

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

TO BE HELD TELEPHONICALLY
December 14, 2021 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions

Members of the public may call:

Call In Number (669) 900-6833

Meeting ID: 862 1098 9330

Password: 397766

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to participate should call in using the teleconference information stated above. In addition to providing public comments using the above teleconference information, public comments, limited to 250 words or less, may also be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at publiccomment@hacsb.com and will be read into the record, limited to 3 minutes per comment. Some comments may not be read due to time limitations.

AGENDA

PUBLIC SESSION

- 1) Call to Order and Roll Call
- 2) Adopt Resolution No. 129 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) et seq., for the period of December 14, 2021 through January 13, 2022.
(Pages 1-5)
- 3) Additions or deletions to the agenda
- 4) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, you may do so during the meeting online or, alternatively, please submit your comments via email or

online by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less. Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> and email at publiccomment@hacsb.com. Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

CLOSED SESSION

5) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov't Code Section 54957.6:

HACSB designated negotiator/representative: Jennifer Dawson, Director of Human Resources

Employee organization: Teamsters Local 1932

DISCUSSION CALENDAR

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

6) Receive the Executive Director's Report for December 14, 2021.
(Page 6)

7) Receive update from staff on Emergency Housing Vouchers implementation.
(Page 7-8)

8) Adopt Resolution No. 131 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.
(Pages 9-13)

9) 1 – Authorize the Housing Authority of the County of San Bernardino to enter into a Pre-Development Loan Agreement and Promissory Note in an amount not to exceed \$2,185,341 with Housing Partners I, Inc., to serve as pre-development financing for the Valencia Grove and Arrowhead Grove revitalization projects, said Pre-Development Loan and Promissory Note to be executed in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof.

2 – Authorize and direct the Executive Director upon consultation with Legal Counsel, to execute and make modifications as necessary to the Pre-Development Loan Agreement and Promissory Note and the documents or exhibits attached to the Pre-Development Loan Agreement and Promissory Note and to execute all documents or certificates which are necessary or appropriate to carry out and close the transaction as contemplated in the Pre-Development Loan Agreement and Promissory Note.
(Pages 14-51)

10) Adopt Resolution No. 130 approving revisions to the Admissions and Continued Occupancy Plan governing the Housing Authority of the County of San Bernardino's public housing program.
(Pages 52-57)

11) 1 – Award contract No. PC1232, effective January 1, 2022, to S & Sons Electrical

Contractors Corporation for the electrical panel upgrades to the 98 units in the Los Olivos Public Housing community in the city of Upland, in an amount not to exceed \$509,500.

2 – Authorize and direct the Executive Director to execute and deliver the contract to S & Sons Electrical Contractors Corporation, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 58-154)

12) 1 – Approve a grant of easement and right of way to Southern California Edison, to use and maintain above ground electrical power system on real property owned by the Housing Authority of the County of San Bernardino, at 508 The Terrace in the City of Redlands.

2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.
(Pages 155-179)

13) 1 – Approve Amendment No. 3 to Contract No. PC973, effective January 1, 2022, with Kimball, Tirey, & St. John LLP for Eviction and Non-Eviction Services increasing the current contract by \$50,000 for a total amount not to exceed \$316,000 and extending the term through December 31, 2023.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Kimball, Tirey & St. John LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 180-185)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 14 - 17

14) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on October 12, 2021.
(Pages 186-195)

15) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on November 9, 2021.
(Pages 196-202)

16) Approve and file Agency-wide Financial Statements through August 2021.
(Pages 203-206)

17) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 2021.
(Pages 207-211)

18) Individual Board member Comments

19) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacs.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Cynthia Robinson at (909) 890-5388 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

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

December 14, 2021

FROM

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

SUBJECT

AB361 Brown Act Remote Meetings During a State of Emergency

RECOMMENDATION(S)

Adopt Resolution No. 129 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of December 14, 2021 through January 13, 2022.

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

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

On March 4, 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus including modification of certain requirements created by the Ralph M. Brown Act (Brown Act), the state's local agency public meetings law. The orders waived several requirements, including requirements in the Brown Act requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting, of which allowed teleconferencing of the meeting coupled with proper noticing to the public.

On March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic of which Government Code section 54953(e) *et seq.* further requires state or local officials have imposed or recommended measures to promote social distancing; or the legislative body of HACSB finds that meeting in person would present imminent risk to the health and safety of attendees.

On October 12, 2021, the Board adopted Resolution No. 125 (Item No. 10) authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the initial period of October 12, 2021 through November 11, 2021.

On November 9, 2021, the Board adopted Resolution No. 127 (Item No. 7) re-authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of November 12, 2021 through December 12, 2021.

Continue Resolution AB361 Brown Act Remote Meetings During a State of Emergency
December 14, 2021

At this time, due to a variety of factors related to the circumstances of the State of Emergency, including the County of San Bernardino's community transmission metric of "substantial" per the Centers for Disease Control and Prevention (CDC), the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, it is recommended that the HACSB Board of Commissioners meetings continue to be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e), as meeting in person would present an imminent risk to the health or safety of meeting attendees due to the aforementioned reasons.

Approval of this item finds that, as a consequence of the State of Emergency, the HACSB Board of Commissioners (Board) meetings shall be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e) et seq. and will allow for observation and participation by the Board Members and the public via Zoom teleconferencing and phone access through January 13, 2022.

In order to be prepared for the transition to full in person meetings in the future, we will continue work on making changes to both meeting rooms to transmit the board meetings to the training room in HACSB's administrative office, which would accommodate any overflow from the board room in order to maintain social distancing within both spaces.

If approved, this authorization will remain valid for an additional 30 days and per Government Code section 54953(e) and will need to be revisited every 30 days thereafter.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 1, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021-129

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ACKNOWLEDGING THE GOVERNOR'S STATE OF EMERGENCY DECLARATION AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF COMMISSIONERS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE INITIAL PERIOD OF DECEMBER 14, 2021 THROUGH JANUARY 13, 2022

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (Authority) is committed to preserving and nurturing public access, transparency, observation and participation in meetings of the Board of Commissioners (Board); and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, codified in Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Board and conduct its business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), codified in Government Code sections 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding teleconferencing, subject to the existence of certain conditions; and

WHEREAS, the initial required condition is that a state of emergency is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the Authority, caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic; and; and

WHEREAS, Government Code section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the Authority finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid increases of COVID-19 cases and hospitalizations

(<https://www.cdc.gov/coronavirus/2019-novel-coronavirus/variants/delta-variant.html>); and

WHEREAS, San Bernardino County currently has a Community Transmission metric of "substantial"; and

WHEREAS, the Board hereby acknowledges that such emergency conditions continues to exist in the Authority, such that meeting in person for the meetings of the Board would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Board hereby finds that due to the ongoing State of Emergency and the public health threat posed by COVID-19, the Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities of the Authority; and

WHEREAS, the Board hereby finds that, as a consequence of the State of Emergency, the Board shall conduct its meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Board affirms that it will allow for observation and participation by Board Members and the public via Zoom teleconferencing and phone access in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board hereby recognizes and acknowledges the existence and conditions of the State of Emergency as proclaimed by the Governor.

Section 3. Before the State of Emergency, the Authority met at a facility at which approximately 20 people would regularly attend, and periodically filling the meeting room to capacity and thereby limiting the ability of attendees to socially distance.

Section 4. As a result of the March 4, 2020, State of Emergency, and the highly contagious Delta variant, meeting in person at the meeting facilities of the Authority would present an imminent risk to the health or safety of attendees due to the unique characteristics of the size and capacity of its meeting location, the anticipated number of attendees, and the likely inability to socially distance. As such, the Board hereby authorizes the use of the remove teleconferencing

procedures for meetings of the Board, as authorized by Government Code section 54953(e) et seq., for the period of December 14, 2021 through January 13, 2022.

Section 5. The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, for all Board meetings.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 13, 2022, or such time the Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) SS.

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, December 14, 2021.

Secretary

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

December 14, 2021

FROM

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

SUBJECT

Executive Director's Report for December 14, 2021

RECOMMENDATION(S)

Receive the Executive Director's Report for December 14, 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the United States Department of Housing and Urban Development.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

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

December 14, 2021

FROM

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

SUBJECT

Emergency Housing Vouchers Update

RECOMMENDATION(S)

Receive update from staff on Emergency Housing Vouchers implementation.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

**HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.**

FINANCIAL IMPACT

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as this is a monthly informational update.

BACKGROUND INFORMATION

On September 14, 2021 (Item No. 8) the Board of Commissioners (Board) awarded a contract to Brilliant Corners for housing navigation services for HACSB's Emergency Housing Voucher (EHV) program in the amount of \$4,323,517. The contract is funded in part by supportive services fees received by HACSB from the U.S. Department of Housing and Urban Development (HUD) and the Emergency Solutions Grant (ESG) funds awarded by the County of San Bernardino. In conjunction with the approval of the contract, the Board requested monthly updates on the performance of the housing navigation process. This item is the second report as requested by the Board and as such this report will focus on preliminary data and other implementation related items. As the EHV program progresses and Brilliant Corners is further utilized, more information on the performance of the contract will be presented.

The EHV program launched on October 4, 2021, for HACSB to start receiving referrals. We are happy to state the program is off to a very successful start as far as referrals received. A breakdown of the referrals received as of December 1st is as follows:

Coordinated Entry System (CES)	Victim Service Providers (VSP)	Total submission to Date	Referred for Housing Search/Navigation	Housed
344	42	386	49	0

Emergency Housing Voucher Housing Navigation Status Update
December 14, 2021

The Victims Service Providers (VSP) whose referrals are reflected in the table above and that have signed the Memorandum of Understanding are listed below:

- Desert Sanctuary
- Family Assistance Program
- House of Ruth
- Option House
- Victor Valley Domestic Violence, Inc.

The data in the table represents about 7 weeks since the program was launched. As such the rate of referrals is very favorable and HACSB is pleased with the progress of the program thus far. These referrals have to be made eligible for a voucher by HACSB staff and incomplete applications continue to be a challenge. HACSB provided guidance and offered further training at the EHV partner meeting held on November 18th and will continue to do so at future partner meetings. Once a family has been issued an EHV, they will be referred to Brilliant Corners to provide assistance in securing a housing unit. It is still early to evaluate the effectiveness of Brilliant Corners as they have only been working with referrals for a few weeks. Early feedback from Brilliant Corners suggests clients do not want to take the units Brilliant Corners has identified and secured primarily in San Bernardino, but instead prefer the west end of the county and the high desert. Management will continue to have regular meetings with Brilliant Corners to monitor progress.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 07, 2021.

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

December 14, 2021

FROM

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

SUBJECT

Employee Handbook Policy Revisions

RECOMMENDATION(S)

Adopt Resolution No. 131 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

**HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.**

FINANCIAL IMPACT

Approval of the proposed revisions to the Employee Personnel Handbook does not have any financial impact to the Housing Authority of the County of San Bernardino's (HACSB) approved annual budget.

BACKGROUND INFORMATION

HACSB is planning to install a comprehensive internet-based networked video surveillance camera system at multiple HACSB facilities as a means to enhance overall safety, security, theft protection, and protection of propriety information. The surveillance cameras will be installed in exterior areas of buildings as well as in the lobbies of our larger offices.

Prior to installing such cameras, HACSB is proposing a new policy to the Employee Personnel Handbook, Policy 4012 Cameras in the Workplace (Policy 4012), to regulate the use of cameras and surveillance monitoring rules to protect the legal and privacy interests of HACSB, its employees, and the community. Policy 4012 requires advance approval by the Executive Director for installation of cameras and puts parameters on monitoring in the workplace. The policy also restricts personal camera use by employees to protect the privacy of clients, as well as stipulates that HACSB use of cameras must not violate federal, state laws or applicable law.

In addition to the policy, there will be set guidelines for surveillance equipment operators. The guidelines set forth definitions and requirements for the surveillance equipment operators which include proper training and use of equipment.

Staff request approval of Policy 4012 Cameras in the Workplace.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021-131

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO EMPLOYEE POLICY HANDBOOK

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) Employee Policy Handbook sets forth the terms and conditions of employment for all full-time and part-time employees; and

WHEREAS, the Employee Policy Handbook contains the employment policies and practices of HACSB in effect at the time of publication, and it supersedes all previous policies, rules, procedures and past practices of HACSB, both oral and written; and

WHEREAS, HACSB desires to amend its policies and procedures for the addition of Policy 4012 Cameras in the Workplace and its use of surveillance in the workplace.

OPERATIVE PROVISIONS

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the addition to the HACSB Employee Policy Handbook, policy section 4012 Cameras in the Workplace, of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, _____, 20 ____.

Secretary

4012 Cameras in the Workplace

The Agency regulates the use of cameras in the workplace. The objective of this policy is to regulate the use of cameras in order to protect the legal and privacy interests of the Agency, its employees, and the community.

Restrictions on Employee Camera Use

Employees are prohibited from using cameras or other visual recording devices in:

- Office areas where customer privacy may be compromised. For example, in briefings or one on one meetings with clients.
- Resident units where pictures are not needed for documentation of deficiencies or other work-related issue.
- Areas and/or meetings where proprietary Agency information could be disclosed.

Employees may record workplace activities that are not prohibited by law or do not compromise confidential information as described above. However, employees may not record certain workplace activities of other individuals without the individual's or Agency's consent.

Agency use of Cameras

The Agency has the right to install surveillance cameras in Agency Facilities for specific business reasons, such as safety, security, theft protection, or protection of proprietary information. The conduct of surveillance monitoring or recording, and the use of surveillance cameras at the Agency, are limited to uses that do not violate federal or state constitutional protections against unreasonable search and seizure or other applicable laws, including federal and state laws prohibiting wiretapping and electronic surveillance of oral communications. Additionally, surveillance cameras shall be used in a professional, ethical, and legal manner and shall avoid unnecessary intrusions upon individual civil liberties such as privacy, freedom of expression, and freedom of assembly.

All surveillance cameras will only be installed with advance approval of the Executive Director. Surveillance cameras are primarily used to record access at building entrances and exterior of the buildings. Only authorized personnel, as determined by the Executive Director, will be involved in, or have access to, surveillance monitoring.

This policy does not apply to the use of legally permissible wiretapping or electronic surveillance by law enforcement agencies during criminal investigations.

Surveillance Monitoring

The Agency may find it necessary to monitor work areas with surveillance cameras when there is a specific job- or business-related reason to do so. The Agency will do so only after first ensuring that such action is in compliance with state and federal laws.

Employees should not have any expectation of privacy in work-related areas, such as desks, work stations, storage areas, or Agency-owned vehicles.

Employee privacy in non-work areas (such as restrooms, locker rooms, residential areas) will be respected to the greatest extent possible, and no surveillance monitoring or recording shall be done in such areas.

Legal advice will be sought in advance in such rare cases where non-work-area privacy must be compromised.

Any records created as a result of surveillance monitoring or recording shall not to be used or disclosed, except in certain circumstances. Exceptions include a legitimate purpose related to employment or business functions, a requirement that the footage is presented to law enforcement, or a need for the footage in administrative, civil, or criminal proceedings. Furthermore, surveillance monitoring or recording shall not be done at meetings with employee representatives or union representatives, unless prior written consent is provided.

Information and images obtained through surveillance systems shall not be accessed, used, or disclosed except as outlined in this policy. All recordings shall be kept in accordance with the Agency's records retention policy.

Any employee violating this policy may be disciplined up to and including termination.

For specific guidelines and information on surveillance camera operation and use, employees may review the full guidelines on file with Human Resources.

Surveillance Camera Guidelines

Upon approval by the Executive Director, surveillance cameras may be installed in designated locations. Only approved Surveillance Equipment Operators will be granted access to any recordings collected.

Surveillance Equipment Operators

All surveillance equipment operators will:

1. Be trained on technical, legal, and ethical use.
2. Provide written acknowledgement that they have read and understand the Surveillance Camera Policy and Guidelines.
3. Perform their duties in accordance with the Surveillance Camera Policy and Guidelines in place.
4. Access surveillance images only to the extent permitted by the Surveillance Camera Policy.

Surveillance equipment operators are prohibited from:

1. Monitoring individuals based on characteristics of race, gender, ethnicity, national origin, sexual orientation, or disability.
2. Monitoring intimate behavior.
3. Viewing the non-work areas or interior of residential areas through windows, doors, or other means.
4. Duplicating images or permitting access to others to surveillance images except as specifically permitted by policy.
5. Using the surveillance equipment for viewing, recording, accessing or otherwise using a surveillance system or surveillance images in any manner that is inconsistent with policy and/or outside the scope of the usage approved by the Executive Director.

Surveillance equipment operators may use Agency authorized equipment for viewing of surveillance images and may not authorize unauthorized persons to access.

Any deliberate shut down of surveillance camera or systems must receive consent from the Executive Director.

Definitions

Surveillance Camera or Surveillance System: any system, camera, technology device, communications device, or process, used alone or in conjunction with a network for the purpose of the gathering, monitoring, and recording or storing an image or images of Housing Authority facilities and/or people in such facilities. Images captured by surveillance cameras may be real-time or preserved for review at a later date. Such devices may include, but are not limited to, closed circuit television, web cameras, real-time surveillance systems, and computerized visual monitoring.

Housing Authority Facilities: Surveillance cameras or systems may be installed on all Housing Authority owned, leased, or controlled property, both internal and external, and includes all buildings, offices, common areas, grounds, and all other spaces.

Surveillance Monitoring or Recording: the process of using surveillance cameras to observe, review, or store visual images for the purpose of deterring crime and protecting public safety and security.

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

December 14, 2021

FROM

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

SUBJECT

Pre-Development Loan to Housing Partners I, Inc. supporting revitalization efforts at Valencia Grove and Arrowhead Grove Projects

RECOMMENDATION(S)

1. Authorize the Housing Authority of the County of San Bernardino to enter into a Pre-Development Loan Agreement and Promissory Note in an amount not to exceed \$2,185,341 with Housing Partners I, Inc., to serve as pre-development financing for the Valencia Grove and Arrowhead Grove revitalization projects, said Pre-Development Loan and Promissory Note to be executed in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof.
2. Authorize and direct the Executive Director upon consultation with Legal Counsel, to execute and make modifications as necessary to the Pre-Development Loan Agreement and Promissory Note and the documents or exhibits attached to the Pre-Development Loan Agreement and Promissory Note and to execute all documents or certificates which are necessary or appropriate to carry out and close the transaction as contemplated in the Pre-Development Loan Agreement and Promissory Note.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

HACSB clients, programs, and properties are embraced by all communities.

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

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino (HACSB) has Capital Fund grant funding from the U.S. Department of Housing and Urban Development (HUD) specifically identified and set aside for the purpose of "Redevelopment Activities" under the annual Moving to Work (MTW) Plan. Specifically, HACSB has been allocated Demolition, Disposition Transitional Funding (DDTF) for units removed from the public housing inventory through a HUD approved disposition action. In 2018, HACSB was allocated \$1,105,833, followed by a 2019 allocation of \$1,079,508. Staff is proposing the combined DDTF amounts for 2018/19 of \$2,185,341 be loaned to our non-profit affiliate, Housing Partners I, Inc. (HPI), for the purpose described herein. Because the source of these funds are HUD grants, staff proposes that payments be deferred, and the loan forgiven once fully expended for program eligible uses pursuant to the HUD Capital Fund program.

BACKGROUND INFORMATION

Pre-Development Loan to Housing Partners I, Inc. supporting Valencia Grove and Arrowhead Grove revitalization Projects
December 14, 2021

On August 10, 2021, the Board of Commissioners adopted Resolution No.117 authorizing various actions to advance the development process for the Arrowhead Grove (former Waterman Gardens Public Housing) revitalization project in San Bernardino. Similarly, On September 14, 2021, the Board adopted Resolution No. 121 authorizing various actions to advance the development process for the Valencia Grove (former Orange-Lugonia Public Housing) revitalization project in Redlands. In both instances (HACSB is partnering with HPI for the development of the new project(s). HPI serves as the managing member, with HACSB as member, of an LLC created specifically to participate in ownership of each of the project(s). This is the format utilized in each of the previous construction phases (now completed) at both sites.

