Street, Merced, CA. 95341  
Telephone: (209) 386-4147  
Email: [evelync@merced-pha.com](mailto:evelync@merced-pha.com)

Submittals may be mailed or hand-delivered to the main office at:  
405 U Street, Merced, CA. 95341,  
sent via Fax to (209) 722-0106 or  
emailed to [evelync@merced-pha.com](mailto:evelync@merced-pha.com)

It shall be the responsibility of the Contractor to see that their quote is received to the Authority by the date and time mentioned above, quotes received after the time stated will not be considered. Incomplete submittals are received as non-responsive and will not be considered. All submittals will become the property of the Authority and must be submitted in accordance with the conditions and instructions provided herein.

## **SECTION II: Walkthrough/Request for Interpretations:**

The Authority will hold an in-person pre-submittal meeting or walkthrough on **Thursday, May 21, 2026 at 10:00 A.M.** at the location 2753 N. Santa Fe Drive, this walkthrough is mandatory **NOTE: PLEASE DO NOT VISIT ANY PROPERTY WITHOUT PRIOR AUTHORIZATION FROM AUTHORITY STAFF.** Request for interpretations must be received no later than **Wednesday, June 3, 2026 by 4:00pm.** All requests will be answered to in a posted addendum for fairness to all interested parties. Email all questions to: [evelync@merced-pha.com](mailto:evelync@merced-pha.com)

## **SECTION III: Scope of Work (Sow)/Technical Specifications:**

1. **REFER TO SCOPE OF WORK, Attachment 1:** Pond Evaluation for Compliance and Emergency Preparedness: 2753 Santa Fe Drive, Merced, Merced Migrant Center
2. Services will be provided/performed during normal business hours from 7:30 A.M. to 5:00 P.M., Monday through Thursday and alternating Friday from 7:30 A.M. to 4:00 P.M., not to exceed an eight (8) hour workday.
3. All work shall be inspected and signed off by the Authority Authorized Representative (*such as "Housing Program Director", "Asset Manager", or "Maintenance Manager"*) before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority's Authorized Representative and is deemed complete

## **SECTION IV: Non-Collusion Affidavit with Notarization:**

Contractor shall complete, including notarization, a "*Form of Non-Collusive Affidavit*" (**Attachment 4**) as proof that they have not entered into any collusion with any person in respect to this solicitation or any other solicitation effecting the outcome of this award, and/or the submitting of quotes for the contract for which this quote is submitted.

## **SECTION V: Business Preference in Contracting, "Section 3 Certification":**

The work to be performed under this contract is on projects assisted under a program receiving direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, opportunities for training and employment will be given to residents of the area of the Section 3 covered project (**Attachment 6**– *Section 3 Business Preference Form and Explanation*).

## **SECTION VI: Performance Specifications:**

- 1) Company Standards: Contractor shall possess the appropriate state license for all work performed. All work performed pursuant to this QSP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations as well as those provided as Attachments below. If such compliance is impossible for reasons beyond its control, the contractor shall immediately notify the Authority of that fact and the reasons therefore.
- 2) Personnel Standards:

1. Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
  2. Contractor's employees shall wear clearly visible identification while performing duties.
  3. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the Authority or its managers, the Contractor shall replace such personnel with those who are satisfactory.
  4. Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, safety issues, disputes or controversies at the Authority's place of business or which interfere or are likely to interfere with the operations of the Authority's business.
  5. Contractor shall immediately give such notice to the Authority, to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that contractor, in their opinion, believes may interfere with the operation of the business. Contractor shall use their best efforts to resolve any such complaints, troubles, disputes, or controversies.
- 3) Supervision: Contractor shall furnish the necessary qualified supervision to oversee all operations.
- 4) Equipment:
- A. Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications and warrants that all equipment will be of such type as to cause no hazard or danger.
  - B. Contractor shall install all safety signage measures, according to safety standards, throughout the work site in order to aid in stopping unauthorized individuals from entering construction areas that may pose unseen hazards. These prevention measures shall be installed for the duration of the project.
- 5) Property Damages: Contractor shall be responsible for repair and/or replacement for any damages to Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense. Damaged areas include but are not limited to, existing, adjacent and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with design and quality of the existing, adjacent and/or adjoining materials.
- 6) Industry Standards and Compliance: All work shall be performed according to industry standards, procedures and methods normally accepted in the industry and in compliance with all federal, state and local laws, codes and regulations.

