

RICHMOND HOUSING AUTHORITY (RHA)
Housing Advisory Commission Meeting

DATE: Monday, March 14, 2022

TIME: 3:30 p.m.

Access Meeting by Computer, Tablet or Mobile Device

Please click the link below to join the webinar:

<https://zoom.us/j/92072538168?pwd=NWNkWGZmNDYxZnRJczNidHdEN3h1Zz09>

Passcode: 978492

By Telephone: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 301 715 8592 or
+1 312 626 6799

Webinar ID: 920 7253 8168

Passcode: 978492

CORONAVIRUS DISEASE (COVID-19) ADVISORY

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact (See, for example, Contra Costa County Health Order extending the shelter-in-place order and statewide shelter-in-place order). Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing (Executive Order N-29-20).

Both <https://www.coronavirus.cchealth.org/> and <http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info> provide updated coronavirus information.

DUE TO THE SHELTER IN PLACE ORDERS, attendance at the Housing Advisory Commission Meeting will be limited to Housing Advisory Commission members, essential Richmond Housing Authority (RHA) and City of Richmond staff, and members of the news media. Public comment will be confined to items appearing on the agenda and will be limited to the methods provided below. Consistent with Executive Order N-29-20, this meeting will utilize teleconferencing only. The following provides information on how the public can participate in this meeting.

Public comments may be submitted in multiple ways:

1. Via email to NBeacham@rhaca.org by **2:30 p.m. on March 14, 2022** or during the meeting as set forth below. Email must contain in the subject line public comments – not on the agenda or public comments – agenda item #. Email must contain in the subject line **public comments – not on the agenda or public comments – agenda item #.**

Comments received via email or telephone during the meeting will be handled as follows:

Comments received via email during the meeting and up until the public comment period on the relevant agenda item is closed, will be read into the record, and will be limited to a maximum of three minutes, depending on the number of commenters, as more fully described in the City Council meeting procedures below]. For public hearing items, the time will be limited to a maximum of three minutes. The staff will stop reading comments into the record after the allotted time of three minutes for such comments.

Comments received by telephone 510-621-1300, during the public comment period shall not to exceed the allotted time of three minutes – for such comments as provided above.

2. Via mail received by 2:30 p.m. Monday, March 14, 2022, sent to Richmond Housing Authority 450 Civic Center (2nd Floor), Richmond, CA 94804.

3. Via phone voice message received by 2:30 p.m. Monday, March 14, 2022, phone: 510-621-1300. Please leave your comment on the voicemail or with staff member that answers the phone.

4. Via Telephone. If you would like to give your public comment via telephone, please email your telephone number with area code to NBeacham@rhaca.org during the public comment period. You will be called during the public comment period, and you will be given the opportunity to verbally submit public comment (not to exceed the allotted time – three minutes – for such comments as provided below).

The RHA cannot guarantee that its network will be uninterrupted. To ensure that the Housing Advisory receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

Comments received by 2:30 p.m. March 14, 2022, during the day of the meeting will be handled as follows:

All email, phone, and mail comments received **by 2:30 p.m. on Monday, March 14, 2022**, will be provided to the Commissioners.

Record of all public comments:

All public comments will be considered a public record, put into the official meeting record, and considered before Commission action. All public comments will be available after the meeting as supplemental materials and will be posted as an attachment to the meeting minutes when the minutes are posted.

Accessibility for Individuals with Disabilities

Upon request, the RHA will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service, or alternative format requested. Requests should be emailed to NBeacham@rhaca.org or submitted by phone at 510-620-1300. Requests can be made by mail to Nannette Beacham 330 24th Street, Richmond, CA 94804. Requests will be granted whenever possible and resolved in favor of accessibility.

Effect of Advisory on In-person public participation

During the pendency of the Executive Order N-29-20, the language in this Advisory portion of the agenda supersedes any language below in the meeting procedures contemplating in-person public comment.