In order to continue the development momentum, staff is proposing that HACSB provide HPI with pre-development funding pursuant to the proposed Predevelopment Loan Agreement provided with this memo to cover various costs necessary to advance the project(s) for construction readiness for the next phase at each site. Such costs are primarily related to architecture and engineering but may also include fees required by the planning and/or building departments of the local jurisdiction(s) as related to project entitlement and permitting. In any event, staff will require HPI to provide full written documentation of costs incurred prior to release of any loan proceeds, which are anticipated to be requested on a “progress draw” basis. HACSB will review each draw request to confirm eligible use of funds as well as review and approve actual work completed to date in order to ensure HUD program compliance. The loan of the funds, which shall be forgivable upon successful completion of the project, is evidenced by the proposed Promissory Note provided with this memo.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

PREDEVELOPMENT
LOAN AGREEMENT

by and between

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

and

HOUSING PARTNERS I, INCORPORATED

Dated _____, 2021

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PREDEVELOPMENT LOAN AGREEMENT

This Predevelopment Loan Agreement (the "Agreement") is dated as of _____, 2021 (the "Effective Date"), and is by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public body, corporate and politic (the "Authority") and HOUSING PARTNERS I, INCORPORATED, a California nonprofit public benefit corporation ("Borrower").

RECITALS

A. Borrower is performing certain predevelopment activities associated with the development of real property located in the cities of Redlands and San Bernardino, San Bernardino County, California (collectively, the "Property").

B. Borrower has requested financial assistance from the Authority to fund the predevelopment activities associated with the development of the Property into affordable housing developments and community serving facilities (collectively, the "Development").

C. The Authority desires to provide Borrower financial assistance in the amount of _____ Dollars (\$_____) (the "Authority Loan") to assist Borrower fund certain predevelopment activities.

D. The Authority and Borrower desire to enter into this Agreement to establish certain terms and conditions relating to the Authority Loan.

NOW, THEREFORE, in consideration of the recitals hereof and the mutual promises and covenants set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.1 wherever used in this Agreement, unless otherwise provided:

- (a) "Agreement" means this Predevelopment Loan Agreement.
- (b) "Authority" means the Housing Authority of the County of San Bernardino, a public body, corporate and politic.
- (c) "Authority Executive Director" means the Authority Executive Director of the Authority or the Authority Executive Director's designee.
- (d) "Authority Loan" has the meaning set forth in Recital C.

(e) "Borrower" means Housing Partners I, Incorporated, a California nonprofit public benefit corporation, and its permitted successors and assigns.

(f) "Conceptual Site Plan" has the meaning set forth in Section 3.3 below.

(g) "Conditions Satisfaction Date" has the meaning in Section 3.1(c) below.

(h) "Construction Closing" means the date upon which all financing necessary for the construction of any new Improvements on the Property closes, and any deeds of trust related to such financing, are recorded against the Property.

(i) "Construction Plans" has the meaning set forth in Section 3.7 below.

(j) "Default" has the meaning set forth in Section 6.1 below.

(k) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(l) "Design Development Documents" has the meaning set forth in Section 3.4 below.

(m) "Development" means the Property and the Improvements.

(n) "Development Budget" has the meaning given in Section 3.6(a) below.

(o) "Effective Date" means the date first written above.

(p) "Financing Plan" has the meaning set forth in Section 3.6 below.

(q) "Financing Proposal" has the meaning set forth in Section 3.2 below.

(r) "Force Majeure" means the occurrence of one or more of those events described in Section 7.15, permitting an extension of time for performance of obligations under this Agreement.

(s) "Improvements" means any improvements to be constructed on the Property.

(t) "Land Use Approvals" means the permits and approvals necessary for the development of any Improvements on the Property, including, but not limited to, overall design and architectural review, general plan amendment and rezoning to the extent applicable, and environmental review.

(u) "Loan Documents" means this Agreement, the Note, and any other document or agreement evidencing the Authority Loan.

(v) "Note" means the Promissory Note of even date herewith that evidences Borrower's obligation to repay the Authority Loan.

(w) "Parties" means the Authority and Borrower.

(x) "Predevelopment Activities" means the activities to be performed by Borrower during the Term, as further described in Article 3 below.

(y) "Predevelopment Budget" means the budget, including sources and uses of funds to fund the Predevelopment Activities showing the percentage to be funded by the Authority Loan, as approved by the Authority, and attached hereto and incorporated herein as Exhibit B.

(z) "Predevelopment Costs" means the cost of performing the Predevelopment Activities as shown in the Predevelopment Budget.

(aa) "Property" has the meaning set forth in Recital A.

(bb) "Schedule of Performance" means the schedule for performance of the Predevelopment Activities that is attached as Exhibit A, as such may be modified pursuant to Section 3.1 below.

(cc) "Term" means the term of this Agreement and the Authority Loan which commences as of the Effective Date, and expires, unless sooner terminated in accordance with this Agreement, on December 31, 2023.

(dd) "Termination Notice" has the meaning set forth in Section 6.1(b).

(ee) "Transfer" has the meaning set forth in Section 4.12 below.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

EXHIBIT A: Schedule of Performance

EXHIBIT B: Predevelopment Budget

**ARTICLE 2
LOAN PROVISIONS**

Section 2.1 Loan.

Subject to satisfaction of the conditions set forth in Sections 2.5, the Authority shall lend to Borrower the Authority Loan for the purposes set forth in Section 2.3 of this Agreement.

Section 2.2 Interest.

(a) Subject to the provisions of Section 2.2(b) below, the outstanding principal balance of the Authority Loan will not bear interest.

(b) In the event of a Default, interest on the Authority Loan will begin to accrue, as of the date of Default and continue until such time as the Authority Loan funds are repaid in full or the Default is cured, at the Default Rate.

Section 2.3 Use of Funds.

(a) Borrower shall use the Authority Loan to fund certain Predevelopment Costs as set forth in the Predevelopment Budget. Borrower shall not use the Authority Loan for any other purpose without the prior written consent of the Authority.

(b) Borrower shall submit any revisions to Predevelopment Budget to the Authority for approval within ten (10) days of the date Borrower receives information indicating that actual Predevelopment Costs in any line item in the Predevelopment Budget vary or will vary by more than 10% from the costs for such line item shown on the Predevelopment Budget (as long as the total Predevelopment Budget amount does not increase), which approval shall not be unreasonably withheld.

Section 2.4 Security. The Authority Loan is unsecured.

Section 2.5 Disbursement Requirements.

The Authority is not obligated to make any disbursement of the Authority Loan for Predevelopment Costs, or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied:

(a) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement;

(b) Borrower has executed and delivered to the Authority the Note and this Agreement;

(c) Borrower demonstrates sufficient progress to the Authority that the Borrower is accomplishing the Predevelopment Activities in accordance with the Schedule of Performance;

(d) Borrower has updated the Predevelopment Budget as necessary to ensure that the Predevelopment Budget is a current and accurate reflection of the Predevelopment Costs; and

(e) The Authority has received a written draw request from Borrower setting forth the proposed uses of funds consistent with the Predevelopment Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred.

Section 2.6 Repayment of the Authority Loan.

The Authority Loan shall be repaid as follows:

(a) Due in Full. Subject to Section 2.6(c) (regarding forgiveness), Borrower shall pay all outstanding principal and accrued interest on the Authority Loan, in full, on the earliest to occur of (i) a Default, and (ii) the expiration of the Term.

(b) Right to Prepay. Borrower may prepay the Authority Loan at any time without premium or penalty.

(c) Forgiveness. The Authority shall forgive the Authority Loan upon the Construction Closing or upon termination of this Agreement pursuant to Section 6.1, provided that no Default has occurred and is continuing under this Agreement. Upon forgiveness at Construction Closing, this Agreement will terminate.

Section 2.7 Nonrecourse. The Authority Loan is nonrecourse to Borrower.

ARTICLE 3 PREDEVELOPMENT ACTIVITIES

Section 3.1 Predevelopment Activities.

(a) This Article 3 sets forth various Predevelopment Activities that Borrower shall seek diligently and in good faith to perform and achieve during the Term. Satisfaction of these conditions depends on performance by Borrower. Only the Authority can waive satisfaction of the conditions in this Article 3.

(b) The tasks described below shall be completed no later than the dates set forth in the Schedule of Performance attached to this Agreement as Exhibit A, subject to Force Majeure. The Schedule of Performance may be modified by the Borrower and by the Authority Executive Director on behalf of the Authority without formal amendment of this Agreement.

(c) Without affecting the validity of the deadline for any particular condition set forth in this Article 3, all conditions set forth in this Article 3 shall be satisfied by not later than the date set forth in the Schedule of Performance (the "Conditions Satisfaction Date"). Notwithstanding the above, no later than sixty (60) days prior to the Conditions Satisfaction Date, the Authority and Borrower shall meet and confer in good faith for a period of thirty (30) days to discuss the status of the Development and the Predevelopment Activities. If at the end of the thirty (30) day period the parties mutually determine additional time is necessary to complete the Predevelopment Activities and proceed to commencement of construction of the Development, the Authority agrees to amend the Schedule of Performance to allow for such additional time mutually agreed to by the parties. If at the end of the thirty (30) day period the parties do not agree on an extension of the Conditions Satisfaction Date, the Authority may terminate this Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement.

Section 3.2 Financing Proposal.

(a) Within the time set forth in the Schedule of Performance, Borrower shall submit to the Authority a Financing Proposal for the Development. The "Financing Proposal"

shall be Borrower's then current estimate of costs for financing the Development including all costs associated with construction and operation of the Development. The Authority shall review the Financing Proposal and shall either approve or disapprove the Financing Proposal in writing within thirty (30) days of receipt. If disapproved, the Authority shall give specific reasons in writing for disapproval and the required revisions to the previously submitted Financing Proposal. If the Financing Proposal is disapproved, Borrower shall resubmit a revised Financing Proposal within thirty (30) days of notification of disapproval. The Authority shall either approve or disapprove the submitted revised Financing Proposal within thirty (30) days of the date such revised Financing Proposal is received by the Authority.

(b) If the Borrower fails to submit a Financing Proposal within the time required by the Schedule of Performance, or if the Authority disapproves of the revised Financing Proposal, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement. Only upon Authority approval of a Financing Proposal will the condition of this Section 3.2 be deemed met.

(c) Borrower shall submit any material revision to an approved Financing Proposal to the Authority for its review and approval, which approval will not be unreasonably withheld. Any proposed revised Financing Proposal will be considered and approved or disapproved by the Authority in the same manner and according to the same timeframe set forth above for the initial Financing Proposal. Until a revised Financing Proposal is approved by the Authority, the previously approved Financing Proposal shall govern the financing of the Development.

Section 3.3 Conceptual Site Plan.

(a) Borrower shall cause preparation by a licensed architect of a Conceptual Site Plan and proposed elevations for the Development. Within the time set forth in the Schedule of Performance, Borrower shall submit such Conceptual Site Plan to the Authority for review. The "Conceptual Site Plan" and elevations shall describe the basic physical characteristics of the Development including the residential uses and commercial uses, if any, that will serve as a basis for Borrower's application for the Land Use Approvals and for the preparation of the Design Development Documents.

(b) The Authority shall review the Conceptual Site Plan and either approve or disapprove the Conceptual Site Plan within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the Authority requests be made in order to obtain approval. Borrower shall thereafter submit a revised Conceptual Site Plan within thirty (30) days of notification of disapproval incorporating the Authority's comments. The Authority shall either approve or disapprove the submitted revised Conceptual Site Plan within thirty (30) days of the date such revised Conceptual Site Plan is received by the Authority, and shall approve the revised Conceptual Site Plan if the requested changes have been made.

(c) If the Borrower fails to submit a Conceptual Site Plan within the time required by the Schedule of Performance, or if the Authority disapproves of the revised Conceptual Site Plan, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below

as applicable, and exercise its remedies pursuant to this Agreement. Only upon Authority approval of a Conceptual Site Plan will the condition of this Section 3.3 be deemed met.

(d) Participation by Borrower in the Authority's "preliminary review procedure" will satisfy the requirements of this Section 3.3. Approval by the Authority of the documents provided by Borrower to the Authority as part of the preliminary review procedure will be considered approval of the Conceptual Site Plan for the purposes of this Section 3.3.

Section 3.4 Design Development Documents.

(a) Borrower shall cause preparation by a licensed architect of Design Development Documents (the "Design Development Documents") for the Development. Within the time set forth in the Schedule of Performance, Borrower shall submit such Design Development Documents to the Authority for review. During the preparation of the Design Development Documents, Borrower shall communicate and consult informally, and shall hold regular progress meetings with Authority, as frequently as necessary to insure that the formal submittal of any plan or related document to the Authority can receive prompt consideration. The Design Development Documents shall be consistent with and in substantial conformity with the Conceptual Site Plan. The Design Development Documents shall consist of drawings, outline specifications and other documents to fix and describe the size, quality, and character of the Development as to architectural, and basic structural and mechanical systems. Specifically, the Design Development Documents shall indicate estimated structural dimensions, and delineation of site features and elevations, materials and colors, landscaping and other features. Key details shall be provided in preliminary form.

(b) The Authority shall review the Design Development Documents and either approve or disapprove the Design Development Documents within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the Authority requests be made in order to obtain approval. Borrower shall thereafter submit revised Design Development Documents within thirty (30) days of notification of disapproval. The Authority shall either approve or disapprove the submitted revised Design Development Documents within thirty (30) days of the date such revised Design Development Documents are received by the Authority, and shall approve the revised Design Development Documents if the requested changes have been made.

(c) If the Borrower fails to submit Design Development Documents within the time required by the Schedule of Performance, or if the Authority disapproves of the revised Design Development Documents, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement. Only upon Authority approval of Design Development Documents will the condition of this Section 3.4 be deemed met.

Section 3.5 Land Use Approvals.

(a) Within the time set forth in the Schedule of Performance, Borrower shall apply for all necessary Land Use Approvals (other than the building permit). Upon delivery of evidence of application for such permits and approvals to the Authority, this condition shall be

considered met. If Borrower fails to deliver such evidence within the time set forth in the Schedule of Performance, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement.

(b) Within the time set forth in the Schedule of Performance, Borrower shall exercise diligent good faith efforts to obtain all necessary Land Use Approvals (other than the building permit). Upon delivery of evidence of receipt of such permits and approvals to the Authority, this condition shall be considered met. If Borrower fails to deliver such evidence within the time set forth in the Schedule of Performance, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement.

Section 3.6 Financing Plan

(a) Within the time set forth in the Schedule of Performance Borrower shall submit for Authority approval a Financing Plan containing the following:

(1) An updated development budget (the "Development Budget") showing a "sources and uses" breakdown of the costs of constructing the Development based on a Financing Proposal previously approved by the Authority. The Development Budget may initially be based upon the Design Development Documents. After preparation of the Construction Plans, Borrower shall update the Development Budget to reflect any material cost changes resulting from the preparation of the Construction Plans.

(2) An operating proforma for the first thirty (30) years of operation of the Development including funding for the provision of supportive services. If the Development does not have a rental subsidy committed, the Financing Plan shall demonstrate that the target population can pay the proposed rents.

(3) Copies of all required funding commitments for construction and permanent financing for the Development, including a preliminary tax credit reservation and an executed commitment letter from an equity investor acceptable to the Authority.

(4) Any other information that is reasonably necessary to the Authority in determining that Borrower has the financial capability to pay all costs of constructing and operating the Development.

(b) As part of the Financing Plan submission, Borrower shall provide a preliminary service plan that identifies the types of services that may be provided to the elderly population depending on funding.

(c) The Authority shall review the Financing Plan to determine if, in the Authority's reasonable judgment, Borrower has the financial capability (taking into account all committed funds), to pay all realistically established costs of constructing and operating the Development. The Authority shall review the Financing Plan and shall either approve or disapprove the Financing Plan in writing within thirty (30) days of receipt. If disapproved, the Authority shall give specific reasons in writing for disapproval and the required revisions to the previously submitted Financing Plan. If the Financing Plan is disapproved, Borrower shall

resubmit, a revised Financing Plan within thirty (30) days of notification of disapproval incorporating the Authority's comments. The Authority shall either approve or disapprove the submitted revised Financing Plan within thirty (30) days of the date such revised Financing Plan is received by the Authority.

(d) If the Borrower fails to submit a Financing Plan within the time required by the Schedule of Performance, or if the Authority disapproves of the Financing Plan, the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement. Only upon Authority approval of a Financing Plan shall the condition of this Section 3.6 be deemed met.

(e) Borrower shall submit any material revision to an approved Financing Plan to the Authority for its review and approval. Borrower shall use good faith efforts to obtain replacement funding for any funding shown in the Financing Plan and for which through no fault of Borrower the commitment of which has not been received, or has been rescinded or reduced. Any proposed revised Financing Plan shall be considered and approved or disapproved by the Authority in the same manner and according to the same timeframe set forth above for the initial Financing Plan. Until a revised Financing Plan is approved by the Authority, the previously approved Financing Plan shall govern the financing of the Development.

Section 3.7 Construction Plans.

(a) Within the time set forth the Schedule of Performance, Borrower shall submit to the Authority for review, a copy of the Construction Plans for the Development. As used in this Agreement, "Construction Plans" means all construction documentation upon which Borrower and Borrower's contractor shall rely in constructing all the Improvements on the Property (including the dwelling units, landscaping, parking, and common areas) and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(b) The Authority shall review the Construction Plans and either approve or disapprove the Construction Plans within thirty (30) days after receipt. Any disapproval shall state in writing the specific reasons for the disapproval and specify in reasonable detail all of the changes the Authority requests be made in order to obtain approval. Borrower shall thereafter submit revised Construction Plans within thirty (30) days of notification of disapproval incorporating the Authority's comments. The Authority shall either approve or disapprove the submitted revised Construction Plans within thirty (30) days of the date such revised Construction Plans are received by the Authority, and shall approve the revised Construction Plans if the requested changes have been made.

(c) If the Borrower fails to submit Construction Plans within the time required by the Schedule of Performance, or if the Authority disapproves of the revised Construction Plans the Authority may terminate the Agreement pursuant to Section 6.1 or Section 6.2 below as applicable, and exercise its remedies pursuant to this Agreement. Only upon Authority approval of Construction Plans shall the condition of this Section 3.7 be deemed met.

ARTICLE 4 ONGOING OBLIGATIONS

Section 4.1 Periodic Reports.

During the performance of the Predevelopment Activities set forth in Article 3, Borrower shall on or about the first day of each month of the Term, and from time to time as reasonably requested by the Authority, provide the Authority with written progress reports regarding the status of the performance of the Predevelopment Activities.

Section 4.2 Inspections.

(a) Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the Authority and by public authorities during reasonable business hours for the purposes of determining compliance with this Agreement. Such inspections do not relieve Borrower, or its contractors, from any applicable requirement to obtain Authority inspections in connection with the Development and the construction of any Improvements.

(b) The Authority has no duty to visit the Development, or to observe or inspect it in connection with this Agreement and the Authority Loan. Any site visit or observation by the Authority is solely for the purpose of protecting the Authority's rights and interests under this Agreement and in making the Authority Loan. No site visit or observation by the Authority shall impose any liability on the Authority or result in a waiver of any default of Borrower. Neither Borrower nor any other party is entitled to rely on any site visit or observation by the Authority. The Authority owes no duty of care to protect Borrower or any other party against, or to inform Borrower or any other party of, any adverse condition affecting the Development in connection with this Agreement and the Authority Loan.

Section 4.3 Borrower Supervision of Predevelopment Activities.

(a) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the performance of the Predevelopment Activities, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, and consultants. Any review or inspection undertaken by the Authority with reference to the Predevelopment Activities is solely for the purpose of determining whether Borrower is properly discharging its obligations to the Authority, and should not be relied upon by Borrower or by any third parties as a warranty or representation by the Authority as to the quality of such work.