## **SECTION VII: Award of Contract:**

The Authority retains the right to contract with any contractor as a result of this QSP. Respondents will be notified of results at earliest practical date, no later than 30 days after due date.

- 1) Subject to Other Documents: The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.
- 2) Conflict of Interest: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.
- 3) Rejection of Submittals: The Authority reserves the right to accept or reject any or all Submittals which are determined to be non-responsive.

## **SECTION VIII: Contract Form:**

- 1) **THE AUTHORITY WILL NOT EXECUTE A CONTRACT ON THE CONTRACTOR'S FORM.** Contract will only be executed on an Authority form and by submitting a proposal, the Contractor agrees to do so (please note that Authority reserves the right to amend this form as Authority deems necessary). However, the Authority may consider any contract clauses that the Contractor wishes to include therein and requests in writing for the Authority to do so; but the failure of Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority's contract form.
- 2) Prior to submitting a proposal, it is the responsibility of each prospective contractor to notify the Authority in writing of any contract clause that contractor is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective contractor is not willing to abide by the Authority's response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.
- 3) Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this QSP:
  - A. Assignment of Personnel: The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work. Contractor shall select and employ the replacement personnel.
  - B. Labor Costs: Quotes will be inclusive billing rates for California State prevailing wage rates.
  - C. Unauthorized Sub-Contracting Prohibited: The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority, shall be void and may result in the cancellation of the contract with Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Authority.

- D. Right to Negotiate Final Fees: The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen a top-rated Contractor. If, in the opinion of the Authority, such negotiations are not successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-highest-rated Contractor. The Authority shall also retain the right to negotiate with and make an award to more than one Authority Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- E. Licensing and Insurance Requirements: Prior to award (*but not prior to submission of the proposal*) the Contractor will be required to provide proof of:
- I. **Licensing:** COST OF ALL LICENSES NEEDED ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD NOT BE BILLED TO THE AUTHORITY. Contractor must hold a valid California Contractor's License for the appropriate trade listed in this QSP with all appropriate insurance required by the State of California and have the ability to obtain all required permitting either through local, state and/or federal agencies and be in good standing with all governing agencies. The Contractor shall provide to the Authority copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
  - II. **Permits:** Some but not all projects will require a permit to be "pulled" for the contract. The Contractor is required and solely responsible to confirm if permits are required for their work performed for the contracted project awarded to them. If needed the contractor will pull the permit and the Housing Authority will reimburse the contractor for the associated fee after completion of the project and with the submittal of the original receipt. A copy of the final approved permit will be submitted to the Authority or reimbursement fees will be forfeited.
  - III. **Insurance:** Contractor shall procure and maintain throughout the duration of any Contract, resulting from this QSP, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, at a minimum, insurance coverage shown on the attached Authority's "*Insurance Requirements for Consultants*" (**Attachment 9**). Proof of such coverage must be presented to the Authority prior to or at the time of contract execution.

## **SECTION IX: General Requirements:**

- 1) The Authority is requiring licensed Consulting Structural Engineers specializing in water-retaining structures (Ponds, Tanks, Reservoirs) to evaluate the Authority's Migrant Center Pond system as described herein.

2) Contractor must maintain records of reports for no less than 5 years. Copies of reports shall be submitted to the Authority and easily accessed for no less than 5 years.

**SECTION X: Travel Costs/Expenses:**

The Authority shall not pay contractor, nor reimburse contractor, for any travel, meals, lodging, or incidental expenses incurred in the performance of the project or related to the awarded contract. All such costs are deemed included in the submitted, fixed, quote price.

**SECTION XI: Warranty/Guarantee:**

All work provided by any Contractor pursuant to any contract that ensues from this QSP shall be guaranteed by that Contractor for a period of time of not less than 365 days.

**SECTION XII: Prevailing Wage Rates:**

As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Authority needs the successful Contractor to provide services that require the successful Contractor to pay Davis-Bacon and Related Acts or California State Prevailing Wage Rates for a specific task order pertaining to the ensuing contract, then to compensate the successful Contractor for any amount when the applicable Davis-Bacon and Related Actus or California State Prevailing Wage Rates are greater than the portion of the applicable hourly fees listed within that the Contractor actually pays to each such person performing the work, as verified by payroll records Authority shall pay the difference through the agreed upon contract amount. Applicable wage rates can be found at:

- Department of Industrial Relations:  
<https://www.dir.ca.gov/oprl/2026-1/PWD/Determinations/Northern/NC-063-3-9.pdf>
- Davis-Bacon and Related Acts:  
Not applicable to Migrant Center Projects.