Commissioners

**Carol Hegstrom
Chair**

**Jaycine Scott
Vice-Chair**

**Dena Nelson
Secretary**

Preston Lam

Toni Autry

Y'Anad Burrell

**Gayle
McLaughlin
Council Liaison**

AGENDA

1. Call to Order and Pledge of Allegiance (1 min.)
2. Roll Call (1 min.)
3. Welcome and Meeting Procedures (1 min.) – Individuals who would like to address the commission on matters not listed on the agenda may do so under Open Forum. Please click on the Zoom “Raise Hand” function at the commencement of Open Forum. Individuals, who want to comment on an individual item, please click on the Zoom “Raise Hand” function at the commencement of the item. The standard amount of time for each speaker will be three minutes.
4. Agenda Review and Adoption (4 min.)
The order in which items will be heard may be adjusted at this time. Items may be removed from the agenda at this time.
5. Approval of Minutes (1 min.)
6. Introduction of Invited Guests
7. Executive Director’s Update
8. Housing Advisory Commissioners’ Reports (3 min.)
9. Housing Advisory Commissioner Appointments
10. Presentations
11. Recommendations to the Housing Authority Board of Commissioners (3 min.).
 - ADOPT a resolution approving an emergency contract with JT Plumbing to complete plumbing repairs at Nevin Plaza for an amount not to exceed \$11,485
 - ADOPT a resolution approving an emergency contract amendment with CD & Power DBA Got Power to continue to provide load testing, and emergency or urgent repairs to generators at Nevin Plaza in the amount of \$8,457.66, for a not to exceed total contract amount of \$11,457.66, and extending the term to June 30, 2022
12. Open Forum (Limit to 3 minutes per person)
13. Old Business
 - Asset Repositioning Update
 - Nevin Plaza; Nystrom; Hacienda; Administration Building; Richmond Village
14. New Business
15. Next Scheduled Meeting
At 4:30 p.m., any items remaining on the agenda that require immediate attention may be moved to this time. This Commission meets every 2nd Monday at 3:30 p.m. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact Bruce Soublet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date. The next meeting is scheduled for Monday, April 11, 2022, at 3:30 p.m.

HOUSING ADVISORY COMMISSION
Monday, February 14, 2022 – 3:30 PM
450 Civic Center Plaza, Richmond, CA 94804
Zoom

MINUTES

1. CALL TO ORDER, ROLL CALL, PLEDGE

The meeting was called to order by Housing Advisory Commissioner and Chair Carol Hegstrom at 3:35pm.

2. Roll Call

Present: Carol Hegstrom (Chair), Dena Nelson (Secretary), Preston Lam, Jaycine Scott (Vice Chair),

Absent: Y'Anand Burrell, Toni Autry, Council Liaison Gayle McLaughlin

Vacancies: 1

Staff: Nannette Beacham, RHA Executive Director – Present

Jose Urquilla, City of Richmond – Present

Gabino Arredondo, City of Richmond – Present

3. WELCOME AND MEETING PROCEDURES

4. AGENDA REVIEW AND ADOPTION – No change.

5. APPROVAL OF MINUTES- Approved and seconded; motion passes unanimously.

6. INTRODUCTION OF INVITED GUESTS:

Brian Swartz, Cascade Consultants

7. EXECUTIVE DIRECTOR'S UPDATE:

- Mid-Year Budget: Approved by the board; there was actually a reduction in the subsidy to be paid by the city; 6.5 approved employees instead of 7 so that created some savings
- Still negotiating with the proposed developers for Nystrom
- Today RHA submitted the operating subsidy to the HUD website. This is the budget for all the asset management portfolios (those currently managed by RHA are just Nevin and Nystrom). This process will dictate how much money RHA will get from HUD.
- Housing Authority Staffing: Introduction of new RHA staff members Alton Jefferson- Senior Development project manager. RHA also hired a new maintenance manager as well.

Jose Urquilla

- Added Melvin Thomas as building supervisor
- Pigeon deterrent installed, seems to be preventing roosting at main entry at Nevin
- major clean-up at Nystrom—took away 8 tons of garbage that was illegally dumped
- Major leaks over the last few weeks at Nevin but they were fixed—contracted with a commercial plumber. Just a few ceiling tiles still need replacing but have been delayed.

8. HOUSING ADVISORY COMMISSIONERS' REPORTS

- Vice Chair Jaycine Scott: Concern about security in the Nevin Plaza building, especially the broken front door and the broken West gate to the parking lot. There also was a gap in evening security guards last month—there is sometimes one person or no one on duty
 - Gabino has created a contract for fixing the door but it is waiting on legal review
 - Nanette said she wasn't aware that the gate was broken and asks whether a work order was submitted
 - Jose installed an alarm on the trash room door to prevent people sneaking in that way
 - In the next few weeks there will be recruitment for an additional resident housing manager located at Nevin Plaza
- Vice Chair Jaycine Scott: Increase in homeless individuals lined up on 23rd st side of Nevin Plaza and in parking lot across the street. Lots of trash and clothing left, and it's attracting pests. Is there anything we can do?
 - Yes, you can call code enforcement
 - City is going to be doing a full clean-up of Nevin St
 - Commissioner Dena Nelson: Do the resources provided to unhoused individuals include information about how to access waiting lists for public housing?
 - City doesn't provide services for unhoused— the County is the lead.
- Maybe we can invite someone from the County to talk about the process for Hacienda.
 - Yes, we will do that. Intend to open the waiting list in October.