(b) Borrower shall not construct any Improvements on the Property without the prior written consent of the Authority. Borrower shall pay or otherwise discharge promptly all claims and liens for labor done and materials and services furnished in connection with the Property or the construction of any Improvements.

Section 4.4 Information.

Borrower shall provide any information reasonably requested by the Authority in connection with the ownership of the Development and performance of the Predevelopment Activities.

Section 4.5 Records.

(a) Borrower shall maintain complete, accurate, and current records pertaining to the Development for a period of five (5) years after the creation of such records and shall permit any duly authorized representative of the Authority to inspect and copy such records. Such records shall include all invoices, receipts, and other documents related to expenditures from the Authority Loan funds. Records must be kept accurate and current.

(b) The Authority shall notify Borrower of any records it deems insufficient. Borrower shall have twenty-one (21) days after the receipt of such a notice to correct any deficiency in the records specified by the Authority in such notice, or if a period longer than twenty-one (21) days is reasonably necessary to correct the deficiency, then Borrower shall begin to correct the deficiency within twenty-one (21) days and correct the deficiency as soon as reasonably possible.

Section 4.6 Audits.

Borrower shall make available to the Authority for examination, at reasonable intervals and during normal business hours, all books, accounts, reports, files, and other papers or property with respect to all matters covered by this Agreement, and shall permit the Authority to audit, examine, and make excerpts or transcripts from such records. The Authority may make audits of any conditions relating to this Agreement at the Authority's expense, provided however, if it is determined as a result of an audit that there has been a deficiency in a loan repayment to the Authority then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid, and Borrower shall pay all of the Authority's costs and expenses connected with the audit and review of Borrower's accounts and records that lead to discovery of the deficiency.

Section 4.7 Compliance with Laws.

(a) Borrower shall comply with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) the prevailing wage provisions of Sections 1770 *et seq.*, of the California Labor Code and implementing rules and regulations as set forth below, in performing the Predevelopment Activities.

(b) State Prevailing Wages. To the extent required by applicable law:

(1) Borrower shall pay and shall cause any consultants or contractors to pay prevailing wages in the performance of the Predevelopment Activities as those wages are determined pursuant to Labor Code Sections 1720 *et seq.*, to employ apprentices as required by Labor Code Sections 1777.5 *et seq.*, and the implementing regulations of the Department of

Industrial Relations (the "DIR").

(2) Borrower shall and shall cause the consultants and contractors to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR.

(3) Borrower shall and shall cause the consultants and contractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed are required by Labor Code Sections 1777.5 et seq.

(4) During the performance of the Predevelopment Activities Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR.

(5) Borrower shall cause its contractors and subcontractors performing the Predevelopment Activities to be registered as set forth in Labor Code Section 1725.5.

(6) Borrower shall cause its respective contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for performing the Predevelopment Activities to specify that:

(A) No contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the performance of the Predevelopment Activities unless registered with the DIR pursuant to Labor Code Section 1725.5.

(B) The performance of the Predevelopment Activities is subject to compliance monitoring and enforcement by the DIR.

(7) Borrower shall provide the Authority all information required by Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>).

(8) Borrower shall cause its contractors to post job site notices, as prescribed by regulation by the DIR.

(9) Borrower shall cause its contractors to furnish payroll records required by Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(c) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Authority) the Authority against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., to meet the conditions of Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of Labor Code Sections

1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the Predevelopment Activities or any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Authority Loan.

Section 4.8 Notices.

Borrower shall notify the Authority promptly in writing of any and all of the following:

- (a) Any litigation known to Borrower affecting Borrower, or the Property or Borrower's ability to timely perform its obligations under this Agreement, and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Borrower receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or Improvements fail in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations, or any change in the management of Borrower;
- (e) Any Default or event which, with the giving of notice or the passage of time or both, would constitute a Default; and
- (f) Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

Section 4.9 Federal Requirements.

- (a) During the Term Borrower shall comply with the following requirements (the "Federal Requirements"). In the event of any conflict between this Agreement and the Federal Requirements, the Federal Requirements will govern.

- (b) The Federal Requirements include (but are not limited to) the following:

- (1) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608.

(2) Discrimination against the Disabled. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.

(3) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 CFR Part 24; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.

(4) Labor Standards. The prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

(5) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3").

(A) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

a. that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

b. that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(B) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (1) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(C) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the County to comply with the reporting requirements of 24 C.F.R. 75.25.

(D) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(6) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 CFR Part 24.

(7) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 CFR Part 35.

(8) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 CFR Part 24.

(9) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 CFR Part 87.

Section 4.10 Non-Discrimination.

Borrower shall not discriminate or segregate in the ownership of the Property and performance of the Predevelopment Activities on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, disability, medical condition, familial status, source of income or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination.

Section 4.11 Insurance Requirements.

Borrower shall maintain the following insurance coverage throughout the Term:

(a) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Broadform Property Damage, and Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles, as applicable; provided, however, that if Borrower does not own or lease vehicles for purposes of this Agreement, then no automobile insurance shall be required.

(d) The required insurance shall be provided under an occurrence form, and Borrower shall maintain such coverage continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(e) Commercial General Liability and Comprehensive Automobile Liability insurance policies shall be endorsed to name as an additional insured the Authority, and its officers, agents, employees and members of the Authority Board of Commissioners.

(f) All policies and bonds shall contain (i) the agreement of the insurer to give the Authority at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the Authority; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the Authority and its authorized parties in connection with any loss or damage thereby insured against.

(g) If in connection with the use of the Authority Loan funds, death, serious personal injury, or substantial property damage occurs, Borrower shall immediately notify the Authority. Borrower shall promptly submit to the Authority a written report, in such form as may be required by the Authority, of all accidents which occur in connection with this Agreement. This report shall include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Borrower's consultant or contractor, if any; (3) name and address of Borrower's liability insurance carrier; and (4) a detailed description of the accident.

(h) Any design professionals working on the Property in direct contract with the Borrower shall maintain errors and omission coverage in a minimum amount of One Million Dollars (\$1,000,000).

Section 4.12 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of any rights and/or duties under the Loan Documents.

(b) No Transfer shall be permitted without the prior written consent of the Authority, which the Authority may withhold in its sole discretion. The Authority Loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

As a material inducement to the Authority's entry into this Agreement, Borrower hereby represents and warrants to the Authority as follows and acknowledges, understands, and agrees

that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Authority Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing, and in good standing under the laws of the State of California and have the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Borrower or any provision of the organizational documents of Borrower, or will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Authority Loan or impair the security to be given to the Authority pursuant hereto.

Section 5.2 Survival of Representations and Warranties.

All representations and warranties of Borrower shall survive the making of the Authority Loan and have been or will be relied on by the Authority notwithstanding any investigation made by the Authority.

ARTICLE 6 TERMINATION, DEFAULT AND REMEDIES

Section 6.1 No Fault Termination.

(a) Any of the following shall constitute a basis for the Authority or Borrower to terminate this Agreement without the fault of Borrower:

(1) Failure of Borrower despite diligent good faith efforts as determined by the Authority, to satisfy any of the requirements and conditions of Article 3.

(2) Borrower and the Authority determine in their reasonable discretion that predevelopment or construction costs relating to the physical condition of the Property or to the proposed Improvements are so expensive or burdensome as to make the Development financially infeasible.

(3) Borrower does not receive commitments of all projected financial assistance as shown in the Financing Plan or reasonable substitutions therefor, necessary to develop the Development, despite Borrower's good faith efforts to obtain such funding or replacement funding.

(b) No Fault Termination Remedy. Upon the happening of any of the above-described events, the Authority and Borrower shall meet and confer in good faith for a period not to exceed thirty (30) days to determine if a feasible and mutually acceptable alternate arrangement can be made to continue with the Development. If no agreement is reached by the parties within such thirty (30)-day period, at the election of the Authority, the Authority may provide written notice to Borrower of its intent to terminate this Agreement and exercise its remedies as set forth in Subsection (2) or (3) below (the "Termination Notice"). Upon the effective date of the Termination Notice, this Agreement will terminate and neither party shall have any rights against or liability to the other except for the provisions that state they survive termination of this Agreement.

Section 6.2 Events of Default.

The following shall constitute a "Default" by Borrower under this Agreement: failure of Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Authority to Borrower or, if the breach cannot be cured within thirty (30) days, Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within sixty (60) days.

Section 6.3 Default Remedies.

The occurrence of any Default hereunder and the expiration of all applicable notice and cure periods will, either at the option of the Authority or automatically where so specified, relieve the Authority of any obligation to make or continue the Authority Loan and shall give the Authority the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including, but not limited to, the following:

(a) Acceleration of Note. The Authority shall have the right to cause all indebtedness of Borrower to the Authority under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The Authority may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the Authority as a creditor and secured party under the law including the Uniform Commercial Code. Borrower shall be liable to pay the Authority on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the Authority in connection with the collection of the Authority Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Authority Loan.

(b) Specific Performance. The Authority shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The Authority shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Authority Loan. Borrower agrees to reimburse the Authority for any funds advanced by the Authority to cure a monetary default by Borrower upon demand therefore, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.4 Right of Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the Authority or the rights of the Authority hereunder.

Section 6.5 Remedies Cumulative.

No right, power, or remedy given to the Authority by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the Authority by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person or entity. Neither the failure nor any delay on the part of the Authority to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the Authority and Borrower or Borrower's agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the development of the Development, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower agrees to be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against the Authority, by any person Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the development of the Development, and Borrower shall include similar requirements in any contracts entered into for the development of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Entire Understanding of the Parties.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the Authority Loan.

Section 7.5 Indemnification.

Except as directly caused by the Authority's proven gross negligence or willful misconduct, Borrower agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Authority) the Authority, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens directly or indirectly arising out of or resulting from: (i) the making of the Authority Loan; (ii) Borrower's performance or non-performance of its obligations under this Agreement; or (iii) any act or omission of Borrower, any of its agents, employees, licensees, tenants, contractors, subcontractors or material suppliers, or other person or entity with respect to the Authority Loan. The provisions

of this Section 7.5 shall survive the repayment and cancellation of the Note, and termination of this Agreement.

Section 7.6 Non-Liability of Authority and Authority Officials, Employees and Agents.

No member, official, employee or agent of the Authority shall be personally liable to Borrower, or any successor in interest, in the event of any Default or breach by the Authority, or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Agreement. No officer, director, employee or agent of Borrower shall be personally liable to the Authority, or any successor in interest, in the event of any Default or breach by Borrower, or for any amount which may become due to the Authority or its successor or on any obligation under the terms of this Agreement.

Section 7.7 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.8 Action by the Authority.

Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, extension of time, waiver of condition, termination, or other action by the Authority is required or permitted under this Agreement, such action may be given, made, or taken by the Authority Executive Director without further approval by the Authority Board of Commissioners, and any such action shall be in writing.

Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies. The Authority Executive Director is also hereby authorized to approve, on behalf of the Authority, requests by Borrower for reasonable extensions of time deadlines set forth in this Agreement. The Authority shall not unreasonably delay in reviewing and approving or disapproving any proposal by Borrower made in connection with this Agreement.

Section 7.9 Waivers.

Any waiver by the Authority of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the Authority to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the Authority to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the Authority's written consent to future waivers.

Section 7.10 Notices, Demands and Communications.

Formal notices, demands, and communications between the Authority and Borrower shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified

mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Authority and Borrower as follows:

Authority:

Housing Authority of the County of San Bernardino
715 East Brier Drive
San Bernardino, California 92408
Attention: Executive Director

Borrower:

Housing Partners I, Incorporated
715 East Brier Drive
San Bernardino, California 92408
Attention: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt for delivery or refusal of delivery.

Section 7.11 Applicable Law and Venue.

This Agreement shall be governed by California law. Any action brought claiming a breach of this Agreement or interpreting this Agreement shall be brought and venued in San Bernardino County, California.

Section 7.12 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns. This Agreement is intended to run with the land and shall bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof shall inure to the benefit of the Authority and its successors and assigns.

Section 7.13 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.14 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless

the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.15 Force Majeure.

In addition to specific provisions of this Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs or other labor disturbances, one or more acts of a public enemy, war, riot, sabotage, blockade, embargo, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, court order, delays or failures of performance by any governmental authority or utility company (other than the acts or failure to act of the Authority under this Agreement and so long as the party seeking the extension has adequately complied with the applicable processing requirements of such governmental authority or utility company), delays resulting from changes in any applicable laws, rules, regulations, ordinances or codes, or a change in the interpretation thereof by any governing body with jurisdiction, or any other cause beyond the reasonable control or without the fault of the party claiming an extension of time to perform or an inability of performance. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and the Party granting the extension agrees to the extension in writing. In no event shall the Authority be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.16 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.16(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.16(a) is followed.

(b) The conflict of interest provisions of Section 7.16(a) above apply to any person who is an employee, agent, consultant, or officer of the Authority or any immediate family member of such person, or any elected or appointed official of the Authority, or any person related within the third (3rd) degree of such person.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[signatures on following page]

WHEREFORE, this Agreement has been entered into by the undersigned as of the date first above written.

BORROWER

HOUSING PARTNERS I, INCORPORATED,
a California nonprofit public benefit corporation

By:_____

Name:_____

Its:_____

AUTHORITY

HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO, a public body, corporate and
politic

By:_____

Maria Razo, Executive Director

EXHIBIT A
SCHEDULE OF PERFORMANCE

This Schedule of Performance summarizes the schedule for various activities under the Predevelopment Loan Agreement (the "Agreement") to which this exhibit is attached. The description of items in this Schedule of Performance is meant to be descriptive only, and shall not be deemed to modify in any way the provisions of the Agreement to which such items relate. Section references herein to the Agreement are intended merely as an aid in relating this Schedule of Performance to other provisions of the Agreement and shall not be deemed to have any substantive effect.

Whenever this Schedule of Performance requires the submission of plans or other documents at a specific time, such plans or other documents, as submitted, shall be complete and adequate for review by the Authority or other applicable governmental entity within the time set forth herein. Prior to the time set forth for each particular submission, Borrower shall consult with Authority staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

Action	Date
1. <u>Submission – Financing Proposal.</u> Borrower shall prepare and submit the Financing Proposal for Authority approval. [§3.2]	By.
2. <u>Approval – Financing Proposal.</u> The Authority shall approve or disapprove the Financing Plan. [§3.2]	Within 30 days after receipt of the Financing Proposal. Opportunity is provided in §3.2 for resubmission and further review of a disapproved Financing Proposal.
3. <u>Submission – Conceptual Site Plan.</u> Borrower shall prepare and submit the Conceptual Site Plan for Authority approval. [§3.3]	By.
4. <u>Approval – Conceptual Site Plan.</u> The Authority shall approve or disapprove the Conceptual Site Plan. [§3.3]	Within 30 days after receipt of the Conceptual Site Plan. Opportunity is provided in §3.3 for resubmission and further review of a disapproved Conceptual Site Plan.

Action	Date
5. <u>Application – Land Use Approvals.</u> Borrower shall apply for the Land Use Approvals and shall provide evidence of the same to the Authority. [§3.5(a)]	By
6. <u>Submission – Design Development Documents.</u> Borrower shall prepare and submit the Design Development Documents for Authority approval. [§3.4]	By
7. <u>Approval – Design Development Documents.</u> The Authority shall approve or disapprove the Design Development Documents. [§3.4]	Within 30 days after receipt of the Design Development Documents. Opportunity is provided in §3.5 for resubmission and further review of disapproved Design Development Documents.
8. <u>Receipt – Land Use Approvals.</u> Borrower shall obtain the Land Use Approvals and shall provide evidence of the same to the Authority [§3.5(b)]	By
13. <u>Submission – Financing Plan.</u> Borrower shall prepare and submit the Financing Plan for Authority approval. [§3.6]	Within 10 days after receipt of the equity information. Opportunity is provided in §3.7 for submission and further review of new equity information after disapproval of the initial equity information.
14. <u>Approval – Financing Plan.</u> The Authority shall approve or disapprove the Financing Plan. [§3.6]	By
15. <u>Submission – Construction Plans.</u> Borrower shall prepare and submit the Construction Plans for Authority approval. [§3.7]	Within 30 days after receipt of the Financing Plan. Opportunity is provided in §3.8 for resubmission and further review of a disapproved Financing Plan.
16. <u>Approval – Construction Plans.</u> The Authority shall approve or disapprove the Construction Plans. [§3.7]	Within 180 days after the Authority approves the Design Development Documents.

Action	Date
30. <u>Conditions Satisfaction Date.</u> Borrower shall satisfy all conditions in Article 3. [§3.1]	December 31, 2023

EXHIBIT B
Predevelopment Budget

PROMISSORY NOTE
(Predevelopment Loan)

\$_____

San Bernardino, California
_____, 2021

FOR VALUE RECEIVED, the undersigned HOUSING PARTNERS I, INCORPORATED, a California nonprofit public benefit corporation ("Borrower") hereby promises to pay to the order of the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public body, corporate and politic ("Holder"), the principal amount of _____ Dollars (\$_____) plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of _____ Dollars (\$_____) with interest for the funds loaned to Borrower by Holder to finance predevelopment costs pursuant to the Predevelopment Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement"). All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the outstanding principal balance of this Note bears no interest.

(b) If a Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.6 of the Loan Agreement. Subject to Sections 2.6(c) of the Loan Agreement (regarding forgiveness), the unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the earlier of (i) an event of Default, and (ii) December 31, 2022.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security; Nonrecourse. This Note is unsecured. The Loan is nonrecourse to the Borrower. Borrower shall not have any direct or indirect personal liability for payment of the principal of, and interest on, the Loan.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Housing Authority of the County of San Bernardino, 715 East Brier Drive, San Bernardino, CA 92408-2841, Attn: Executive Director, or to such other

place as Holder may from time to time designate. Except as otherwise set forth herein or in any other Loan Document, payments may be applied in such order and manner as Holder may determine in its sole and absolute discretion.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the payment of this Note and the release of any security provided to secure payment of this Note.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Default; Acceleration.

(a) Upon the occurrence of a Default and the expiration of applicable cure periods, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note will, at the option of Holder, become immediately due and payable without further demand. In addition to the right to accelerate the payment of this Note upon the occurrence of a Default, Holder shall have all rights and remedies described in the other Loan Documents.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of a Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that the due date for this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) This Note is one of the Loan Documents. This Note may not be modified except upon the written consent of the parties.

(f) Every provision of this Note is intended to be severable. In the event any term or provision of this Note is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable, and this Note will be construed as if such illegal, invalid or unenforceable provision had not been contained herein.

[signatures on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

HOUSING PARTNERS I, INCORPORATED, a
California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____

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

December 14, 2021

FROM

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

SUBJECT

Revisions to the Admissions and Continued Occupancy Plan Governing the Housing Authority of the County of San Bernardino's Public Housing Program.

RECOMMENDATION(S)

Adopt Resolution No. 130 approving revisions to the Admissions and Continued Occupancy Plan governing the Housing Authority of the County of San Bernardino's public housing program. (Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

HACSB clients, programs, and properties are embraced by all communities.

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

FINANCIAL IMPACT

Approval of the proposed revisions to the Admissions and Continued Occupancy Plan (ACOP) will have some financial impact to the Housing Authority of the County of San Bernardino's (HACSB) public housing operating budget due to potentially adding time to the eviction process for non-payment of rent. The amount is not expected to materially affect the budget and cannot be quantified at this time.

BACKGROUND INFORMATION

HACSB has one public housing multi-family community left in its public housing portfolio. This is a 98-unit community in the City of Upland named Los Olivos. As such any updates to the Public Housing program's ACOP only apply to this community and one single family home. HACSB's ACOP outlines the adopted policies that govern the Public Housing program. The ACOP is required of all public housing authorities administering a Public Housing program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reason for updating the ACOP currently is to comply with the HUD PIH Notice 2021-29 which requires all Public Housing Agencies (PHAs) to provide 30 days advanced notice of termination for non-payment of rent. In HACSB's approved 2012 MTW Plan, the Property Management Innovation Activity changed the HUD required 14-day notice to a 3-day notice, to be more in line with state requirements. This proposed revision will update the 3-day notice as previously approved by HUD to a 30-day notice of termination for non-payment of rent. This action will help support families who cannot pay rent by affording them more time to pay rent and avoid eviction. Attached are the proposed revisions to the ACOP with the redline changes.