**SECTION XIII: Build America, Buy America Requirements:**

The Build America, Buy America (BABA) Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58) also known as the Bipartisan Infrastructure Law. BABA establishes a domestic content procurement preference known as the "Buy America Preference" (BAP) for Federal infrastructure spending. The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance must be produced in the United States, Per the Community and Development Notice: CPD-2023-12. In accordance with these guidelines, the Authority must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, and as applicable to this project. Pursuant to Title 2, CFR Chapter 1, Part 184, materials used are subject to BABA requirements, unless exempted by a waiver. Contractor must make every effort to ensure any applicable material used for this project is produced in the United States according to the BABA guidelines.

**SECTION XIV: Attachments:**

All respondents shall return required documents noted with (\*) along with the "Merced Migrant Center Pond Evaluation Submittal Form."

- Attachment 1: Scope of Work
- Attachment 2: Map of Merced Migrant Center
- Attachment 3: Pond Evaluation Additional Cost Item and Addendum/Addenda Acknowledgement Form\*
- Attachment 4: Form of Non-Collusive Affidavit\* (Must be Notarized)
- Attachment 5: Profile of Firm Form\*
- Attachment 6: Authority Section 3 Business Preference Form and Explanation\*
- Attachment 7: Authority Contractor/Sub-Contractor Information Form\*
- Attachment 8: Form HUD-5370-EZ: General Contract Conditions for Small Construction/Development Contracts
- Attachment 9: Authority Insurance Requirements for Consultants

**SECTION XV: Quote Submittal Instructions:**

The Authority is requesting the following page (9) along with above noted (\*) attachments be submitted by the due date as stated within this QSP. By submitting a quote response, the Contractor agrees to abide by all applicable laws, ordinances, and regulations.



## Merced Migrant Center Pond Evaluation Submittal Form

**Base Quote:** By submitting a quote response on this submittal form the contractor agrees to abide by all applicable laws, ordinances, and regulations to complete the **Pond Evaluation for Compliance and Emergency Preparedness** work, in accordance with the specifications found in the Scope of Work.

The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in this informal solicitation, scope of work, and addendum/addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Merced, hereby proposes to furnish all labor and services required to complete the work, all in accordance with the specifications, to provide the services as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, travel, licensing, and insurance, etc., price does include the noted additional costs on attachment 3, for the Total project cost of:

\$ \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

(\$ \_\_\_\_\_)

If written notices of the acceptance of this quote are mailed, faxed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this quote is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form within ten (10) days after the contract is presented for signature.

### Quote Submitted By:

Company: \_\_\_\_\_

By (Print Name) \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street, City, State, Zip)

Phone #: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Principal or Officer)



**SCOPE OF WORK:**

Pond Evaluation for Compliance and Emergency Preparedness:  
2753 Santa Fe Drive, Merced, Merced Migrant Center

The Housing Authority of the County of Merced (Authority) is soliciting quotes from interested, qualified, insured, registered, and appropriately licensed Consulting Structural Engineers specializing in water-retaining structures (Ponds, Tanks, Reservoirs) to evaluate the Authority's Migrant Center Pond system as described in the following Scope of Work (SOW). Contractors must be registered in the State of California and hold a valid Civil Engineer license and/or a specialized Structural Engineer license.

The awarded contractor will be responsible for providing all labor, tools, materials, equipment, and services required to perform and complete all work to assess the existing ponds. Contractor will also determine what upgrades will be needed for continued compliance and emergency preparedness. Contractor will create and submit a report on all found issues to the Authority, with recommendations on what is needed to bring the issues up to code to increase ability for ponds to run from existing 6-month usage to a year-round continuing usage. In addition, the contractor will adhere to general industry accepted practices and comply with all federal, state, and local building codes, laws, regulations, and ordinances that bear on the performance of the work. It is the sole responsibility of the contractor to examine and inspect the wastewater pond in its entirety to provide a complete and accurate proposal for necessary repairs to ensure compliance with current regulations and to support emergency use of the center in case of natural disasters.