9. HOUSING ADVISORY COMMISSIONER APPOINTMENTS

10. PRESENTATIONS

None

11. RECOMMENDATIONS TO THE HOUSING AUTHORITY BOARD OF COMMISSIONERS

None

12. OPEN FORUM

Lena: concern regarding unsanitary living conditions at Nevin Plaza: urine and saliva constantly in elevators.

- Director Beacham: In addition to calling Nicole you can report a work order by email.
- It's very difficult to stay on top of the elevators because residents and their guests bring pets in elevators and common areas

Lena: Is there a possibility of surveillance cameras in the elevators?

- Director Beacham: No funding for that
- Brian Swartz: EAH is planning on increased security as part of the redevelopment. Doesn't address immediate concerns but it is part of EAH's plans

Cordell: Noted the vacancy on the commission; shared an invitation to an upcoming meeting

13. OLD BUSINESS

- See Executive Director's update.
- We are very close to transferring the administration building. Documents are being reviewed by HUD.
- Richmond Village—will be submitting an application for project vouchers at this site (this is the site where Easter Hill used to be).
- Brian Swartz: Please share if you have any questions about Nevin. Design Review Board on February 23rd.

14. NEW BUSINESS

None

15. NEXT SCHEDULED MEETING

Monday March 14, 2022

16. ADJOURNMENT 4:11pm



AGENDA REPORT

Economic Development

DATE:	March 15, 2022
TO:	Mayor Butt and Members of the City Council
FROM:	Nannette Beacham, Executive Director Jose Urquilla, Facilities Maintenance Superintendent Gabino Arredondo, Project Manager
Subject:	Emergency Contract With JT Plumbing
FINANCIAL IMPACT:	The proposed expenditure of \$11,485 will be funded from the approved fiscal years Capital Fund and Operations budget (\$6,900 from 42141191-400701, \$4,585 from 4444191-400544).
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE ISSUE:	Staff is seeking approval of an emergency contract with JT Plumbing to address emergency sewage mainline clearing and retrieval and main water line repairs at Nevin Plaza.
RECOMMENDED ACTION:	APOPT a resolution approving an emergency contract with JT Plumbing to complete plumbing repairs at Nevin Plaza for an amount not to exceed \$11,485 – Richmond Housing Authority (Nannette Beacham, 621-1300).

DISCUSSION:

There were multiple water leaks and sewage flooding at Nevin Plaza 2400 Nevin Plaza. The leaks and flooding posed a health and safety concern to the residents because they occurred in hallways and an occupied unit. The RHA maintenance staff currently does not have the expertise to complete the emergency plumbing work needed. Through the emergency procurement process outlined in RMC 2.52.334 staff outreached to multiple vendors to respond. Multiple vendors were contacted (3) to address the emergency issue. One vendor responded JT Plumbing that could complete the job as soon as possible and has previous experience with the building. The job included emergency sewage mainline clearing and retrieval and main water line repairs. One resident had to be relocated to a hotel until repairs and remediation was conducted at their unit.

The Nevin Plaza building mainly serves senior citizens and disabled residents making it even more important for improvements to commence. The RHA is currently undertaking the procurement process to have a plumbing service provider on contract and will come back to the Board of Commissioners for approval of a vendor.

ATTACHEMENTS:

Attachment 1 - Resolution

Attachment 2 - Emergency Contract

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, AUTHORIZING A RESOLUTION APPROVING AN EMERGENCY CONTRACT WITH JT PLUMBING TO COMPLETE PLUMBING REPAIRS AT NEVIN PLAZA FOR AN AMOUNT NOT TO EXCEED \$11,485

WHEREAS, Richmond Housing Authority (RHA) owns and manages 244 units of rental housing in the City of Richmond; and

WHEREAS, on October 22, 2019, the RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) agreement with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, RHA remains obligated and committed to performing all HUD required functions, and providing quality services to local program participants; and

WHEREAS, Nevin Plaza primarily serves senior citizen and disabled residents; and

WHEREAS, there were multiple water leaks and sewage flooding which posed a public health, welfare, and safety threat to Nevin Plaza residents; and

WHEREAS, RHA maintenance staff currently does have the expertise to conduct the emergency plumbing work needed; and

WHEREAS, in accordance with the emergency procurement process outlined in RMC 2.52.334 RHA reached out to multiple vendors; and

WHEREAS, one vendor responded, JT Plumbing that could complete the emergency sewage mainline clearing and retrieval and main water line repairs at Nevin Plaza in a timely manner.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND THAT the Executive Director is authorized to enter into a contract with JT Plumbing to complete plumbing repairs at Nevin Plaza for an amount not to exceed \$11,485.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on March 15, 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

Attest:

Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No.** _____ finally passed and adopted at a Special Housing Authority Meeting held on March 15, 2022.