Revisions to the Admissions and Continued Occupancy Plan Governing the Housing Authority of the County of San Bernardino's Public Housing Program.

December 14, 2021

To ensure compliance with HUD regulations it is recommended the Board of Commissioners adopt the resolution to approve the proposed changes to the ACOP.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021-130

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMISSIONS AND CONTINUED OCCUPANCY PLAN GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S PUBLIC HOUSING PROGRAM

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Admissions and Continued Occupancy Plan (ACOP) which outlines regulations necessary to administer the Public Housing program on behalf of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires public housing agencies to amend their ACOP to incorporate changes and define policy relative to administration of the Public Housing program; and

WHEREAS, HACSB desires to amend its policies and procedures as they relate to HUD regulatory waivers and recent Public and Indian Housing Notices.

OPERATIVE PROVISIONS

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the revisions to the ACOP governing the Housing Authority of the County of San Bernardino's Public Housing program, attached hereto as Exhibit "A" and incorporated by reference herein.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARDINO)

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, , 20 .

Secretary

|

Housing Authority of the County of San Bernardino

Affordable Housing Programs ACOP

Revised: February ~~December~~-2021

7.1.5.1 Late Fees and Nonpayment [24 CFR 966.4(b)(3)]

Any payments made by mail or placed in a drop box are made at the resident's risk and must be received by HACSB on or before the end of business on the due date. Payments received after the 5th calendar day will incur a \$50.00 late charge. If the family fails to pay their rent by the fifth day of the month, and the HACSB has not agreed to accept payment at a later date, a 3-day 30-day Notice to Pay or Quit will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises (Per PIH Notice 2021-29, PHA's must provide residents no less than 30 days advanced notification of lease termination due to non-payment of rent).²⁷ Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing.

The resident will incur a \$25.00 charge for the first dishonored check and \$35.00 for any subsequent dishonored check. After receiving any dishonored check, HACSB reserves the right to require all further payments from you to be made by money order, certified check or cashier's check.

If the family requests an informal settlement conference within the required timeframe, the HACSB will not take action for nonpayment of the fee until the conclusion of the process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

The lease provides that late payment fees are not due and collectible until three days after the HACSB gives written Notice to Perform. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action.

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for an informal settlement conference. The HACSB must not take the proposed action until the time for the resident to request an informal settlement conference has expired, or (if a conference was requested within the required timeframe,) the process has been completed.

²⁷ The FY 2011 Moving to Work Annual Plan included Activity 18: Property Management Innovation.

Housing Authority of the County of San Bernardino

Affordable Housing Programs ACOP

Revised: February December 2021

When the HACSB is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the resident is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the HACSB for eviction of the resident, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the HACSB, or for a drug-related criminal activity on or off the premises.

The HACSB will attempt to deliver notices of lease termination directly to the resident or an adult member of the household. If such attempt fails, the notice will be sent by firstclass mail the same day.

12.7.4. Timing of Notice [24 CFR 966.4(l)(3)(i)]

The HACSB must give written notice of lease termination of:

3-30 days advanced notice calendar days in the case of failure to pay rent¹ (Per PIH

- Notice 2021-29, PHA's must provide residents no less than 30 days advanced notification of lease termination due to non-payment of rent). This notice remains in effect until amended, superseded, or rescinded by HUD.
- 3 calendar days when the health or safety of other residents or Authority employees is threatened;
- 3 calendar days for violation criminal or drug-related activity; and
- Thirty (30) days for any other lease violations during the first year of tenancy and sixty days (60) after the first year of tenancy.

¹ The FY 2011 Moving to Work Annual Plan included Activity 18: Property Management Innovation which modified HUD requirements regarding the timing of notices.

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

December 14, 2021

FROM

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

SUBJECT

Electrical Panel Upgrades Contract with S & Sons Electrical Contractors Corporation

RECOMMENDATION(S)

1. Award contract No. PC1232, effective January 1, 2022, to S & Sons Electrical Contractors Corporation for the electrical panel upgrades to the 98 units in the Los Olivos Public Housing community in the city of Upland, in an amount not to exceed \$509,500.
2. Authorize and direct the Executive Director to execute and deliver the contract to S & Sons Electrical Contractors Corporation, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

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

FINANCIAL IMPACT

The total contract amount is not expected to exceed \$509,500 and will be funded through the Housing Authority of the County of San Bernardino's (HACSB) portfolio operating reserves and/or Public Housing Capital Funds.

BACKGROUND INFORMATION

HACSB is currently in the process of converting the Los Olivos 1941 public housing development under the Rental Assistance Demonstration (RAD) program. As part of the conversion process, a Capital Needs Assessment (CNA) was conducted for the property. Per the CNA, it was discovered that the current electrical panels are not within code due to the age of the equipment. Under normal circumstances this physical improvement would be conducted within 12 months after the RAD transaction closing; however, due to the safety concern and to meet code requirements, HACSB is recommending that this work be initiated prior to closing the RAD transaction, which is set to close in February, 2022.

PROCUREMENT

On September 28, 2021, HACSB issued a Request for Proposal (RFP) PC1232 for Electrical Panel Upgrades which resulted in the receipt of three proposals. Outreach efforts included email invitations to contractors and 114 vendor notifications through the agency's electronic bidding software, PlanetBids.com. The proposals were evaluated per the requirements of the Invitation for Bid (IFB) in which S & Sons Electrical Contractors Corporation had the best price, considered responsive, and determined best qualified to provide this service to HACSB.

Sealed bids were received by the deadline from the following organizations:		
<u>Contractors Name</u>	<u>Location</u>	<u>Total Proposed Amount</u>
S & Sons Electrical Contractors Corporation	Hesperia, California	\$509,500.00
Inter-Pacific, Inc.	Tustin, California	\$524,962.81
Pacific Lighting Mgmt. Inc.	Santa Ana, California	\$633,491.00

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for electrical panel upgrades to S & Sons Electrical Contractors Corporation.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

CONTRACT FOR CONSTRUCTION

PC1232 Los Olivos, Electrical Panel Upgrades

THIS CONTRACT FOR CONSTRUCTION AGREEMENT ("Agreement") is made as of the 14th day of December, 2021 by and between S & Sons Electrical Contractors Corporation ("Contractor"), and the Housing Authority of the County of San Bernardino, a public entity ("HACSB").

RECITALS

WHEREAS, HACSB is a public entity in San Bernardino County, State of California, committed to provide affordable and safe public housing for low and moderate income families; and

WHEREAS, Contractor has offered to provide certain services to HACSB, and HACSB wishes to retain Contractor for the provision of such services.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree as follows:

ARTICLE 1. Description of Work. Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Work"), which Work shall be performed in compliance with the plans and specifications described on Exhibit "A", attached hereto and incorporated herein. The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

ARTICLE 2. Time of Completion. Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 150 calendar days after the commencement date.

ARTICLE 3. Price. This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall not exceed \$509,500.00. This amount is full consideration for this Agreement as written.

ARTICLE 4. Payment. Unless otherwise specified, Payment shall be made in accordance with and in the manner specified in the General Conditions.

ARTICLE 5. Contract Documents. This Agreement incorporates by reference all of the following documents (the "Contract Documents"):

1. General Conditions (form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions, attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "D" and incorporated herein by reference.
4. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "E" and incorporated herein by reference.
5. Federal Labor Standards Provisions (form HUD-4010) as Exhibit "F" and incorporated herein by reference.
6. Applicable prevailing wages determined by the United States Department of Labor pursuant to Davis Bacon Wages as Exhibit "G": **General Decision Number: CA20200017 09/03/2021 MOD 12**
7. All agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement.

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

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

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

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

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

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

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

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

by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

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

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

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

ARTICLE 16. Warranty/Guarantee.

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

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

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

the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

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

ARTICLE 20. Designation of Subcontractors.

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

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

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

ARTICLE 23. Rights and Remedies of HACSB for Default.

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

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

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

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

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

If to HACSB:

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

If to Contractor:

Alejandro Gonzalez, Vice President
S & Son's Electrical Contracts Corporation
18442 Dallbly Avenue
Hesperia, California 92345
SandSonsecc@yahoo.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, HACSB and Contractor have entered into this Agreement as of the Effective Date.
December 14, 2021 (PC1232 Los Olivos, Electrical Panel Upgrades)

Date: _____

S & Son's Electrical Contracts Corporation

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit “A”

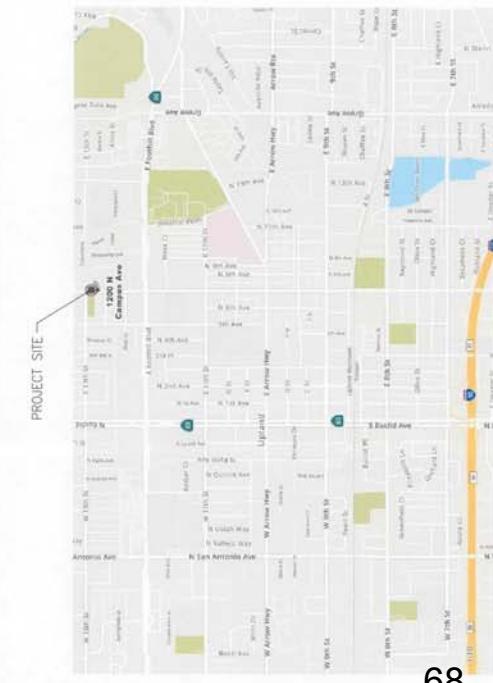
Scope Of Work



HOUSING AUTHORITY SAN BERNARDINO COUNTY

**LOS OLIVOS HOUSING COMPLEX
REPLACEMENT OF METER-LOAD CENTERS**

PROJECT PC# 1232



PROJECT LOCATION

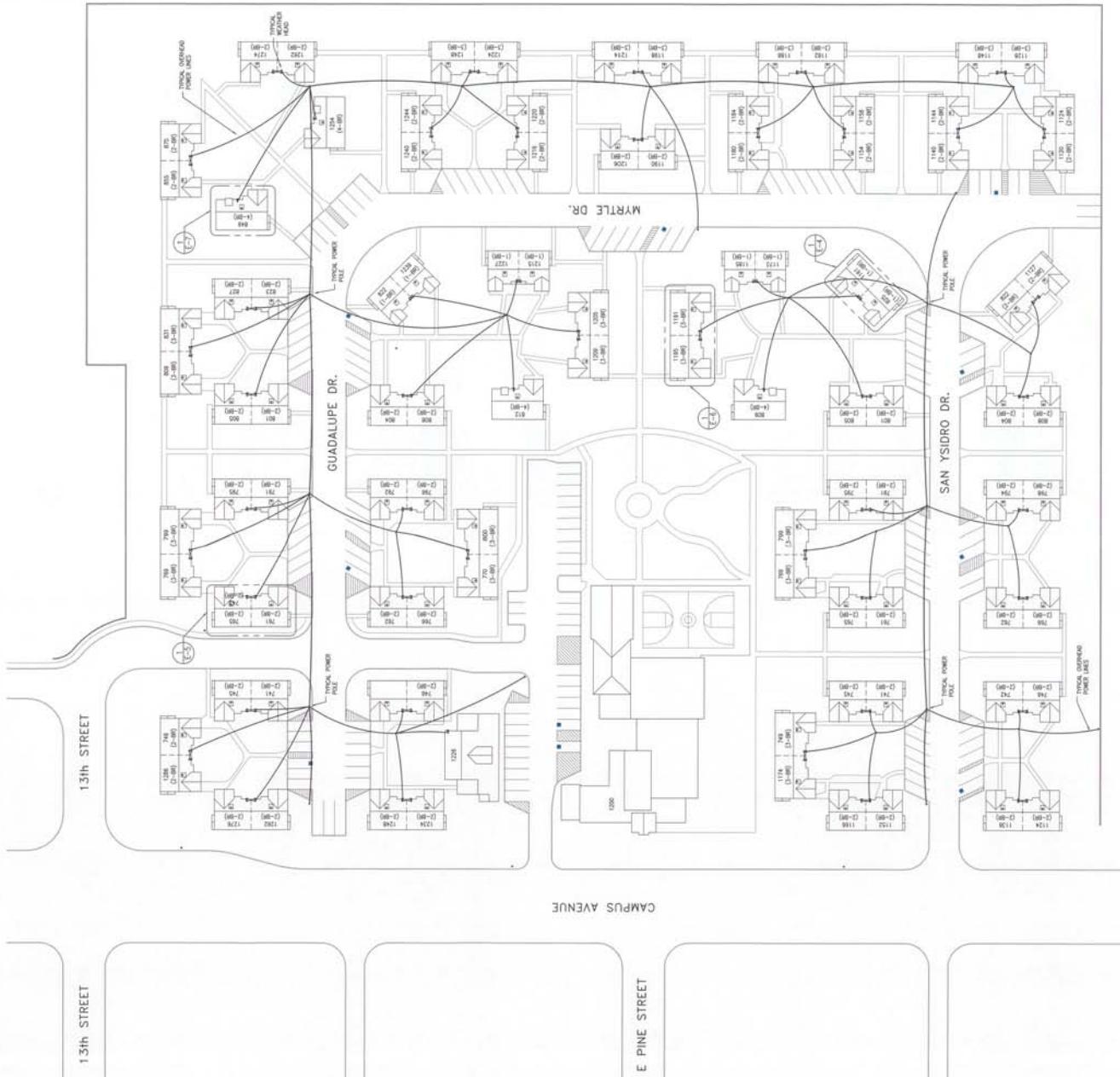


PROJECT LOCATION

CONSTRUCTION NOTES:

1. REPLACE ALL ELECTRIC METER-LOAD CENTERS.
2. REPLACE ALL NEMA 10 ENCLOSURES WITH DOORLESS UNICOD DOORS THAT PROVIDE SPACES PROTECTION FOR ELECTRIC METER LOAD CENTERS.
3. REPLACE ALL WATER HEADS AND PROTECTION THROUH ROOFS.
4. REPLACE ALL CONDUITS AND FEEDERS FROM METER-LOAD CENTERS THROUGH METER HEADS. SPLICE NEW FEEDERS TO EXISTING SIC OVERHEAD FEEDERS.
5. VERIFY ALL EXISTING BOXES, CABINETS, PANELS, WIRING, WALL, PLASTER, FRAMING, WEAHER PROOFING, SOUND ISOLATION, GROUNING, ETC. RELATED TO COMMERCIAL, RESIDENTIAL, BUILDING, CODE, UCC, ELECTRICAL CODE (NEC), NFPA 70, 24 ENERGY CODE, AND NATIONAL ELECTRIC CODE (NEC).
6. COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) ON HOW TO PROTECT FOR ELECTRIC METER, FEEDERS, GROUNDS, AND CLEARANCE.
7. PROVIDE ISOLATION AND PROTECTION FOR RESIDENTS' PROPERTIES AND SAFETY AND EXISTING IMPROVEMENTS TO REMAIN.
8. COORDINATE WITH HCA-COB ON REQUIREMENTS FOR CEMENT PLASTER, EXTERIOR WALL, PAINT AND COLOR, ROOFING MATERIALS, BUILDING INSULATION AND WATER PROOFING, AND COMMUNITY.

1-BEDROOM	=	8 UNITS
2-BEDROOM	=	64 UNITS
3-BEDROOM	=	22 UNITS
4-BEDROOM	=	4 UNITS
TOTAL	=	98 UNITS



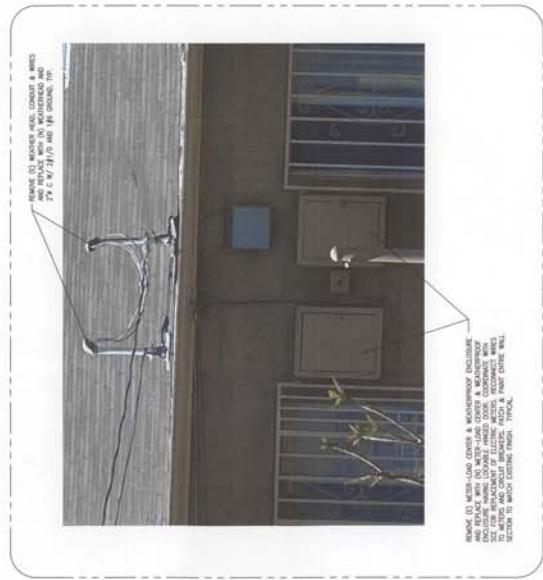


EXISTING ELEVATIONS

3

EXISTING ELEVATION

72







EXISTING ELEVATIONS



PROCUREMENT AND CONTRACTS DEPARTMENT
715 E. BRIER DRIVE, SAN BERNARDINO, CA 92408
(909) 890-0644 FAX (909) 915-1831
<https://hacsb.com/do-business-with-us/>

ADDENDUM #1 Question and Answer

IFB PC1232 Los Olivos Electrical Panel Upgrade RAD

1. Please clarify whether the bid has to be Electronic or mail? The main section calls for Electronic bid but elsewhere in the documents, mail-in bids are mentioned
 - All bids are to be delivered online electronically through Planetbids.com
2. Has a Southern California Edison (SCE) contact been established for this project? Please provide contact details.
 - S.C.E has been contacted. Details will be provided.
3. Section 3; Must qualified employees work on the subject project or can they work on just company projects other than this project?
 - Please visit H.U.D. for requirements of Section 3 [Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](http://Section 3 - Economic Opportunities | HUD.gov / U.S. Department of Housing and Urban Development (HUD))
4. What does the scope of verification of wiring include?
 - For each circuit breaker, verify the wire sizes, conditions, and connected loads.
5. Problems/ violations reporting: Is there any scope beyond verifying and reporting existing problems on various homes?
 - Just verify and report existing wire sizes, conditions and connected loads for each circuit.
6. Do we have to measure present loads and label circuits by each load?

- Just verify and report existing wire sizes, conditions and connected loads for each circuit.

7. Do we have to make new holes for conduit penetration or can the existing holes be used to route new conduits?

- It is the contractor's best means and method on carrying out construction work.

8. Can we use existing ground connection or new ground connection needs to be established? Are there one or two grounds that exist at these residences? If only one ground exists, do we need to put in new additional ground connection?

- There may not be any existing ground rods at each residence. The contractor shall provide an itemized cost for 2 ground rods per residence. If only one ground rod is required per residence, a credit shall be given to HACSB for the second ground rod installation.

9. Do existing conduits have to be replaced, particularly, if they are found to be in good condition.

- The contractor shall provide an itemized cost for replacement of conduits. If a conduit is found not required during construction, a credit shall be given to HA-SBC for a non-replacement of conduit.

10. Is the Meter Load Center/ Panel rated NEMA 1 as mentioned on Sheet E3 of the scope of work document? On Sheet E4, weatherproof enclosure is mentioned. We think NEMA 3 is the correct choice?

- If NEMA 3R Meter Load Centers were provided and installed, the weatherproof enclosures would not be required. The installation of NEMA 3R load centers shall be weatherproof compatible with the existing plaster wall construction. The entire replacement shall be weatherproof.

11. Are aluminum panels allowed? It seems that aluminum panels are acceptable to SCE! Some large electrical manufacturers don't seem to have readily available copper meter panel and have standardized around an aluminum meter-panel combination?

- NEMA 3R load centers with Aluminum buses of the specified capacities are acceptable.

12. What type of roof exists on the residential units?

- 25 year shingle, Owens Corning

Exhibit “B”

General Conditions HUD 5370

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Clause		Page	Clause		Page
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13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
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1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

(b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect's duties and responsibilities may include but shall not be limited to:

- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
- (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
- (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
- (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

(b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

(a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."

(b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

(c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

(a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

(1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.