The SOW is not all-inclusive. All phases of work, descriptions, and/or specifications not listed below, but necessary, will be the contractor's responsibility to include in their proposal. Change orders must be pre-approved by the Authority and will be limited to work that is added by the Authority to the project. The Contractor will be solely responsible for obtaining and paying for all necessary licenses to conduct business, and solely responsible for obtaining any permits necessary, tests required, and/or certifications required.

**I. Description of Properties**

1. The Merced Migrant Center is comprised of forty-nine (49) residential rental units, two (2) staff units, one (1) daycare center and an on-site Laundry facility. The Center operates for approximately one hundred and eighty (180) days out of the year. Additionally, the Center has one (1) fully operable pond and two/three (2/3) non-operating ponds. See map attachment 2.

**II. Scope of Work**

In General, the Contractor will conduct detailed site visits at the Migrant Center site and inspect the existing wastewater pond system.

1. On-site evaluation of existing pond system:

- A. Contractor will conduct a detailed site visit and inspection of ponds on site, focusing on physical integrity, signs of wear or damage, and capacity capability. This will include any ponds not currently in use
  - B. Review of the Migrant Centers wastewater pond system, this will include any ponds not currently in use. Contractor will analyze with consideration of what requirements are needed for compliance with:
    - 1) Existing codes, or
    - 2) Maintaining compliance, and
    - 3) Evaluating whether ponds are flood resilient and overall pond resilience for emergency situations with a report, and
    - 4) Creating a detailed report that will allow the Authority to create a scope of work that will include all work, material, supporting components, etc., that will be needed in order to put into operation a second, fully operable and compliant pond at the Merced Migrant Center.
  - C. Identify and rank potential risks, including structural integrity concerns, safety hazards, etc., providing a prioritized list of improvements to mitigate these risks. This will include any ponds not currently in use.
  - D. Other related and/or miscellaneous work, as needed.
2. Plant assessment monitoring, including but not limited to:
    - A. Assess common issues, e.g., overflow risk, algae, debris buildup, pest issues, fencing/signage, and damage caused by local or foreign animals.
    - B. Contractor will create a maintenance plan for future monitoring of the pond system plant environment.
    - C. Analyze and evaluate the pond's performance in handling nutrient levels, oxygen depletion, and other wastewater-related risks.
  3. Recommendations for required monitoring and/or other reports to the regulating agency/agencies.
    - A. Review and assess compliance with local, state, and federal environmental regulations regarding wastewater management, safety standards, and operational requirements.
    - B. Contractor will provide a prioritized list of improvements for both immediate and long-term solutions. Improvement list shall include recommendations for enhancing flood protections, optimizing nutrient management, and improving overall pond resilience to emergencies.
    - C. Evaluate maintenance practices, including debris control and erosion damage.
    - D. Assess and/or recommend influent flow meter calibration practices, create a plan as-needed.
    - E. Contractor will create a maintenance plan for future monitoring of the pond system.
    - F. Analyze the ponds design and operational efficiency, considering factors such as current inflow, outflow, treatment capacity, and seasonal changes.
    - G. Provide a sample of a monthly monitoring analysis of each system to the Authority.

#### 4. Estimated Costs Reports:

- A. The contractor will provide a detailed cost estimate for each Migrant center. Cost estimate will include:
  - 1) Recommended improvements, urgency
  - 2) Recommended improvements, safety
  - 3) Recommended improvements, pond performance
  - 4) Recommended improvements, design evaluation
- B. Contractor will submit a finalized report including a comprehensive report of all of the above-mentioned items, including background information, existing conditions, design evaluations, recommended improvements, and costs.