CLERK OF THE HOUSING AUTHORITY

RICHMOND HOUSING AUTHORITY
PURCHASE OF SERVICES CONTRACT

Project Mgr: Nannette Beacham Project Mgr Phone No: 621-1300

Project Description: Plumbing Services

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) Jospeh Thomas DBA JT Plumbing

(Street Address) 2055 West Hearn Ave

(City, State, Zip Code) Santa Rosa, Ca 95407

(Taxpayer ID No.) 574886747

(Vendor No.) 14877

(Richmond Business License No.) 40061223 (Expiration Date) 4/6/2022

An California corporation, partnership, private individual, nonprofit corporation, religious institution, sole proprietor, other

(Please check appropriate box)

2. Term. The effective date of this Contract is 02/01/2022 and it terminates 06/30/2024 unless terminated as provided herein.

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 11,485 . The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and, is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

Authority's Obligations. Authority shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any), which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF
THE CITY OF RICHMOND

CONTRACTOR:

By _____

By _____

Title _____

Title _____

Date Signed _____

Date Signed _____

LIST OF ATTACHMENTS:

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

- Service Plan
- Payment Provisions
- Insurance Provisions
- General Conditions
- Special Conditions

By _____

Title _____

Date Signed _____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

SERVICE PLAN

See the Special Conditions page.

PAYMENT PROVISIONS

(PLEASE NOTE THAT THE HOUSING AUTHORITY OF THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ADMINISTRATOR IF THE TOTAL EXCESS CONTRACT AMOUNT DOES NOT EXCEED \$10,000.00 OR WITHOUT THE PRIOR APPROVAL OF THE AGENCY BOARD IF THE TOTAL EXCESS CONTRACT AMOUNT IS OVER \$10,000.00.)

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: Accounts Payable, Finance
Department Project Manager: Nannette Beacham
P. O. Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Nannette Beacham before payments shall be authorized.
5. The Authority shall pay invoice(s) within 45 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
6. A business license from the City of Richmond shall be obtained before any" payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.

Records.

- 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
 - 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.
4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.

5. Termination.

- 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.
- 5.2 Failure to Perform.
 - 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

- 8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY's Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.
10. Choice of Law and Jurisdiction.
- 10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.
- 10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.
12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR'S obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.

16. Confidentiality.

16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.

18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.

19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.
22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

25. Changes and Extra Work.

25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.

25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.

25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.

25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

Performance and Final Acceptance.

27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications

thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nannette J. Beacham, Executive Director, Richmond Housing Authority

330 24th Street Richmond CA 94804

510 621-1300 nbeacham@rhaca.org

30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Joseph Thomas, Owner

2055 West Hearn Ave. Santa Rosa, CA 94507

Phone: (707) 483-7049 Email: jtplumbing707@gmail.com

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

SPECIAL CONDITIONS

1. Contractor shall provide the services set forth in the document entitled "Invoice 220 Main water line repairs & 217 Emergency Sewage mainline clearing and retrieval" and which are attached hereto and incorporated herein by this reference.
2. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non-Construction Contracts Section II" (HUD-5370-C), "Certifications and Representations of Offerors" (HUD-5369-C), "Certification Regarding Debarment and Suspension" (HUD-2992), and "Equal Employment Opportunity Certification" (HUD-9201 0) which is attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached document, the terms and conditions set forth in the attached document shall take precedence and shall prevail.
3. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond- Insurance Requirements- Type 1: "Consultants and Contractors" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".

SCOPE OF WORK

- Contractor shall provide main water line repairs and Emergency Sewage mainline clearing and retrieval for RHA facilities.

INVOICE



City Of Richmond
2400 Nevin Ave
Richmond, Ca 94804
(510) 557-5957

JT Plumbing

2055 West Hearn Ave
Santa Rosa, Ca 95407

Phone: (707) 483-7049

Email: jtplumbing707@gmail.com

Payment Terms	Due upon receipt
Invoice #	000217
Date	02/01/2022

Description

Total

Emergency Sewage mainline clearing and retrieval

\$4,585.00

Locate source of sewage flooding. Located flooding from unit 215. Generated a safe and accurate plan with building maintenance team. Removal of damaged toilet. Upon removal of hard sewage line blockage the roter machine retrieved several sanitary wipes, puppy pads and multiple face masks. The material that caused the blockage appeared to be coming from unit 215. Flooding was stopped and sewage flow returned back to normal function. Our team was on standby and entered the uninhabitable sewage flooded unit with the police and sheriff. Roter machine was ran with the intent to retrieve the blockage that was causing the sewage flooding.