(3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.

(4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.

(5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

(6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

(c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

(a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

(b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.

(h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.

(i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

(a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.

(i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.

(j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

this contract within calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(a) The PHA shall pay the Contractor the price as provided in this contract.

(b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.

(c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

(d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 15 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: _____

Title: _____

Date: _____

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

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

(a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.

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

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

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

31. Disputes

(a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.

(f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$250.00 per day for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

(b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

(c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for 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.

35. Assignment of Contract

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

36. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00

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 \$ 1,000,000.00
[Contracting Officer insert amount] per occurrence.

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

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

37. Subcontracts

(a) Definitions. As used in this contract -

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

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

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

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

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3), (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training including apprenticeship.

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

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

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

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

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

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

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

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

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

41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

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

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

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

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) Payrolls and basic records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

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

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

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

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

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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

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

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(i) Certification of eligibility.

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

Exhibit “C”

ADDITIONAL GENERAL PROVISIONS

ADDITIONAL GENERAL PROVISIONS

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

8. INSPECTION, ACCEPTANCE AND REJECTION:

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

9. SAMPLES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.

14. FORCE MAJEURE: Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

- a. Acts of God or of the public enemy, and
- b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at

Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California ad other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**

- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
- b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,
 - ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
- d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
- e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

- i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
- ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
- iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
- iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. COVENANT AGAINST GRATUITIES: Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. COMPLIANCE WITH DAVIS-BACON ACT: For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000): In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.

26. EQUAL EMPLOYMENT OPPORTUNITY: For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. NONDISCRIMINATION CLAUSE:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to

comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

31. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

32. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

33. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

34. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

35. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

36. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will

immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

37. **DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

Exhibit “D”

Performance-Payment Bond

PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we _____ (Contractor) _____, a _____ (corporation) hereinafter called "Principal" and _____ (Surety) of _____, State of _____, hereinafter called the "Surety", are held and firmly bound unto _____ (Owner) _____ of _____ (City and State), hereinafter called "Owner" in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

[END – SIGNATURES FOLLOW NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

“PRINCIPAL”

(Principal) Secretary

BY: _____

NAME: _____

(Seal)

Witness as to Principal

(Address – Zip Code)

“SURETY”

(Surety) Secretary

BY: _____

NAME: _____

ITS: Attorney-in-Fact

(Seal)

(Address – Zip Code)

Witness as to Surety

(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

Exhibit “E”

STIPULATION OF LIEN

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
715 E. BRIER DRIVE
SAN BERNARDINO, CA 92408-2841
(909) 890-0644 FAX (909) 890-4618

STIPULATION OF LIEN

Contract Number: PC1232 Los Olivos, Electrical Panel Upgrade

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number PC1232 will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.
2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this
____ day of _____, 20____.

By: _____

Title: _____

NAME AND ADDRESS OF CONTRACTOR:

Sworn before me this _____ day of _____, 20____.

(Notary Public)

My Commission Expires _____
(Date)

Exhibit “F”

Federal Labor Standards Provisions
(form HUD-4010)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit “G”

Applicable prevailing wages determined by the
United States Department of Labor pursuant to the
Davis-Bacon Act.

Superseded General Decision Number: CA20200017

State: California

Construction Type: Residential

Counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara and Ventura Counties in California.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	01/15/2021
3	01/22/2021
4	02/05/2021
5	02/12/2021
6	03/05/2021
7	03/19/2021
8	04/23/2021
9	07/23/2021
10	08/06/2021
11	08/20/2021
12	09/03/2021

ASBE0005-002 07/05/2021

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of
all insulating materials,

protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 47.25	24.45
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 28.92	18.73

ASBE0005-004 07/01/2019

Rates	Fringes
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Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....\$ 20.63	12.17
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* BRCA0004-001 05/01/2020

Rates	Fringes
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Bricklayer; Marble Setter Los Angeles County.....\$ 41.53	19.48
Orange County.....\$ 41.39	18.95
Riverside & San Bernardino Counties.....\$ 41.48	18.63
Ventura County.....\$ 41.39	18.81

*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0004-004 11/01/2019

IMPERIAL

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 49.50	18.15
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* BRCA0004-009 05/01/2020

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

Rates	Fringes
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BRICKLAYER; MARBLE SETTER.....\$ 41.83	17.51
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*The wage scale for prevailing wage projects performed in
Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
Palms, Needles and 1-15 corridor (Barstow to the Nevada
State Line) will be Three Dollars (\$3.00) above the
standard San Bernardino/Riverside County hourly wage rate

BRCA0018-001 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65

BRCA0018-002 06/01/2019

SAN LUIS OBISPO AND SANTA BARBARA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-003 06/01/2019

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO &
VENTURA

	Rates	Fringes
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-003 07/01/2019

	Rates	Fringes
Drywall		
(1) Work on Wood-Framed Single Family Homes, and Wood-Framed Apartment Buildings up to and including 4 Stories		
Drywall Installer/Lather....	\$ 29.97	13.53
Stocker/Scrapper.....	\$ 18.02	8.37
(2) All other Work		
Drywall Installer/Lather....	\$ 50.35	13.53
Stocker/Scrapper.....	\$ 18.02	8.37

CARP0409-004 07/01/2019

Work on wood frame single family homes and apartments up to and
including 4 stories:

	Rates	Fringes
CARPENTER		
Cabinet installer.....	\$ 39.21	13.53
Fence builder.....	\$ 37.66	13.37
Framer & finish carpenter....	\$ 39.50	13.53
Insulation installer.....	\$ 24.02	13.21
Roof loader of shingles.....	\$ 29.16	13.53
Shingler.....	\$ 38.65	13.53
Subterranean garage		

concrete construction and
carpenters performing on
grade slab concrete
construction.....\$ 38.13 13.53

CARP0409-009 01/01/2019

Rates Fringes

Modular Furniture Installer.....\$ 19.85 6.66

ELEC0011-003 12/28/2020

LOS ANGELES

Rates Fringes

ELECTRICIAN (does not include
fire alarm, hold-up alarm,
burglar alarm and
surveillance systems).....\$ 30.00 3%+6.80

ELEC0011-006 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

LOS ANGELES COUNTY

Rates Fringes

Communications System
Installer.....\$ 41.52 3%+14.33
Technician.....\$ 33.30 3%+27.82

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0413-002 09/01/2020

SANTA BARBARA COUNTY

Rates Fringes

Electricians.....\$ 34.00 3%+3.50

WORK AT VANDENBERG AFB: \$3.75 additional per hour.

ELEC0413-004 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

SANTA BARBARA COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 39.07	3%+14.21

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0440-002 12/28/2020

RIVERSIDE

	Rates	Fringes
ELECTRICIAN.....	\$ 46.75	3%+23.67

ELEC0440-005 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

RIVERSIDE AND SAN BERNARDINO COUNTIES

	Rates	Fringes
Communications System		
Installer.....	\$ 37.60	3%+15.84
Technician.....	\$ 33.09	15.89

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarms.

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function;

excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

ELEC0441-002 03/01/2021

ORANGE

	Rates	Fringes
ELECTRICIAN.....	\$ 29.77	9.74

ELEC0477-003 12/28/2020

SAN BERNARDINO

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	3%+7.80

* ELEC0569-003 08/30/2021

IMPERIAL

	Rates	Fringes
ELECTRICIAN		
1 to 3 Stories.....	\$ 37.28	7.98

ELEC0639-002 03/01/2017

SAN LUIS OBISPO

	Rates	Fringes
ELECTRICIAN.....	\$ 23.50	7.72

ELEC0639-003 12/01/2019

COMMUNICATIONS AND SYSTEMS WORK

SAN LUIS OBISPO COUNTY

	Rates	Fringes
Communications System		
Installer.....	\$ 36.72	14.76
Technician.....	\$ 30.89	11.66

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function;

excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

ELEC0952-002 07/26/2021

VENTURA

Rates	Fringes
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CABLE SPLICER

All work within 32 road miles or less from the nearest base point.....\$ 47.85	28.59
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ELECTRICIAN

All work within 32 road miles or less from the nearest base point.....\$ 43.50	28.46
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ALL WORK MORE THAN 32 ROAD MILES FROM NEAREST BASE POINT:
Add \$5.00 to the basic hourly rate. BASE POINTS: the main Post Office in the cities of Camarillo, Oak View, Oxnard, Santa Paula and Ventura.

ELEC0952-004 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

VENTURA COUNTY ONLY

Rates	Fringes
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Communications System

Installer.....\$ 39.82	14.78
Technician.....\$ 30.10	12.78

SCOPE OF WORK: Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background - foreground music, intercom and telephone interconnect, microwave transmission, multi-media, multiplex, nurse call systems, radio page, burglar alarms and fire alarm (see last paragraph below).

Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems.

Fire alarm work shall be performed at the current inside electrician total cost package.

SAN LUIS OBISPO

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 72.10	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ELEV0018-004 01/01/2021

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-001 07/01/2018

	Rates	Fringes
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OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment

GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 7.....	\$ 49.18	25.25
GROUP 8.....	\$ 48.19	25.25

GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 49.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine oerprator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (side steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economic or

similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Scree operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or mulch truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator (including water wells); Hydrographic seeder machine operator (straw, pulp or seed); Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 7: Welder - General

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary

drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and

similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

IRON0433-006 07/01/2020

Rates	Fringes
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IRONWORKER

Fence Erector.....\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00220-003 07/01/2019

Residential, 4 Stories

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

Rates	Fringes
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LABORER

GROUP 1.....\$ 35.24	20.09
GROUP 2.....\$ 35.79	20.09
GROUP 3.....\$ 36.34	20.09
GROUP 4.....\$ 37.89	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonemason, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger;

Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00220-006 07/01/2021

SAN LUIS OBISPO AND SANTA BARBARA COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB00300-002 07/01/2021

LOS ANGELES COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB00300-004 07/01/2019

Residential, 4 Stories

LOS ANGELES COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09

GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering

and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00300-006 03/01/2021

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 37.49	21.88

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos containing material and toxic waste (including lead abatement and any other toxic material), encapsulation, enclosure and disposal of asbestos containing materials and toxic waste (including lead abatement and any other toxic materials) by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00300-007 07/01/2020

Residential, 3 Stories and under

	Rates	Fringes
Laborers		
(1) Cleanup, Fencing		

(Chain Link or Wood),		
Landscaping.....	\$ 34.91	17.79
(2) All Other Work.....	\$ 35.91	17.79

LAB00585-002 07/01/2019

Residential, 4 Stories

VENTURA COUNTY

Rates	Fringes
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LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging andsignaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonemason, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete

pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00585-004 07/01/2021

VENTURA COUNTY

Rates	Fringes
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Brick Tender.....	\$ 35.82	20.45
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LAB00652-002 07/01/2019

Residential, 4 Stories

ORANGE COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of sheet bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonemason, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold,

creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00652-004 07/01/2021

ORANGE COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB00783-003 07/01/2019

Residential, 4 Stories

SAN BERNARDINO COUNTY

	Rates	Fringes
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LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shear bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein;

operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in theditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic,conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting,Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB00783-006 07/01/2021

SAN BERNARDINO COUNTY

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB01184-001 07/01/2021

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer....	\$ 38.89	17.10
(2) Vehicle Operator/Hauler.	\$ 39.06	17.10
(3) Horizontal Directional Drill Operator.....	\$ 40.91	17.10
(4) Electronic Tracking Locator.....	\$ 42.91	17.10

Laborers: (STRIPPING/SLURRY SEAL)

GROUP 1.....	\$ 40.10	20.12
GROUP 2.....	\$ 41.40	20.12
GROUP 3.....	\$ 43.41	20.12
GROUP 4.....	\$ 45.15	20.12

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01184-003 07/01/2019

Residential, 4 Stories

IMPERIAL AND RIVERSIDE COUNTIES

Rates	Fringes
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LABORER

GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general

clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of sheet bolt holes; Dry packing of concrete and patching; post hole digger (manual); Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Slurry seal crew (mixer operator, applicator operator, squeegee person, shuttle person, top person), filling of cracks by any method on any surface; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asbestos abatement; Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curb, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonemason, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer (lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials (""applying"" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborer's work; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Power post hole digger; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Any worker exposed to raw sewage; Asphalt raker, lute person, ironer, asphalt dump person and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger;

Laborer, asphalt-rubber distributor boot person; Laser beam in connection with laborers' work; Over-size concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast; Traffic lane closure, Certified.

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all types of mechanical drills without regard to the form of motive power; Toxic waste removal; Boring system electronic tracking locator

LAB01184-005 07/01/2021

IMPERIAL AND RIVERSIDE COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 35.82	20.45

LAB01414-002 08/05/2020

	Rates	Fringes
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Laborers: (1 to 3 Stories)		
Plaster Clean-Up Laborer.....	\$ 34.03	21.01
Plaster Tender.....	\$ 36.58	21.01
Laborers: (4 Stories)		
Plaster Clean-up Laborer.....	\$ 34.03	21.01
Plaster Tender.....	\$ 36.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
Coronado Naval Amphibious Base, Fort Irwin, George AFB,
Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

PAIN0036-005 07/01/2019

	Rates	Fringes
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PAINTER (including lead abatement)

Imperial, Los Angeles,
Orange, Riverside & San
Bernardino

(1) Repaint.....	\$ 28.59	15.97
(2) All other work.....	\$ 32.12	16.09
(3) Journeyman &		
Industrial.....	\$ 34.02	16.49
San Luis Obispo, Santa		
Barbara & Ventura		
(1) Repaint.....	\$ 25.40	15.87
(2) All other work.....	\$ 30.04	16.03
(3) Journeyman &		
Industrial.....	\$ 34.02	16.49

PAIN0036-011 10/01/2020

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN
LUIS OBISPO, SANTA BARBARA AND VENTURA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 27.11	17.51

PAIN0036-014 10/01/2020

IMPERIAL

	Rates	Fringes
GLAZIER.....	\$ 45.55	18.06

PAIN0036-018 01/01/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA
AND VENTURA

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condo,
from the third (3rd) floor and up. Additional \$1.25 per
hour for work on the outside of the building from a swing
stage or any suspended contrivance, from the ground up.

PAIN0036-020 01/01/2021

IMPERIAL

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

PAIN0169-007 06/01/2020

SAN LUIS OBISPO

	Rates	Fringes
GLAZIER.....	\$ 40.00	26.76

PAIN1247-003 01/01/2021

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 38.75	14.03

PLAS0200-002 08/04/2021

IMPERIAL, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO,
SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
PLASTERER		
1 - 3 stories.....	\$ 42.74	18.39
4-stories.....	\$ 45.77	18.39

PLAS0500-003 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$	38.50	25.91

PLUM0016-011 09/01/2020

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 41.62	20.63

PLUM0250-001 09/04/2017

LOS ANGELES AND ORANGE

	Rates	Fringes
REFRIGERATION MECHANIC		
Refrigeration Fitter.....\$	45.50	21.65

PLUM0345-001 09/01/2020

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	35.30	24.10
Sewer & Storm Drain Work....\$	39.39	21.48

ROOF0036-001 09/15/2020

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS
OBISPO, SANTA BARBARA AND VENTURA

	Rates	Fringes
Roofer.....\$	38.74	17.42

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

* ROOF0045-003 07/01/2021

IMPERIAL

	Rates	Fringes
Roofer.....	\$ 37.75	10.24

SFCA0669-005 01/01/2021

AREA 1: IMPERIAL COUNTY; LOS ANGELES COUNTY (does not include the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (does not include Catalina Island; San Clemente Island; City of Santa Ana; and remainder of Orange County within 25 miles of the city limits of Los Angeles); RIVERSIDE COUNTY; AND SAN BERNARDINO COUNTY (does not include the northern part of City of Chino, or the cities of Montclair and Ontario)

AREA 2: SAN LUIS OBISPO, SANTA BARBARA COUNTIES, VENTURA (does not include Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles) COUNTIES

	Rates	Fringes
SPRINKLER FITTER		
Area 1.....	\$ 39.83	26.23
Area 2.....	\$ 38.95	26.15

SFCA0709-002 01/01/2021

LOS ANGELES COUNTY (the city of Pomona, Catalina Island, and that part of Los Angeles County within 25 miles of the city limits of Los Angeles); ORANGE COUNTY (San Clemente Island, the city of Santa Ana, and that part of Orange County within 25 miles of the city limits of Los Angeles); SAN BERNARDINO COUNTY (the northern part of the city of Chino, and the cities of Montclair and Ontario); VENTURA COUNTY (Port Hueneme, Port Mugu, the city of Santa Paula, and that part of Ventura County within 25 miles of the city limits of Los Angeles)

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.71	29.15

SHEE0105-001 07/01/2021

AREA 1: LOS ANGELES COUNTY (South of a straight line drawn between Gorman and Big Pines, excluding the area South of Imperial Highway East of the Los Angeles River, excluding the cities of Long Beach, Claremont, and Pomona, excluding Catalina Island)

AREA 2: LOS ANGELES (Remainder), ORANGE, RIVERSIDE & SAN BERNARDINO COUNTIES

Work on general sheet metal and heating and air conditioning on single family dwellings, multiple family dwellings, track homes and apartment buildings individually conditioned by separate and independent units or systems

SHEET METAL WORKER

AREA 1.....	\$ 30.14	10.74
AREA 2.....	\$ 29.54	19.09

SHEE0206-003 07/01/2020

IMPERIAL

Rates Fringes

Sheet Metal (TECHNICIAN).....	\$ 30.51	9.49%
SHEET METAL WORKER.....	\$ 40.62	29.55%

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. **LIGHT COMMERCIAL WORK:** Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. **TENANT IMPROVEMENT WORK:** Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

SHEE0273-001 08/01/2020

SAN LUIS OBISPO, SANTA BARBARA AND VENTURA

SHEET METAL WORKER.....\$ 46.87 31.15

HOLIDAYS: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & Friday after, Christmas Day

TEAM0011-001 07/01/2020

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 33.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES - \$3.00 PER HOUR ADDITIONAL:
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB,
El Centro Naval Facility, Fort Irwin, George AFB, Marine
Corps Logistics Base at Nebo & Yermo, Mountain Warfare
Training Center, Bridgeport, Point Arguello, Point
Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2
axles; Traffic control pilot car excluding moving heavy
equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3
axles; Boot person; Cement mason distribution truck; Fuel
truck driver; Water truck - 2 axle; Dump truck, less than
16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete
truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire
person (\$0.50 additional for tire person); Pipeline and
utility working truck driver, including winch truck and
plastic fusion, limited to pipeline and utility work;
Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck,
6-1/2 yds. water level and over; Vehicle or combination of
vehicles - 4 or more axles; Oil spreader truck; Dump truck,
16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver;
Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck
repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles
or over

GROUP 10: Dump truck - 50 yds. or more water level; Water
pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine
with attachments; Winch truck driver - \$1.25 additional
when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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

December 14, 2021

FROM

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

SUBJECT

Southern California Edison to Purchase a Grant of Easement and Right of Way

RECOMMENDATION(S)

1. Approve a grant of easement and right of way to Southern California Edison, to use and maintain above ground electrical power system on real property owned by the Housing Authority of the County of San Bernardino, at 508 The Terrace in the City of Redlands.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

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

GOALS & OBJECTIVES

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

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

FINANCIAL IMPACT

Approval of this item will result in a net positive financial impact to the Housing Authority of the County of San Bernardino (HACSB) as the cost of recording these easement documents will be paid for by Southern California Edison (SCE), along with a payment of \$10,100 from SCE to HACSB for the purchase of this easement.