### **III. General Specifications**

1. Generally accepted industry standards must be adhered to and in a workmanlike manner.
2. Contractor will be required and responsible for obtaining, maintaining, and paying for all city and/or county business licenses and related connection or other fees. Copies of licenses must be submitted to the Authority prior to issuance of the Notice to Proceed. Failure to maintain these licenses in a current status during the term of the contract will constitute a material breach thereof.
3. It is the sole responsibility of the contractor to obtain permits as needed. If Contractor is unsure if permits are needed or Contractor needs additional information, the Contractor MUST visit the County of Merced Building and Safety Division office at 2222 M Street, Merced, CA., or call (209)385-7477.
4. Contractor will be required and responsible for paying any and all related and required fees and costs, including but not limited to, impact fees, architectural and/or engineering costs, environmental testing costs, etc., associated with the work.
5. All work must be performed according to industry standards, procedures, and methods normally accepted in the industry and in compliance with all current federal, state, and local laws, codes, ordinances, and regulations. If such compliance is impossible for reasons beyond its control, the Contractor will immediately notify the Authority of that fact and the reasons therefore. Additional costs by the Contractor cannot be assumed and must be pre-approved by the Authority prior to performance of work.
6. Any removal of material not approved by the Authority will be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any design costs, fees, and charges related to its approval.
7. Contractor will be responsible for the repair and/or replacement of any damaged areas made in the course of the work being performed. Damaged areas include, but are not limited to, existing, adjacent, and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with the design and quality of the existing, adjacent, and/or adjoining materials.

8. Contractor is solely responsible for calling 811 before performing any digging on Authority property. Any disasters or damage to property as a result of the contractor's failure to call 811 and receive notification from utility companies on underground line locations shall be considered a breach of contract. All monetary damages will be assumed by the contractor.
9. Contractor shall minimize dust from any construction activities and conform to the requirements of San Joaquin Valley Unified Air Pollution Control District.
10. The Contractor must comply with all laws, ordinances, rules, and regulations applicable to the work. The Contractor will provide adequate protection for all persons and all Authority personnel within the working area or approaches thereto and will furnish and erect temporary barricades where necessary.
11. Contractor will supply all safety or warning signs, equipment, plastic covers, barricades, and any other specialty items that may be required. The Contractor, its employees, subcontractors, or other representatives, have no tenancy and shall be admitted to the grounds only for the proper execution of the work under this contract.
12. Contractor's employees shall wear identification (uniform, shirt, caps, etc.) while performing duties.
13. All work shall be inspected and signed off by the Authority's Authorized Representative before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority and is deemed complete.

#### **IV. Travel Costs/Expenses:**

The Authority shall not pay contractor nor reimburse contractor for any travel, meals, lodging, or incidental expenses incurred in the performance of the project or related to the awarded contract. All such costs are deemed included in the submitted fixed contract price.

#### **V. Build America, Buy America Requirements:**

The Build America, Buy America (BABA) Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58), also known as the Bipartisan Infrastructure Law. BABA establishes a domestic content procurement preference known as the "Buy America Preference" (BAP) for Federal infrastructure spending. The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance must be produced in the United States, per the Community and Development Notice: CPD-2023-12. In accordance with these guidelines, the Authority must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, and as applicable to this project. Pursuant to Title 2, CFR Chapter 1, Part 184, materials used are subject to BABA requirements, unless exempted by a waiver. Contractor shall make every effort to ensure any applicable material used for this

project is produced in the United States according to the BABA guidelines and requirements.

**VI. Drug-Free Workplace:**

The Authority maintains a drug-free workplace, which applies to contracted work on all Authority properties. Contractors, Subcontractors, and/or their employees shall not engage in the use of illegal drugs. This includes the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties, or reporting to work for Authority under the influence of any of the above.

1. **Medical Marijuana:** The use and/or possession of medical marijuana is strictly prohibited on Authority property and will result in termination of the contract. ***Federal law supersedes State laws that legalize medical marijuana related conduct.***

**VII. Smoke-Free Workplace:**

Authority maintains a smoke-free workplace, which applies to contracted work on all Authority properties. Contractors, Subcontractors, and/or their employees shall not smoke on any Authority property. Smoking is prohibited within twenty-five feet (25') of buildings and outdoor areas, including but not limited to residential buildings, entry ways, walkways, grassed areas, play areas, parking lots, and private vehicles parked on Authority property. Smoking materials (i.e., cigarette butts, matches, etc.) shall not be disposed of in gutters, on walkways, in streets, on driveways, in common areas, or any other areas on Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens, or similar devices.