BACKGROUND INFORMATION

HACSB currently owns and manages approximately 1,300 units of multi-family housing throughout San Bernardino County of which various utility companies provide services to these properties. Utility company, SCE, would like to upgrade the power pole and lines already on this property. The improvement will require a larger transmission easement of approximately 900 square feet in an area behind our buildings adjacent to the alleyway. As a result, approval of this item is necessary for SCE to improve the power pole and lines in this area of the community. The grant of easement and right of way is for a portion of HACSB's real property at 508 The Terrace in the City of Redlands. This action will not result any actual physical site work or disruption to the housing residents at this location.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

RECORDING REQUESTED BY

SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY
2 INNOVATION WAY, 2ND FLOOR
POMONA, CA 91768

ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT

Location: City of Redlands
A.P.N.: 0169-191-26
V&LM FILE: 203910540
SCE Doc No.: 523349

DOCUMENTARY TRANSFER TAX \$ _____	Serial No. 72896A Service Order 802035025
<input type="checkbox"/> COMPUTED ON FULL VALUE OF PROPERTY CONVEYED <input type="checkbox"/> OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE SO. CALIF. EDISON CO.	Approved Vegetation & Land Management
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME BY SF DATE 03/16/2021	

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation, hereinafter called "Grantor", hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter called "Grantee", all those certain permanent and exclusive easements and rights of way to construct, use, maintain, alter, add to, enlarge, repair, replace, inspect, and/or remove, at any time and from time to time, electric lines, consisting of poles and towers made of various materials, "H" frame structures, guy wires and anchors, crossarms, wires and other fixtures and appliances and communication circuits with necessary appurtenances, both overhead and underground, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes, in, under, on, over, along and across of varying width, hereinafter described and designated as "Right of Way Strip," lying within that certain real property of the Grantor, situated in the County of, State of California, more particularly described on the Exhibit "C", attached hereto and by this reference made a part hereof.

The said Right of Way Strip is more particularly described on the Exhibit "A" and more particularly depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantee shall have the right to construct roads, use existing roads and make such additions thereto, on lands of Grantor within and/or adjoining said Right of Way Strip, as shall be necessary or convenient to Grantee's access to and use of its Right of Way Strip located on the lands of the Grantor or on lands of others, and the right to use all necessary and convenient means of ingress to and egress from said Right of Way Strip from the public highway most convenient thereto, for the uses and purposes and the exercising of the rights herein granted. In the event alternate public roads are constructed which, in the opinion of Grantee, will provide Grantee with access to said Right of Way Strip as convenient and adequate as that which Grantee may then be using, Grantee agrees to quitclaim any such portion or portions of the access roads no longer required hereunder as may be determined by Grantee.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents, and employees, the right to clear and to keep clear said Right of Way Strip, free from explosives,

Grant of Easement
Housing Authority of the County of
San Bernardino to
S.C.E. Co., a corp.
Serial No. 72896A
V&LM File No. ACQ203910540

buildings, equipment, brush, combustible material and any and all other obstructions of any kind (except for those herein provided) and the right to trim or remove any tree or shrub which in the opinion of Grantee, may endanger said electric lines or any part thereof or interfere with the exercise of the rights herein granted.

Grantor reserves for Grantor and Grantor's successors and assigns, across (but not longitudinally along) said Right of Way Strip, rights for (1) underground water pipelines, (2) farm, grazing or pasture fences, and (3) roads, provided, however, that the exercise of such rights does not interfere with or endanger, in the opinion of Grantee, the operation or maintenance of the electric lines of Grantee, or Grantee's ready access to its said electric lines, or the exercise of any of the rights herein granted to Grantee.

It is further understood and agreed that no other easement or easements shall be granted on, under or over said Right of Way Strip by Grantor to any person, firm or corporation without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its officers thereunto duly authorized, this _____ day of _____, 20____.

HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO, a public corporation

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Grant of Easement
Housing Authority of the County of
San Bernardino to
S.C.E. Co., a corp.
Serial No. 72896A
V&LM File No. ACQ203910540

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, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

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, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Grant of Easement
Housing Authority of the County of
San Bernardino to
S.C.E. Co., a corp.
Serial No. 72896A
V&LM File No. ACQ203910540

Exhibit "C"
Legal Description
Lands of the Grantor

The land referred to herein is situated in the State of California, County of San Bernardino, described as follows:

PARCEL NO. 1:

The West 59.00 feet of the North 286.2 feet of that portion of Lot 30, Block 77, of Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per map recorded in Book 7, Page 2, of Maps, in the office of the County Recorder of said county, described as follows:

Beginning at a point on the South line of 45.00 foot wide Terrace Avenue, said point being South 89°54' West, 85.00 feet from the Northwest corner of Tract No. 1935, College Place, as per Plat recorded in Book 28, Page 5, of Maps, records of said County;

Thence South 89°54' West along said South line of Terrace Avenue 137.96 feet; Thence South 0°06' East, 314.45 feet; Thence North 89°54' East, 17.45 feet; Thence South 0°32' East, 32.24 feet to the Northerly line of the land, conveyed to the State of California by deed recorded September 20, 1961 in Book 5540, Page 206, Official Records;

Thence South 71°29' 58" East along said Northerly line, 215.98 feet to the West line of Tract No. 1935, said West line also being the West line of an alley 10.00 feet wide, as shown on the Map of said Tract No. 1935;

Thence North along said West line 290.25 feet to a point; said point being 125.00 feet South from the Northwest corner of said Tract No. 1935;

Thence south 89°54' West parallel with the South line of Terrace Avenue 85.00 feet; Thence North 0°09'11" West 125.00 feet to the True Point of Beginning.

PARCEL NO. 2:

That portion of Lot 30, Block 77 of Rancho San Bernardino, in the City of Redlands, County of San Bernardino, State of California, as per map recorded in Book 7, Page 2, of Maps, in the office of the County Recorder of said county, described as follows:

Beginning at a point on the south line of 45.00 foot wide Terrace Avenue, said point being South 89°54' West, 85.00 feet from the Northwest corner of Tract No. 1935, College Place, as per Map recorded in Book 28, Page 5, of Maps, records of said County;

Thence South 89° 54' West along said South line of Terrace Avenue 137.96 feet;

Thence South 0°06' East, 314.45 feet;

Thence North 89° 54' East, 17.45 feet;

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San Bernardino to
S.C.E. Co., a corp.
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Thence South $0^{\circ}32'$ East, 32.24 feet to the Northerly line of the land, conveyed to the State of California, by deed recorded September 20, 1961, in Book 5540, Page 206, Official Records;

Thence South $71^{\circ}29' 58''$ East along said Northerly line, 215.98 feet to the West line of Tract No. 1935, said West line also being the West line of an alley 10.00 feet wide, as shown on the map of said Tract No. 1935;

Thence North along said West line 290.25 feet to a point; said point being 125.00 feet South from the Northwest corner of said Tract No. 1935;

Thence South $89^{\circ}54'$ West parallel with the South line of Terrace Avenue; 85.00 feet;

Thence North $0^{\circ} 09' 11''$ West, 125.00 feet to the True Point of Beginning.

Except therefrom the East 5.00 feet thereof.

Also except therefrom the West 59.00 feet of the North 286.2 feet.

EXHIBIT "A"
LEGAL DESCRIPTION
SERIAL 72896A
APN 0169-191-26

TRANSMISSION EASEMENT

THAT PORTION OF PARCEL 2, OF DOCUMENT NO. 2007-0061912, RECORDED ON JANUARY 31, 2007 OF OFFICIAL RECORDS, BEING A PORTION OF LOT 30, BLOCK 77, OF RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF COLTON AVENUE AND CHURCH STREET, AS SHOWN ON TRACT MAP NO. 9801, RECORDED IN BOOK 136, PAGE 22 AND 23 OF MAP RECORDS, OF SAID COUNTY;

THENCE ALONG SAID CENTERLINE OF COLTON AVENUE SOUTH $89^{\circ}44'17''$ WEST 695.98 FEET TO THE NORTHERLY PROLONGATION OF A LINE PARALLEL WITH AND DISTANT 5.00 FEET WESTERLY OF THE WEST LINE OF TRACT MAP NO. 1935, RECORDED IN BOOK 28, PAGE 5 OF MAP RECORDS, OF SAID COUNTY;

THENCE ALONG SAID PARALLEL LINE SOUTH $00^{\circ}09'43''$ EAST 464.00 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID PARALLEL LINE SOUTH $00^{\circ}09'43''$ EAST 59.85 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL 2;

THENCE ALONG SAID SOUTHERLY LINE OF PARCEL 2 NORTH $71^{\circ}39'42''$ WEST 24.38 FEET;

THENCE DEPARTING SAID SOUTHERLY LINE OF PARCEL 2 NORTH $16^{\circ}01'23''$ EAST 54.24 FEET TO A LINE PARALLEL WITH AND DISTANT 354.00 FEET SOUTHERLY OF THE SOUTH RIGHT-OF-WAY LINE OF TERRACE AVENUE (45.00 FEET WIDE) AS SHOWN ON SAID TRACT MAP NO. 1935;

THENCE NORTH $89^{\circ}44'17''$ EAST 8.00 FEET TO THE **POINT OF BEGINNING**.

900 SQUARE FEET, OR 0.02 ACRES, MORE OR LESS.

ALL FOUND MONUMENT DESCRIPTIONS AND BASIS OF BEARINGS ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

SERIAL 72896A



CHARLES D. PLUTA, P.L.S. 8844
PROFESSIONAL LAND SURVEYOR

07/08/2021

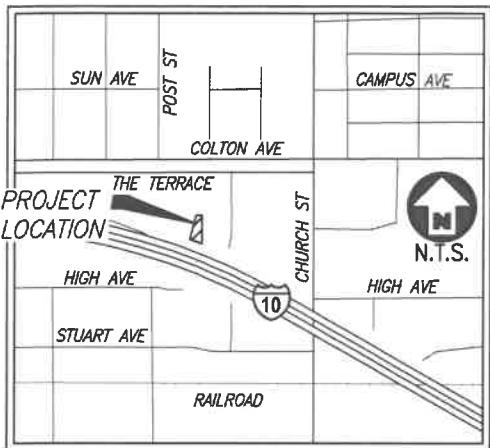
DATE



PAGE 2 OF 2
WO: 802035025 - NOT:203910540

EXHIBIT "B"

THAT PORTION OF PARCEL 2, OF DOCUMENT NO. 2007-0061912, RECORDED ON JANUARY 31, 2007 OF OFFICIAL RECORDS, BEING A PORTION OF LOT 30, BLOCK 77, OF RANCHO SAN BERNARDINO, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 2, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



VICINITY MAP

SURVEYOR'S NOTES:

1. BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, NAD 83, ZONE 5 (EPOCH 2017.50) ESTABLISHED BY A GPS SURVEY TIED TO CSRC CORS STATIONS "MLFP" AND "P584". TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY AN AVERAGE COMBINED FACTOR OF 1.0000684735.



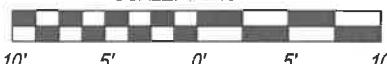
TRANSMISSION EASEMENT
AREA: 900 SQ.FT. (0.02±),
MORE OR LESS

APN: 0169-191-26

OWNER: HOUSING AUTHORITY
OF SAN BERNARDINO



SCALE: 1" = 10'



PROJECT NAME: TERRACE, REDLANDS (SAN BERNARDINO HOUSING AUTHORITY) (TD1570842)

M.S.: 054-105 SHEET: 1 OF 1

W.O. NO.: 802035025	NOT. NO.: 203910540	CITY: REDLANDS	COUNTY: SAN BERNARDINO	STATE: CA
SURVEYED BY: S. BOYD (SCE)		SCE F.B. REF.: 10956/24-25	DATE: 3/25/21	
DRAWN BY: H. PARDO, S. DUNN		MAP REF.: SCE DESIGN NO. 1170056_0.01		
CHECKED BY: S. BENNETT	TRES: S. FLORES		SERIAL NO.: 72896A	FILE NAME: 2021-160_VEX102.dwg



2013 Withholding Exemption Certificate

590

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name

SOUTHERN CALIFORNIA EDISON COMPANY

Payee's name

Payee's SSN or ITIN FEIN
 CA corp. no. CA SOS file no

Address (number and street, PO Box, or PMB no.)

Apt. no./ Ste. no.

City

State ZIP Code

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) _____ Daytime telephone no. _____

Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write “PMB” first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call 888.745.3886 or go to edd.ca.gov.
- Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the FTB. The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or California Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to ftb.ca.gov and search for **backup withholding**.

Who is Excluded from Withholding – The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the

withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the FTB.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled “Individuals — Certification of Residency.”

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-V, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Additional Information

To get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651
Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

You can download, view, and print California tax forms and publications at ftb.ca.gov.

Or to get forms by mail write to:

TAX FORMS REQUEST UNIT MS F284
FRANCHISE TAX BOARD
PO BOX 307
RANCHO CORDOVA CA 95741-0307

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

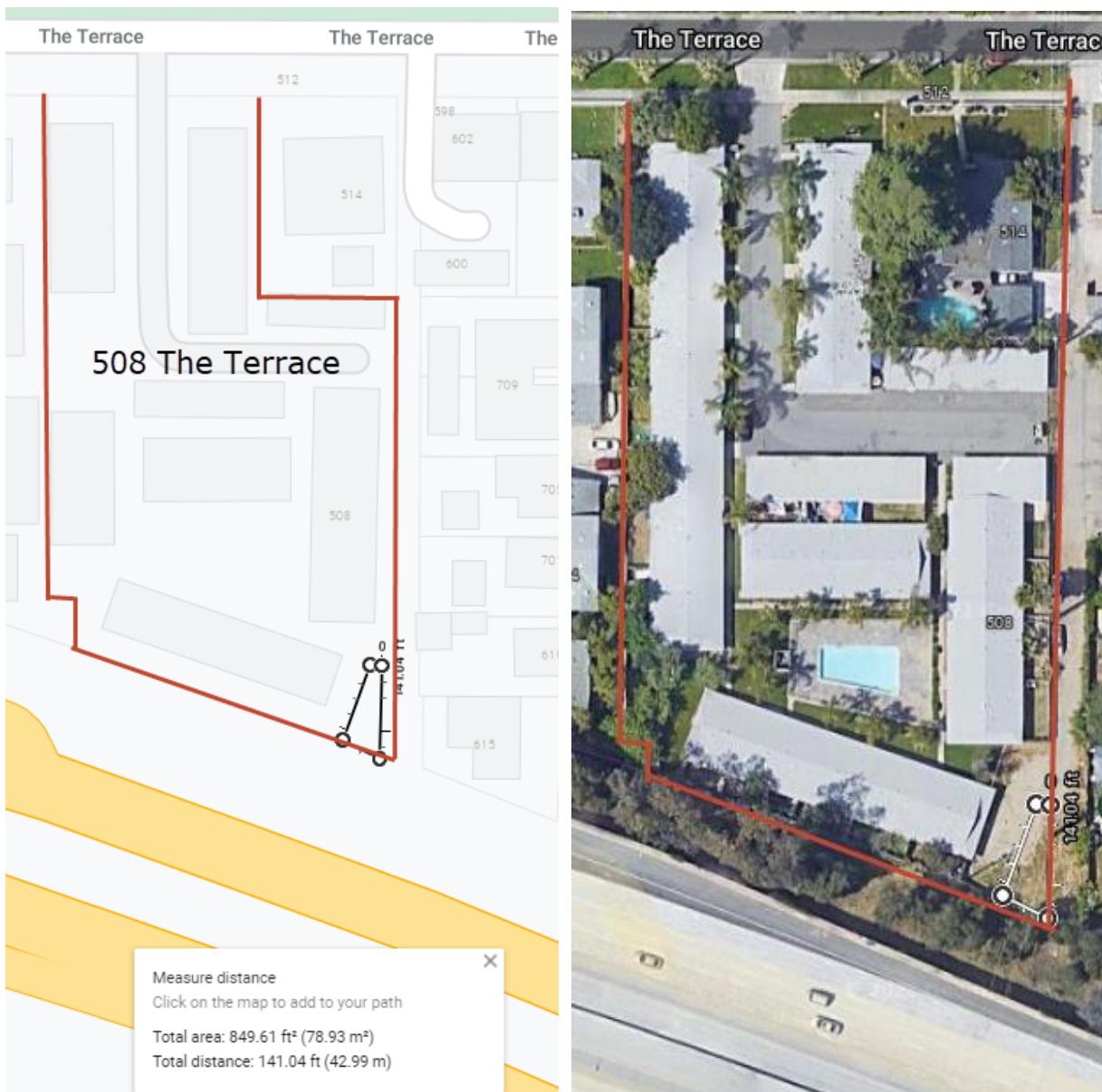


HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
508 THE TERRACE,
REDLANDS, CALIFORNIA

1 508 THE TERRACE HAMPTON COURT

1.1 GOOGLE MAP IMAGE



Photos of the easement area:





END OF MEMO

APPRAISAL SUMMARY STATEMENT PARTIAL ACQUISITION

Basis of Appraisal. The fair market value for the property to be acquired is based upon appraisal prepared in accordance with accepted appraisal principles and procedures. Recent sales comparables/listing were considered as appropriate. Full consideration is given to zoning, General Plan, private restrictions, and development potential.

OWNER: Housing Authority of the County of San Bernardino, a Public Corporation

SUBJECT PROPERTY ADDRESS: 508 The Terrace, Redlands, California 92374

ASSESSOR'S PARCEL NUMBER: 0169-191-26

PRESENT USE: Apartment

PRESENT USE (in take): Vacant area

**HIGHEST AND
AND BEST USE AS-VACANT:** To construct a multiple family residential development

**TOTAL PROPERTY AREA
OF LARGER PARCEL:** 71,874± square feet or 1.65± acres

BASIC PROPERTY DATA

INTEREST TO BE ACQUIRED: Permanent and exclusive electrical transmission utility easement

AREA TO BE ACQUIRED: 900 Square Feet

DATE OF VALUE: August 26, 2021

**FAIR MARKET VALUE OF
SUBJECT LARGER PARCEL:** \$900,000 (Rounded)

ZONING: R-2, Multiple Family Residential, in the City of Redlands

GENERAL PLAN: Medium Density, City of Redlands

PRINCIPAL TRANSACTIONS: See Attached

REPLACEMENT COST ANALYSIS:

N/A

CAPITALIZATION ANALYSIS:

N/A

SALES COMPARISON APPROACH:

Land Valuation

$71,874 \pm \text{SF} \times \$12.50 = \$898,425$

\$900,000 (rounded)

PERMANENT EASEMENT ACQUISITION:

Parcel	Land Area		\$/SF		Indicated Rights to be Acquired		Indicated Value
Access Easement	900 SF	x	\$12.50	x	90%	=	\$10,125
Total Value of Land Part Acquired				(Rounded):			\$10,100

SEVERANCE DAMAGES TO THE PROPERTY DUE TO THE PROPOSED ACQUISITION:

\$0

BENEFITS: \$0

TOTAL ESTIMATED JUST COMPENSATION INCLUDING OFFSETTING BENEFITS: N/A

TOTAL ESTIMATED JUST COMPENSATION FOR ACQUISITION: \$10,100

The above is a summary of my appraisal prepared at the request of and to be used by Southern California Edison to comply with California Code of Civil Procedure Section 1255.010. The appraisal, that is the basis for this summary, was made in accordance with accepted appraisal principles, consistent with California Valuation Law.

PREPARED BY:


Daniel Kazden, SR/WA
SCE – Real Properties
CA #AG039951
Expires April 4, 2022

DATE:

August 31, 2021

DEFINITIONS

"Fair Market Value", as defined pursuant to California Code of Civil Procedure in Article 4, is as follows:

Measure of Compensation for Property Taken.

1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

1263.330 The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

(a) The project for which the property is taken;

(b) The eminent domain proceeding in which the property is taken;

(c) Any preliminary actions of the plaintiff relating to the taking of the property.

1263.420 Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

(a) The severance of the remainder from the part taken;

(b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not damage is caused by a portion of the project located on the part taken.

1263.430 Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

"Easement", as defined in the Dictionary of Real Estate Appraisal (6th Edition), Appraisal Institute, page 71, is as follows: The right to use another's land for a stated purpose.

SUMMARY OF LAND SALE COMPARABLES						
Sale No.	Property Identification	Sale Date	Grantor	Zoning	Land Area (SF)	Sale Price
		Document No.	Grantee	General Plan	Orientation	Sale Price/SF
1	10885 New Jersey Street Loma Linda APN: 0291-154-16	Feb-21	Ieronim Andronesi	R3 (High Density Zoning)	21,000	\$127,500
		64501	Silver Oaks Acquisitions	High Density Residential	Interior	\$6.07
2	620 East Highland Avenue Redlands APN: 0174-161-25	Oct-20	Daniel Joseph Buoye	R-S (Suburban Residential District)	445,262	\$3,200,000
		393927	GS Redlands LLC	Low Density Residential	Corner	\$7.19
3	700 East Lugonia Avenue Redlands APN: 0167-271-06	Jul-19	Grove Homes, LLC	R-2 (Multiple Family Residential)	111,513	\$1,375,000
		241267	Invest Plus Global Alliance	Medium Density	Corner	\$12.33
4	2100 Nice Avenue Mentone APN: 0298-231-32 & -44	Aug-18	APEX Pacific Asset Mgmt	RM (Multiple Residential)	227,383	\$1,350,000
		303248	Lafferty Mentone, LLC	Multiple Residential	Corner	\$5.94
5	NEC H street and Cottage Lane Colton APN: 0162-107-04 to -13 and -26	Mar-18	John Reichel etc	M-UD (Mixed-Use Downtown)	79,715	\$1,150,000
		103787	MV GV LLC	Mixed-Use	Corner	\$14.43
Listing	E/S of Grove Avenue, 6th lot north of Central Avenue Redlands APN: 0170-221-09 & -53	--	--	R-2 (Multiple Family Residential)	151,589	\$1,500,000
		--	--	Medium Density	Interior	\$9.90
Subj.	508 The Terrace Redlands APN: 0169-191-26	Subject	--	R-2 (Multiple Family Residential)	71,874	--
		--	--	Medium Density	Interior	--



September 9, 2021

Housing Authority of the County of San Bernardino
ATTN: John Borgardt
715 E. Brier Drive
San Bernardino, CA 92408

SUBJECT: Offer to Purchase Grant of Easement – APN: 0169-191-26-0000

Southern California Edison (SCE) is currently working on a deteriorated pole project located at 508 The Terrace in the City of Redlands. In order to accommodate the project, SCE needs to install a new tubular steel pole on APN 0169-191-26-0000.

SCE has conducted an appraisal to determine fair compensation for property rights associated with the easement. The appraiser has determined that the fair market value for property rights to be purchased by SCE from you is \$10,100.00.

SCE is offering you \$10,100.00 for the new easement. If you choose to accept this offer, please sign in the space below and return this letter in the envelope provided. I have also included two copies of the easement document, W9 Tax Form, and CA590 Exemption Tax Form for your review. Once the signed letter is received, SCE will contact you to enable proper execution of all documentation required to complete the easement purchase. Your prompt attention to this matter is appreciated.

If you should have any questions or would like to discuss this offer, please feel free to contact me at (909) 274-1840 or by e-mail at Yvonne.M.Ha@sce.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvonne Ha".

Yvonne Ha
Real Estate & Facilities Sr. Specialist
Land Management - Eastern Region
Southern California Edison Company

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

**PURPOSE
COMPLIANCE**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ►	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here** Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose name you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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

December 14, 2021

FROM

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

SUBJECT

Contract Amendment with Kimball, Tirey & St. John LLP for Eviction and Non-Eviction Services

RECOMMENDATION(S)

1. Approve Amendment No. 3 to Contract No. PC973, effective January 1, 2022, with Kimball, Tirey, & St. John LLP for Eviction and Non-Eviction Services increasing the current contract by \$50,000 for a total amount not to exceed \$316,000 and extending the term through December 31, 2023.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Kimball, Tirey & St. John LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

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

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

HACSB communication is open, honest and consistent.

HACSB employees have a high level of morale.

FINANCIAL IMPACT

Approval of this amendment will increase the current contract amount by \$50,000 for a total contract amount not to exceed \$316,000, which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved property operations budget and will be included for the subsequent fiscal year included in this contract.

BACKGROUND INFORMATION

HACSB requires assistance from qualified consultants and firms to provide eviction services for our affordable housing program. Eviction Services may consist of assisting and advising HACSB on property management/lease enforcement issues, including, but not limited to: rent collection, lease terminations and evictions, fair housing compliance, interacting with and counseling tenants, representing the housing authority in grievance hearings, mediation sessions and in court proceedings, following through with vacation of units and disposing of personal property, collections resulting from terminations and/or evictions, and fraud recovery.

PROCUREMENT

HACSB previously issued a Request for Proposal (RFP) PC973 on October 26, 2017, which resulted in the receipt of three proposals. Outreach efforts included invitations to seven vendors, advertising in local newspapers, and posting on the agency's website. Proposals were evaluated per the requirements of the RFP in which Kimball, Tirey & St. John LLP (KTS) was selected to provide services to HACSB as the most qualified and responsive vendor.

Under the authorization of Legal Counsel, a contract was awarded, effective January 1, 2018, to KTS for Eviction and Non-Eviction Services in an amount not to exceed \$100,000 for a three-year base term beginning January 1, 2018 through December 31, 2021, with one additional two-year term through December 31, 2023.

Effective August 8, 2019, Amendment No. 1 was approved to increase the total not to exceed amount by \$100,000 for a total contract amount of \$200,000.

Effective November 10, 2020, Amendment No. 2 was approved to increase the total not to exceed amount by \$66,000 for a total contract amount of \$266,000.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 1, 2021.



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

**AMENDMENT #3 TO CONTRACT FOR EVICTION AND NON-EVICTION SERVICES
(PC973)**

BETWEEN

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

And

KIMBALL, TIREY & ST. JOHN LLP

This Amendment No. 3 ("Third Amendment"), dated January 1, 2022 ("Effective Date"), to Agreement for Eviction and Non-Eviction Services (PC973), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Kimball, Tirey & St. John LLP, a California Limited Liability Partnership ("Attorneys").

RECITALS

WHEREAS, the Authority and Attorneys entered into that certain Legal Services Agreement for Eviction and Non-Eviction Services, dated January 1, 2018 relating to Eviction and Non-Eviction Services ("Agreement") with a total price of \$100,000;

WHEREAS, the Authority and Contractor entered into Amendment No. 1 to the Agreement, dated August 8, 2019, to increase the agreement by \$100,000 for a total not to exceed amount of \$200,000.

WHEREAS, the Authority and Contractor entered into Amendment No. 2 to the Agreement, dated August 8, 2019, to increase the total agreement by \$66,000 for a total not to exceed amount of \$266,000.

WHEREAS, the Authority and Attorneys now wish to enter into this Amendment No. 3 to the Agreement to increase the contract by \$50,000 for a total not to exceed amount of \$316,000 through December 31, 2023.

OPERATIVE PROVISIONS

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

Section 1. Article 7 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Attorneys for the provision of the Work to be the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-1. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Kimball, Tirey & St. John LLP.

KIMBALL, TIREY & ST. JOHN LLP.

By: _____

Name: _____

Title: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Title: Executive Director _____

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: January 1, 2022
Completion Date: December 31, 2023

Total Agreement Cost: Not to exceed \$316,000.00

Original Agreement Amount Not to Exceed	\$100,000.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$100,000.00
Net Change Order Previously Approved – Amendment #2	\$66,000.00
Net Change Order - Amendment #3	\$50,000.00
Agreement Value as Amended Not to Exceed	\$316,000.00

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

December 14, 2021

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on October 12, 2021

RECOMMENDATION(S)

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on October 12, 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest, and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Regular Meeting took place on October 12, 2021 and attached are the comprehensive minutes for review and approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 06, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**
October 12, 2021

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 837 1542 8249, Password 064864) at 3:00 p.m. on October 12, 2021.

The meeting was called to order, and upon roll call, the following were present:

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo

Commissioner Tarango arrived after roll call, at 3:02 p.m.

Commissioner Muñoz was recorded as absent.

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Nicole Beydler, Director of Policy and Public Relations; Jennifer Dawson, Director of Human Resources; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Renee Kangas, Management Analyst; Tony Bonilla, Management Analyst and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority, and Dr. Brian Distelberg, Knowledge and Education for Your Success (KEYS) Board Chair.

The Chairman called for additions or deletions to the October 12, 2021, agenda. Executive Director Razo informed the Board of two revisions to the Consent Calendar:

1. Agenda item number 14, page 70 of the board packet, revising the date in two paragraphs, from September 19, 2021, to September 14, 2021.
2. Agenda item number 14, the addition of the following language to the last paragraph on page 74: “Commissioner MacDuff amended her motion to incorporate Commissioner Tarango’s recommendation”.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. There were no public comments.

The Executive Director’s Report was requested.

Executive Director Razo gave the Executive Director’s Report.

Discussion calendar item number 5 to receive the board building presentation for October 12, 2021, an overview on the Housing Authority of the County of San Bernardino programs presentation was requested.

Director of Policy and Public Relations, Nicole Beydler, provided the presentation for Discussion calendar item number 5.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Chairman Johnson inquired about the number of applicants on the waitlist and the percentage represented of San Bernardino County's population. Nicole Beydler responded that the number on our waitlist is based on actual applications and there may be duplication as applicants can apply to be on multiple waitlists. About 30% of applications on our waitlist are duplicate applicants. Nicole Beydler went on to briefly add that household size is not verified for our Tenant-Based vouchers until the family is selected for admission. However, Project-Based Voucher household size is made clear at the time of application because they are based on unit and family size.

Chairman Johnson requested information on the importance of switching Public Housing over to the Rental Assistance Demonstration (RAD) program. Director of Operations, Rishad Mitha, explained the Public Housing subsidy had undergone proration over the past 10+ years where the program would be funded at around 80% each year. Over time, this created a backlog of needs and affected the amount of capital needs that could be completed, which is the primary reason for the conversion through the RAD program. Rishad Mitha further explained that the Housing Choice Voucher (HCV) subsidy that is provided to landlords is rarely cut. The Housing Authority will have converted 99% of the public housing units by January of 2022. Conversion to RAD has helped HACSB maintain and stabilize those properties long-term. HACSB plans to keep one unit of Public Housing in order to keep the annual contributions contract open for continued access to funding within the Public Housing program.

Commissioner MacDuff requested a copy of the presentation slides (Who We Are). Nicole Beydler stated she would e-mail the presentation to the board members.

Discussion calendar item number 6 to receive update from staff on Emergency Housing Vouchers implementation, was requested.

Executive Director Razo explained the item.

Chairman Johnson congratulated the Housing Authority for successfully launching the Emergency Housing Voucher (EHV) program and already obtaining 25% of required referrals.

Discussion calendar item number 7 with Staff recommendation to 1) Adopt Resolution No. 122 extending authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic through June 30, 2022, 2) Direct the Executive Director to create and deliver to the Board of Commissioners a summary report of all instances where this waiver is utilized, including specifying policies waived, the reason for the waiver and the estimated financial impact. The report shall be included in each Board of Commissioners regular meeting agenda for the duration of the State of California emergency declaration, was requested.

Executive Director Razo explained the item.

Commissioner Miller moved to approve the discussion calendar item number 7, as recommended by Staff, and Commissioner Tarango duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Nays

Discussion calendar item number 8 with the Staff recommendation to Adopt Resolution No. 124 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook, was requested.

Executive Director Razo explained the item.

Commissioner Miller moved to approve the discussion calendar item number 8, as recommended by Staff, and Commissioner Tarango duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner Tarango asked if Housing Authority staff were surveyed and whether they favor the policy revision. Executive Director Razo explained the decision to go this route is in lieu of mandatory vaccinations. Prior to implementation of the policy, the percentage of staff vaccinated was 29%. Once implemented, the percentage has increased to 59% of staff now vaccinated.

Commissioner MacDuff provided a comment. Chairman Johnson asked to clarify whether Commissioner MacDuff's comment was for Item No. 8 or Item No. 9. Commissioner MacDuff withdrew her comment and requested it to be applied to the record for Item No. 9.

Discussion calendar item number 9 with Staff recommendation to 1) Authorize an expenditure of the Housing Authority of the County of San Bernardino's Coronavirus Aid, Relief, and Economic Security Act funds for a staff COVID-19 vaccination incentive in an amount not to exceed \$62,400 through November 19, 2021, 2) Authorize COVID-19 Vaccination Incentive for Employees utilizing Coronavirus Aid, Relief, and Economic Security Act funds, retroactive to September 20, 2021, was requested.

Executive Director Razo explained the item.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Commissioner MacDuff moved to approve the discussion calendar item number 9, as recommended by Staff. The motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner MacDuff expressed concern stating she would be more comfortable to have the incentive as \$300 across the board rather than include an additional \$200 incentive for front-line employees. She expressed that she is saddened that staff needed an economic incentive to receive the COVID-19 vaccine.

Chairman Johnson added by commending the Housing Authority for implementing a policy which resulted in an increase from 29% to 59% of staff receiving the vaccine in a short amount of time. Chairman Johnson added that the cost savings alone of having to replace employees with temporary staff would have exceeded the costs of the implementation of this incentive as several companies and industries struggle with this issue. Executive Director Razo commended Jennifer Dawson, Director of Human Resources, on all the hard work she put towards development of this policy.

Discussion calendar item number 10 with Staff recommendation to adopt Resolution No. 125 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the initial period of October 12, 2021, through November 11, 2021, was requested.

Fred Galante, Legal Counsel to the Housing Authority, explained the item.

Commissioner Tarango moved to approve the discussion calendar item number 10, as recommended by Staff. The motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner Tarango stated he preferred to continue the meetings via teleconference. Vice Chair Cooper requested clarification regarding the 30-day resolution. Fred Galante, Legal

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Counsel to the Housing Authority, explained that a new resolution would be brought back to the board next month to continue the virtual board meetings. The resolution presented today is the initial resolution to confirm the findings of the Governor that the emergency exists, allowing the virtual meeting process to continue for thirty days. Because the next meeting is more than thirty days from this meeting, another resolution to continue the virtual meeting process will be presented at that meeting. Chairman Johnson asked how long we are allowed to continue the resolution for virtual meetings. Fred Galante, Legal Counsel to the Housing Authority, clarified the legislation for this goes to 2024. Chairman Johnson followed up by saying it is his observation there has been more public attendance joining the teleconference than in-person meetings and recommended to continue to hold the board meetings via teleconference. Chairman Johnson inquired as to when a meeting space would be available if the Board decided to go back to in-person meetings. Executive Director Razo shared that HACSB's IT Manager is working on the solution to prepare the room as early as November, but it would be great if more time was provided.

Discussion calendar item number 11 with Staff recommendation to 1) Approve Amendment No. 1 to contract No. PC1180, effective October 12, 2021, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$271,000 for a total amount not to exceed \$401,000 through December 8, 2022, with the option to extend up to three single-year options through December 8, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 11, as recommended by Staff. The motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Vice Chair Cooper	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Discussion calendar item number 12 with Staff recommendation to 1) Approve the third amendment to the promissory note between the Housing Authority of the County of San Bernardino and Knowledge and Education for Your Success to extend the term three months beginning retroactively from October 1, 2021, through December 31, 2021, 2) Authorize and direct the Executive Director to execute and deliver the amended promissory note to Knowledge and Education for Your Success, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Maria Razo explained the item.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Commissioner MacDuff moved to approve discussion calendar item number 12, as recommended by Staff, and the motion was duly seconded by Commissioner Miller. Fred Galante, Legal Counsel to the Housing Authority, recommended that Commissioner Miller abstain from voting. Due to conflict of interest, Commissioner Miller abstained. Upon roll call, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Abstains</u>	<u>Nays</u>
Chair Johnson	Commissioner Miller	
Vice Chair Cooper		
Commissioner MacDuff		
Commissioner Pinedo		
Commissioner Tarango		

Commissioner MacDuff provided a comment of commending KEYS in obtaining the additional grant funding and understands most of these grants are restricted funds. Commissioner MacDuff went on to provide a recommendation for KEYS to reach out to larger organizations to obtain additional unrestricted funding to repay the loan obtained from the Housing Authority, and for the Housing Authority to use the funds to assist some of the 84,000 families on the waiting lists.

KEYS Board Chair, Dr. Brian Distelberg, offered additional information with regard to seeking additional funding from organizations for unrestricted funds, which is not easily obtained as the restricted funds are prioritized. Commissioner Pinedo, with expertise in non-profits, stated that due to the increase of unrestricted funding requests, the majority of funders have minimized funding efforts or have shifted efforts to fund other specialized non-profit organizations. He also explained that many of the grants provide very little overhead costs, and many non-profits end up developing new programs and creating additional work just to justify the extra funds received. Commissioner Pinedo recommended providing KEYS the \$270,000 as a grant and added that it is better to have KEYS focus on funding that increases the services that they can provide for our residents. Chairman Johnson added that it has been cost-effective to grant KEYS the funds due to the amount of in-kind services they have provided over the years to our HACSB families which far exceeds the amount of the loan. Commissioner Pinedo disclosed that he was a previous KEYS Board member and was at the table when the initial discussions of the loan occurred. Commissioner Miller also shared that she is currently a KEYS Board member and has seen the organization grow tremendously. Vice Chair Cooper provided comment that KEYS annual in-kind contribution of \$134,000 for at least 2 years exceeds the amount of the loan. Chairman Johnson asked Executive Director Razo how many years KEYS has been providing HACSB services and Ms. Razo estimated that it had been about 8 years.

Commissioner MacDuff asked who currently represented the Housing Authority on the KEYS board. Executive Director Razo responded that she represents the Housing Authority on the KEYS board.

Commissioner MacDuff provided an edit to the board item attachment to correct a typo.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Chairman Johnson logged off the meeting at 4:44 p.m. and Vice-Chair Cooper assumed the duties of the Chair to preside over the Board meeting.

Discussion calendar item number 13 with Staff recommendation of Acting as the Housing Successor for the former Redevelopment Agency for the City of Redlands: to 1) Adopt Resolution No. 123 amending the Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street in Redlands to facilitate sale of the property, 2) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to execute and deliver ancillary documents necessary to implement the amendment and to release the Participation Agreement and Declaration of Covenants, Conditions, and Restrictions to facilitate sale of the property, 3) Direct the Executive Director of the Housing Authority of the County of San Bernardino to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution, was requested.

Executive Director Razo and Deputy Executive Director Gus Joslin explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 13, as recommended by Staff, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Vice Chair Cooper	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Commissioner MacDuff provided comment that this property is located in an expensive real estate market in Redlands and asked if it would be fair to apply the inflation factor on the improvement on the home's value over the years rather than the Consumer Price Index (CPI). Fred Galante, Legal Counsel to the Housing Authority, provided general information on the document that created the covenants that typically specifies the methodology and in redevelopment law, the document specifically mandates the protection on the agency's investment as low- and moderate-income housing funds which is done through an equity sharing arrangement. Fred Galante, Legal Counsel to the Housing Authority, explained that the CPI is one way to recoup the time value of money at the location and is within the law. For this item, if an additional amount is appropriate at this point, it will require a negotiation because the document is unclear regarding the CPI. The law requires protection of the investment of housing funds through some mechanism. Commissioner MacDuff asked if the agency would receive the original investment of the loan. Executive Director Razo stated when this was originally approved through the Board of Governors, they agreed on the CPI be included as the methodology and if deviated from the Board of Governor's original approval, it would have to be justified. Commissioner MacDuff asked what the agency is allowed to do with the funds when it is received. Executive Director Razo explained the funds would have to go back into the housing successor funds. Fred Galante, Legal Counsel to the Housing Authority, also added the receiving Housing Authority can use the funds to develop low-income housing or to improve the availability of housing for low-income individuals. Deputy Executive Director Joslin also

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

Page 8

provided information that HACSB plans to put the funds toward a homeownership development phase at Valencia Grove in the city of Redlands. Commissioner Pinedo provided the suggestion of a future board-building presentation to provide the board a deeper understanding overall. Commissioner Pinedo added that one of the things we know about poverty is that homeownership and taking advantage of the appreciation of that asset is a ticket to the middle class. Vice-Chair Cooper also agreed on utilizing the CPI as previously approved by the Board of Governors on a prior similar action.