**VIII. Prevailing Wage Determination: California State Department of Industrial Regulations (DIR):**

The Authority maintains four Migrant Centers which are regulated by the State, as such any project or individual work performed for the Migrant Centers at an amount of \$2,000.00 or more is subject to and requires compliance with the General prevailing wage determinations made by the director of the Department of Industrial Relations (DIR) Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, And 1773.1. The effective date of each determination is ten (10) days after the issue date. (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd). For Commercial Building, Highway, Heavy Construction, and Dredging Projects INDEX 2026-01 General Prevailing Wage Journeyman Rates. DIR wage determination: Northern California basic trade journeyman rates; Determination Craft: Building/Construction Inspector and Field Soils and Material Tester Determination #: NC-63-3-9-2025-1 Group 2 Construction Inspector; Issue Date: August 22, 2025. DIR Craft determination will

be used for Migrant Center units. You may obtain a current wage determination by visiting:

<https://www.dir.ca.gov/oprl/2025-2/PWD/Determinations/Northern/NC-063-3-9.pdf>

Wage shall be locked in upon award of the contract. Attention is called to the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order #14026) and payment of not less than prevailing salaries and wages, as set forth in the specifications, pursuant to Section 16(2) of the United States Housing Act, as amended.

Aerial map Entrance to Merced Migrant Center and Ponds

2753 N. Santa Fe Drive, Merced



**QUOTE FOR SMALL PURCHASE ADDITIONAL COST ITEM AND  
ADDENDUM/ADDENDA ACKNOWLEDGEMENT FORM**

**QSP #2026-12: *Pond Evaluation Merced Migrant Center***

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by the Housing Authority of the County of Merced (Authority), hereby Acknowledges Addenda/Addendum and/or proposes additional cost items, to be included in submitted total quote, listed below to satisfactorily complete all work as required and as stated within the proposal documents for **QSP #2026-12: Pond Evaluation Merced Migrant Center**

Addendum/Addenda Acknowledgement:

By my signature below, I hereby acknowledge that I have received the following addendum/addenda:

Number \_\_\_\_\_ Date \_\_\_\_\_                      Number \_\_\_\_\_ Date \_\_\_\_\_

Number \_\_\_\_\_ Date \_\_\_\_\_                      Number \_\_\_\_\_ Date \_\_\_\_\_

Additional Cost Item (ACI)—please attach additional pages if needed. All additional costs will be calculated and included in page 9 submittal form total.

ITEM	PRICE

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Name of Company: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Bidder

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title



## FORM OF NON-COLLUSIVE AFFIDAVIT

\_\_\_\_\_, being first duly sworn, deposes and says:  
(name of signer)

That he/she, is the \_\_\_\_\_ (a/an owner, partner, officer of the firm, etc.) 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 the 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; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the 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 public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the 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 organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
SIGNATURE OF RESPONDENT:  
if submitter is an individual  
SIGNATURE OF PARTNER:  
if submitter is a partnership;  
SIGNATURE OF OFFICER:  
if submitter is a corporation;

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 \_\_\_\_\_, A Notary Public,  
Date Name of Notary

Personally appeared, \_\_\_\_\_, who proved  
Name(s) of Signer(s)

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.

(Official Seal)

Signature \_\_\_\_\_  
(Signature of Notary Public)

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

<b>PROFILE OF FIRM FORM</b>
-----------------------------

1. Prime \_\_\_\_\_ Sub-contractor \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Email: \_\_\_\_\_

3. Street Address, City, State, Zip:

\_\_\_\_\_

4. Mailing Address, City, Sate, Zip (if different)

\_\_\_\_\_

5. Please attached a brief biography/resume of the company, including the following information:

a) Year Firm Established;

b) Former Business Name and Year Established (if applicable)

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

- Caucasian (Male) \_\_\_\_\_%
- Caucasian (Female) \_\_\_\_\_%
- Public-Held Corporation \_\_\_\_\_%
- Government Agency \_\_\_\_\_%
- Non-Profit Organization \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise ~ Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned \_\_\_\_\_%
- African American \_\_\_\_\_%
- Native American \_\_\_\_\_%
- Hispanic \_\_\_\_\_%
- Asian/Pacific Islander \_\_\_\_\_%
- Woman-Owned (MBE) \_\_\_\_\_%
- Disabled Veteran \_\_\_\_\_%
- Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

**(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)**

9. Federal Tax ID No.: \_\_\_\_\_

10. City/County Business Licenses:

- a. City of Merced License # \_\_\_\_\_
- b. City of Atwater License # \_\_\_\_\_
- c. City of Livingston License # \_\_\_\_\_
- d. City of Los Banos License # \_\_\_\_\_
- e. City of Dos Palos License # \_\_\_\_\_
- f. County of Merced License # \_\_\_\_\_

11. State of California Contractor's License/Registration Type(s) and #.:

\_\_\_\_\_

12. Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

14. Automobile Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?

No  Yes  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?