Approval of the consent calendar agenda items numbers 14-16 was requested.

Commissioner MacDuff moved to approve consent calendar agenda items numbers 14-16, to:

- 14) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on September 14, 2021.
- 15) Approve and file Agency-wide Financial Statements through June 2021.
- 16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in July 2021.

The motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Vice Chair Cooper	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Vice-Chair Cooper provided an opportunity for individual Board member comments.

Commissioner MacDuff shared that she attended the virtual NAHRO Conference in early October where, in the Commissioner's Roundtable session, the session moderators shared about the various roles that Commissioners can have within a PHA including acting as ambassadors for the agency to advocate for housing initiatives. Commissioner MacDuff went on to ask if the board would need to reach out to the Housing Authority staff before reaching out to officials. Executive Director Razo asked that board members reach out to her first to ensure that consistent information and talking points are provided to the Commissioners for sharing. Commissioner MacDuff also communicated that in a session they also shared information about having expanded business cards with agency information for the commissioners and informational brochures to serve as talking points while advocating for the agency.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, October 12, 2021, to be adjourned, which motion was duly seconded by Commissioner MacDuff. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 5:21 p.m.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino for October 12, 2021

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Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Jessie Muñoz

Bobby Tarango

Dr. Ciriaco "Cid" Pinedo

Attest:

Secretary

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

December 14, 2021

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on November 9, 2021

RECOMMENDATION(S)

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on November 9, 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest, and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Regular Meeting took place on November 9, 2021 and attached are the comprehensive minutes for review and approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 06, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**
November 9, 2021

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 847 2341 1128, Password 211168) at 3:00 p.m. on November 9, 2021.

The meeting was called to order, and upon roll call, the following were present:

Chair Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Vice Chair Cooper and Commissioner Muñoz were recorded as absent.

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Nicole Beydler, Director of Policy and Public Relations; Jennifer Dawson, Director of Human Resources; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Jesse Diaz, Finance Manager; Ronald Kennedy, Management Analyst; Renee Kangas, Sr. Management Analyst and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the November 9, 2021, agenda.

Executive Director Maria Razo informed the Board that the October 12, 2021, meeting minutes would be tabled and brought before the board at the December 14, 2021, Board of Commissioners meeting.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. There were no public comments.

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

In reference to the 2021 Veteran Standdown and Homeless Resource Event shared in the Executive Director's report, Commissioner MacDuff complimented the HACSB team on being able to issue the additional VASH vouchers and asked where the event was held. Executive Director Razo and Director of Operations Rishad Mitha stated that the event was held at a third-party location and hosted by the VA.

Discussion calendar item number 5 to receive the board building presentation for November 9, 2021, an overview of authorized uses of housing funds received from the Redlands Redevelopment Agency presentation was requested.

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Fred Galante, Legal Counsel to the Housing Authority, provided the presentation for Discussion calendar item number 5.

Commissioner MacDuff asked for clarification regarding the Housing Set Aside Funding and if the loans were repaid or forgiven. Fred Galante, Legal Counsel to the Housing Authority stated that in years past, the terms repaid and forgiven have been used interchangeably, but also the repayments means meeting the terms of the housing covenant by staying in the home and abiding by the conditions. Gus Joslin, Deputy Executive Director, added that to forgive the loan, they have to be held for the full 20–25-year term, then the loan will be forgiven. If the loan is not held for the full term, then the loan will need to be repaid. Commissioner MacDuff went on to ask regarding SB 341, whether HACSB can use the funds on Valencia Grove or to create additional housing. Deputy Executive Director Joslin stated that some of the funds will be used towards the Valencia Grove site to create additional low-income housing in Redlands.

Discussion calendar item number 6 to receive update from staff on Emergency Housing Vouchers implementation was requested.

Executive Director Razo explained the item.

Chairman Johnson provided a recommendation for the EHV update item moving forward to add two (2) additional columns in the table of the memo; one (1) column to indicate ‘Searching for Housing’ and a second (2) column for ‘Housed’. Executive Director Razo added that many of the applications being received are incomplete and the Housing Authority has asked the partners to assist in ensuring the paperwork for applicants is complete.

Discussion calendar item number 7 with Staff recommendation to Adopt Resolution No. 127 re-authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the period of November 12, 2021, through December 12, 2021, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 7, as recommended by Staff, and Commissioner Tarango duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Discussion calendar item number 8 with the Staff recommendation to Adopt Resolution No. 126 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino’s rental assistance programs, was requested.

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Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 8, as recommended by Staff, and Commissioner Tarango duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Discussion calendar item number 9 with Staff recommendation to Resolution No. 128 adopting procedures for the administration of claims against the Housing Authority of the County of San Bernardino, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 9, as recommended by Staff. The motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Commissioner MacDuff asked if there is a time limit in responding to the claimant. Fred Galante, Legal Counsel to the Housing Authority, stated that, per State Code, HACSB must reply within 45 days from the time the claim is filed.

In regard to the resolution, Section 10 – Claims Exceeding Authority Director’s Authority, Commissioner MacDuff asked how HACSB determines if the funds come from the Housing Authority treasury or third-party insurance pool funds for the claim. Fred Galante, Legal Counsel to the Housing Authority, explained that a claim is covered by our insurance pool, HAARP. Executive Director Razo also explained that, if the claim is determined to be due to negligence after investigation by the insurance company, the Housing Authority will be responsible to pay the claim.

Commissioner MacDuff also inquired regarding section 14 – Procedures on disallowance of the resolution, if there will be a periodic report provided to the Board for review. Fred Galante, Legal Counsel to the Housing Authority, stated that the Board will receive a periodic report of all the claims submitted and settled. Rishad Mitha, Director of Operations, added that there are very

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few claims that HACSB settles outside of a judicial procedure. Our general liability insurance covers many of these types of claims and has no deductible. However, HACSB does consider the impact it could have on a loss run for insurance.

Discussion calendar item number 10 with Staff recommendation to 1) Approve Amendment No. 3 to Contract No. PC1041, effective December 1, 2021, with Reliant Asset Management Solutions for Housing Quality Standards Inspection services, increasing the current contract amount by \$404,000 for a total contract amount not to exceed \$1,616,000 and extending the contract by an additional one year period pursuant to the original contract terms through November 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Reliant Asset Management Solutions and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 10, as recommended by Staff. The motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Vice Chair Cooper	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Discussion calendar item number 11 with Staff recommendation to 1) Approve a contract extension of a Project-Based Voucher Program Housing Assistance Payments contract for 50 units at Yucaipa Terrace, for a ten-year period from March 1, 2022 through February 28, 2032, with the Housing Authority of the County of San Bernardino, and naming Housing Partners I, Inc. as the new owner in the Housing Assistance Payments contract, 2) Approve the first amendment to the Housing Assistance Payments Contracts Agreement with Housing Partners I, Inc. adding Yucaipa Terrace, 3) Approve the first amendment to the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. to reduce the number of units under the Housing Assistance Payments contract from 50 to 8 units effective December 1, 2022, 4) Authorize and direct the Executive Director to execute and deliver the Project-Based Voucher Program Housing Assistance Payments contract extension, first amendment to the Project-Based Voucher Program Housing Assistance Payment Contract, and first amendment to the Housing Assistance Payments Contracts Agreement to Housing Partners I, Inc. and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

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Commissioner Tarango moved to approve the discussion calendar item number 11, as recommended by Staff. The motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Discussion calendar item number 12 with Staff recommendation to 1) Approve a Loan Forgiveness Agreement with Knowledge and Education for Your Success for the entirety of the loan amount of \$270,000, 2) Authorize and direct the Executive Director to execute and deliver the amended promissory note to Knowledge and Education for Your Success, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 12, as recommended by Staff, which motion was duly seconded by Pinedo, and upon roll call, the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	
Commissioner MacDuff	
Commissioner Miller	
Commissioner Pinedo	
Commissioner Tarango	

Commissioner MacDuff thanked HACSB staff and fellow Commissioners in answering her questions and providing insight regarding this program at the meeting of the Board of Commissioners last month.

Approval of the consent calendar agenda items numbers 14-15 was requested.

Commissioner MacDuff moved to approve consent calendar agenda items numbers 14-15, to:
14) Approve and file Agency-wide Financial Statements through July 2021.
16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in August 2021.

The motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

<u>Ayes</u>	<u>Nays</u>
Chair Johnson	

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Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Chair Johnson provided an opportunity for individual Board member comments. There were no comments.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, November 9, 2021, to be adjourned, which motion was duly seconded by Commissioner MacDuff. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:07 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Jessie Muñoz

Bobby Tarango

Dr. Ciriaco "Cid" Pinedo

Attest:

Secretary

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

December 14, 2021

FROM

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

SUBJECT

Agency-wide Financial Statements through August 2021

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through August 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

We have a healthy organization marked by financial stability and a culture of respect, empowerment, and passion for the mission.

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through August 2021 for Federal Fiscal Year (FFY) 2020-21 is \$4,337,314. The net income is currently greater than the anticipated \$1,033,711 net loss, with a variance of \$5.4 million, primarily due to extraordinary maintenance expenses that were budgeted, but not completed in the amount of \$1.35 million (reflected in the extraordinary maintenance expenses line).

There were also lower than anticipated costs in administrative and maintenance expenses in the amount of \$3 million mainly due to lower maintenance, and contract costs due to deferred internal maintenance because of the pandemic and several vacant positions.

Housing assistance payments are \$3.7 million lower than expected due to late funding notification for the 2021 calendar year. The funding notification was received in March and included an 8% inflationary rate. This was not enough time to increase the lease rate to match the funding received.

A reconciliation of the Housing Choice Voucher administrative fee funding was completed by the United States Department of Housing and Urban Development (HUD) for calendar year 2020 and an additional \$1.9 million was provided to HACSB. This amount represents the difference between the funding provided by HUD during calendar year 2020 and the actual expenses of HACSB for the same time. This is not additional funding, but reimbursement for 2020 calendar year expenses.

Depreciation expense and other non-operating items are not budgeted and amounted to \$4.6 million through August 2021.

Financial Summary	FY 2021 YTD
Revenues	\$142,941,774
Expenses	\$134,009,154
Operating Net Income/(Loss)	\$ 8,932,620
Operating Transfers/Non-Operating Items	\$ 4,595,306
Net Income/(Loss)	\$ 4,337,314

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2020-21 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic. FFY 2020-21 is expected to be another challenging year as the effects of the pandemic continue to impact the agency's operations and finances.

Funding notifications for the 2021 calendar year were received from HUD in late March, which included an unexpected inflation factor of 8%. In the 2020 calendar year, we experienced large cost increases, and an insufficient inflation factor increase, which resulted in decreasing the overall size of the MTW Housing Choice Voucher program through attrition. Based on current analysis, we expect that we will be able to serve approximately 400 additional families through the MTW Housing Choice Voucher tenant-based program, which currently has a waiting list of 20,000+ families. We also expect to serve families in the new Emergency Housing Voucher (EHV) program (455 new vouchers).

Following is a recap of the COVID related challenges mentioned above, as well as other financial items to highlight:

- COVID-19 pandemic related:
 - Continued increases in housing assistance payment costs in the Housing Choice Voucher Program *related to families' income decreasing and total contract rent increasing*, which causes a corresponding increase on the portion that the agency pays the landlord on behalf of the program participating family.
 - Increases in agency costs (i.e., Office modifications, cleaning costs, paid leave, technology, etc.).
 - Rental income losses related to the eviction moratorium in the Authority Owned portfolio.
 - Inconsistent staffing levels due to childcare and health issues.
- Physical needs improvements: The need to continue to address the physical needs assessment identified repairs within the Authority Owned Portfolio. Maintenance of aging properties is extremely costly, but it is needed to preserve our affordable housing developments. Some of this work has been deferred to account for rental income losses resulting from the pandemic as well as due to staffing capacity challenges and the need to complete HUD's rehab timelines related to the RAD conversion. This work is greatly needed and will be recommended in this new fiscal year.
- Benefit increases: Increases to employer paid medical, dental and pension benefits.

Despite these challenges, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, enhancing partnerships that will assist our staff and families, and a continued passion for our agency's mission.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

HACSB
Budget Comparison

Period = Oct 2020-Aug 2021

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	24,566,179	22,618,039	1,948,140	8.61	24,674,224
Total Other Tenant Income	381,742	549,981	-168,239	-30.59	600,191
NET TENANT INCOME	24,947,921	23,168,020	1,779,900	7.68	25,274,415
GRANT INCOME					
TOTAL GRANT INCOME	111,412,503	119,363,852	-7,951,349	-6.66	130,215,112
OTHER INCOME					
TOTAL OTHER INCOME	6,581,350	5,162,572	1,418,778	27.48	5,541,077
TOTAL INCOME	142,941,774	147,694,444	-4,752,670	-3.22	161,030,604
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	6,156,369	12,647,516	6,491,146	51.32	13,797,290
ADMINISTRATIVE					
Total Administrative Salaries	12,051,945	13,506,077	1,454,132	10.77	14,734,032
Total Legal Expense	292,970	254,557	-38,412	-15.09	277,685
Total Other Admin Expenses	5,508,640	5,201,169	-307,471	-5.91	5,685,778
Total Miscellaneous Admin Expenses	1,718,955	2,288,327	569,372	24.88	2,428,595
TOTAL ADMINISTRATIVE EXPENSES	19,572,510	21,250,130	1,677,621	7.89	23,126,090
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	651,138	475,994	-175,144	-36.80	519,252
UTILITIES					
TOTAL UTILITY EXPENSES	3,364,624	3,507,956	143,332	4.09	3,825,949
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,538,912	2,324,550	-214,362	-9.22	2,535,690
Total Materials	768,926	930,772	161,846	17.39	1,015,965
Total Contract Costs	2,636,369	4,035,406	1,399,037	34.67	4,401,221
TOTAL MAINTENANCE EXPENSES	5,944,206	7,290,728	1,346,522	18.47	7,952,877
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	924,465	1,044,524	120,059	11.49	1,141,404
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	3,724,132	5,071,599	1,347,467	26.57	5,468,747
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	92,318,682	96,041,634	3,722,952	3.88	104,772,691
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,353,028	1,398,074	45,046	3.22	1,525,172
TOTAL OPERATING EXPENSES	134,009,154	148,728,155	14,719,001	9.90	162,129,472
OPERATING NET INCOME	8,932,620	-1,033,711	9,966,331	964.13	-1,098,868
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	4,595,306	0	-4,595,306	N/A	0
NET INCOME	4,337,314	-1,033,711	5,371,025	519.59	-1,098,868

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

December 14, 2021

FROM

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

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of September 2021

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 2021.

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

GOALS & OBJECTIVES

HACSB communication is open, honest, and consistent.

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

The accounts receivable loss for the month ending September 30, 2021, is \$20,887.00. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget. The monthly losses as detailed below are in line with the budgeted losses and historical trends.

BACKGROUND INFORMATION

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and also include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with HACSB's contracted collection agency. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move-outs and skips. The total write-off for the month of September 2021 is \$20,887.00, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
481130 – Maplewood	1	\$1,979.00
481161 – Colton	2	\$4,630.00

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss

for the Month of September 2021

December 14, 2021

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
481170 – Barstow	2	\$7,899.00
407 – Sunset Pointe	2	\$1,627.00
408 – Sunrise Vista	1	\$118.00
416 – Arrowhead	1	(\$32.00)
418 – Grandview	1	-
426 – Sunnyside		-
433c – Stillman		-
Concessions Write Off		-
TOTAL RENT WRITE OFF	10	\$16,221.00
Miscellaneous Charges		\$1,081.00
Maintenance Charges		\$5,830.50
Legal Charges		\$2,906.50
Security Deposits Applied		(\$5,152.00)
NET TOTAL WRITE OFF		\$20,887.00

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 2, 2021.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 09/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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481130 - Maplewood													
1	J.	V.		Evict-Criminal	332.00	1,979.00			402.50	2,056.50	4,438.00	922.00	3,516.00
2													
				TOTALS:	1,979.00		-	-	402.50	2,056.50	4,438.00	922.00	3,516.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	3 Day Notice due to criminal activity	04/21/21	Yes	04/09/21	07/12/21	Y		08/16/21	NA	09/30/21
2										

481161- Colton													
1	P.	A.		V	2,757.00	643.00	-	150.00	300.00	-	1,093.00	1,000.00	93.00
2	J.	R.		S	925.00	3,987.00	-	925.00	590.00		5,502.00	500.00	5,002.00
3													
				TOTALS:	4,630.00		-	1,075.00	890.00	-	6,595.00	1,500.00	5,095.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date			
1	30 Day Notice to Vacate	NA	NA	NA	NA	NA		NA	NA		09/07/21		
2	Skip	NA	NA	NA	NA	NA		NA	NA		09/02/21		
3													

481170- Barstow													
1	F.	K.		E	125.00	6,597.00			805.00	850.00	8,252.00	635.00	7,617.00
2	C.	P.		V	328.00	1,302.00			654.00	-	1,956.00	665.00	1,291.00
3													
				TOTALS:	7,899.00		-	-	1,459.00	850.00	10,208.00	1,300.00	8,908.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date			
1	60-day Notice -failure to comply with recertification	03/01/21	03/01/21	05/12/21	05/21/21	N		N/A	09/07/21		09/07/21		
2	30 Day Notice to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A		09/01/21		
3													

*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy

**Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 09/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
407 - Sunset Pointe													
1	P.	L.					-		(198.36)		(198.36)		(198.36)
2	J.	B.		V	825.00	443.00	-		1,020.92		1,463.92	400.00	1,063.92
3	M.	A.		V	825.00	1,184.00	-		724.00		1,908.00	100.00	1,808.00
							-				-		-
					TOTALS:	1,627.00	-	-	1,546.56	-	3,173.56	500.00	2,673.56
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date		Lock Out Date		Vacate Date		
1	Payment on bad debt												
2	60 Day Notice to vacate	NA										09/10/21	
3	60 Day Notice to vacate	NA										09/13/21	
408 - Sunrise Vista													
4	S.	A.		V	825.00	118.00	-		862.84		980.84	400.00	580.84
							-				-		-
					TOTALS:	118.00	-	-	862.84	-	980.84	400.00	580.84
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date		Lock Out Date		Vacate Date		
4	60 Day Notice to vacate	NA										09/14/21	
416 - Arrowhead													
5	D.	M.		V	875.00	(32.00)	-		597.00		565.00	230.00	335.00
					TOTALS:	(32.00)	-	-	597.00	-	565.00	230.00	335.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date		Lock Out Date		Vacate Date		
5	30 Day Notice to vacate	NA										08/25/21	
418 - Grandview													
6	S.	A.		V	700.00	-	-	6.00	815.00		821.00	300.00	521.00
							-				-		-
					TOTALS:	-	-	6.00	815.00	-	821.00	300.00	521.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date		Lock Out Date		Vacate Date		
6	30 Day Notice to vacate	NA										09/04/21	

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 09/30/21

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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426 - Sunnyside													
7	H.	K.							(377.40)		(377.40)		(377.40)
											-		-
									(377.40)	-	(377.40)	-	(377.40)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date
7	Collection on bad debt								

433c - Stillman													
8	W.	K.							(365.00)		(365.00)		(365.00)
													-
									(365.00)	-	(365.00)	-	(365.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)	Court Date	Lock Out Date	Vacate Date				
8	Payment on bad debt												

ALL PROPERTY TOTALS: 16,221.00 - 1,081.00 5,830.50 2,906.50 26,039.00 5,152.00 20,887.00

Submitted by: Lucy Leslie Date: 10/13/2021 Reviewed by: Date:

*Reasons:

E=Eviction

S=Skip

V=Voluntary T=Terminated Tenancy

**Unpaid Misc.: D=Deceased

Stipulated agreements for rent, maintenance charges, late charges, etc.