No  Yes  If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement:

The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

**BUSINESS CONCERN CERTIFICATION FOR SECTION 3 PREFERENCE IN CONTRACTING  
AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:       Corporation       Partnership       Sole Proprietorship       Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full-time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**Corporate Seal**

**AUTHORIZING NAME AND SIGNATURE:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number of All Contracts Proposed: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Dollar Value of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To the Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Bid to Qualified Project Area Businesses.

**Goal of These Contracts for Project Area Businesses:**

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

**Outline the Program to Achieve These Goals for Economically and Socially Disadvantaged:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: To Complete the Affirmative Action Plan, Follow Steps Outlines in Attached Exhibit.**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTE:** RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

## SECTION 3 BUSINESS PREFERENCE CLAUSE

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- 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 or 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 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 (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 Enterprise. 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).

**PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

**Priority I****Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

**Priority II****Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

**Priority III****Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

**Priority IV****Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

**Priority V****Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

**Priority VI****Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

**Priority VII****Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

**Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

“X” = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

## **Contractor/Sub-Contractor Information** (with Business Enterprise Verification)

Dear Contractor,

Please provide the information below:

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

Owner/President Name: \_\_\_\_\_

Co-Owner/Vice President Name: \_\_\_\_\_

Business/Contractor License #: \_\_\_\_\_

Contractor Section 3 Status: No \_\_\_\_\_ Yes \_\_\_\_\_

---

Sub-Contractor Company Name: \_\_\_\_\_

Sub-Contractor Owner/President Name: \_\_\_\_\_

Sub-Contractor Co-Owner/Vice President Name: \_\_\_\_\_

Sub-Contractor Business/Contractor License #: \_\_\_\_\_

Sub- Contractor Section 3 Status: No \_\_\_\_\_ Yes \_\_\_\_\_

**Contractor must check all that apply or "Not Applicable":**

A. Small Business Enterprise (SBE): \_\_\_\_\_

B. Disadvantaged Business Enterprise (DBE): \_\_\_\_\_

C. Minority-Owned Business Enterprise (MBE) please check below:

1. White Americans \_\_\_\_\_

2. Black Americans \_\_\_\_\_

3. Native Americans \_\_\_\_\_

4. Hispanic Americans \_\_\_\_\_

5. Asians/Pacific Americans \_\_\_\_\_

6. Hasidic Jews \_\_\_\_\_

D. Woman-Owned Business Enterprise (WBE): \_\_\_\_\_

E. Not Applicable: \_\_\_\_\_

Thank you for your cooperation!



# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

## 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

## 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

## 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

## 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

## 5. Termination for Convenience

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

## 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000.00 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 8. Changes

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

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
  - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.
- (f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

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

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

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

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 14. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding*—(i) *Withholding requirements.* The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*—(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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

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

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

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

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its recprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

---

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

## **INSURANCE REQUIREMENTS FOR CONSULTANTS**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors.

Contractor shall list "Housing Authority of the County of Merced" as the additionally insured on all Certificates of Insurance (COI) forms. Insurance cards are not acceptable, COI must show minimum limits of Insurance as noted in below section "2, minimum limits of Insurance"

### **I. MINIMUM SCOPE OF INSURANCE: Coverage shall be at least as broad as:**

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [required if scope of work includes driving on Authority property].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession

### **II. MINIMUM LIMITS OF INSURANCE: Consultant shall maintain limits no less than:**

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance: \$1,000,000 per occurrence.

**NOTE:** These limits can be attained by individual policies or by combining primary and umbrella policies

### **III. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved

by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **IV. OTHER INSURANCE PROVISIONS**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
2. For any claims related to this contract, The Consultant's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the consultant.

#### **V. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+: VI. Consultants must provide written verification of their insurer's rating.

#### **VI. VERIFICATION OF COVERAGE**

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Authority reserves the right to

require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

**VII. SUB-CONTRACTORS**

Use of sub-contractors must be pre-approved by the Authority. Consultant shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before the sub-contractor begins their work. All coverages for sub-contractors shall be subject to all of the requirements stated above.

1. Notwithstanding this provision, Consultant shall indemnify the Authority for any claims resulting from the performance or non-performance of the Consultant's sub-contractors and/or their failure to be properly insured