Subtotal \$4,585.00

Total **\$4,585.00**

This proposal is void after 30 days. All payments are due upon completion of the project. Any unpaid balance will be considered delinquent.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Richmond

INVOICE



City Of Richmond
2400 Nevin Ave
Richmond, Ca 94804
(510) 557-5957

JT Plumbing

2055 West Hearn Ave
Santa Rosa, Ca 95407

Phone: (707) 483-7049

Email: jtplumbing707@gmail.com

Payment Terms	Due upon receipt
Invoice #	000220
Date	02/03/2022

Description

Total

Main water line repairs	\$6,900.00
Drain down building. Remove damaged pipe with leaks. Replace with new. Repressurize building.	

Subtotal	\$6,900.00
Total	\$6,900.00

Notes:

This quote addresses four individual leaks in the common hallway.

This proposal is void after 30 days. All payments are due upon completion of the project. Any unpaid balance will be considered delinquent.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Richmond

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
6. Builder's Risk/Course of Construction insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. – *(Only required for Construction Contracts involving property)*
7. Contractor's Pollution Liability *(if applicable for Construction Contractors)*

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

	PROJECT COST	REQUIRED LIMIT
General Liability <i>(primary and excess limits combined)</i>	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	Fireworks	\$5 million p/o
Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.		
Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.		
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Builders' Risk/Course of Construction – Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects involving property and equipment installation.)</i>	Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption. If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability (if applicable) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61	

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)	Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.
SURETY BONDS (If a Public Works/Engineering Project)	The Contractor shall provide: <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City ***before work may begin***. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

CITY OF RICHMOND
'EMERGENCY JUSTIFICATION' FORM

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PROCUREMENT

Vendor Name: JT Plumbing
Amount: \$ 11,485

Phone Number: (707) 483-7049 E-mail: jtplumbing707@gmail.com

City Contact: Jose Urquilla Phone: (510) 620-6896

Emergency procurements should be made only...1) to preserve life, health or property; 2) upon a natural disaster; 3) to correct or forestall a shutdown to maintain essential public services; or 4) other unforeseeable events. **This form must be forwarded to Procurement Services, with all required backup documentation from the vendor within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.**

Describe the specific nature of the emergency and justification for the selection of the vendor. Describe items/services purchased, dates, costs, delivery timeframe, etc. Attach any cost comparisons, quotations, Council agenda statements, resolutions, or other pertinent information: (use additional sheet if necessary)

There were multiple water leaks and sewage flooding at Nevin Plaza 2400 Nevin Plaza. The leaks and flooding pose a health and safety concern because they occur in hallways and an occupied unit. The RHA currently does not have a plumbing service on contract. Multiple vendors were contacted (3) to address the issue. One vendor responded JT Plumbing that could complete the job as soon as possible and has previous experience with the building. Attached are the invoices. Job included Emergency Sewage mainline clearing and retrieval and Main water line repairs.

Emergency Justification Forms must be signed by the Procurement Services Manager before submission to the City Manager or City Council.

Department/Division: Richmond Housing Authority

Department Head Signature:  Date: 02/28/2022

Finance Director Signature: Banuelos Date: 3/2/2022

Digitally signed by Antonio Banuelos
DN: cn=Antonio Banuelos, o=City of Richmond, ou=Finance Department,
email=abanuelos@ci.richmond.ca.us, c=US
Date: 2022.03.02 10:13:35 -0800

For B. Brown

City Manager Signature: _____ Date: ____/____/____
(Emergency purchases estimating/totaling UNDER \$10,000.00 require City Manager's signature)

City Council Authorization: _____ Council Date: ____/____/____
(Emergency purchases estimating/totaling OVER \$10,000.00 require Council approval. **Attach Resolution.**)

NOTE: FINAL APPROVAL BY CITY MANAGER AND/OR CITY COUNCIL IS REQUIRED IN ACCORDANCE WITH MUNI. CODE SECTION 2.52.334 EMERGENCY PROCUREMENT

CITY OF RICHMOND EMERGENCY PROCUREMENT

Purpose and Background:

To provide a rapid method of procuring goods or services to prevent delays in work which may vitally affect the health, safety or welfare of citizens or employees.

Policy:

While the need for occasional emergency procurement is recognized, the practice shall be curtailed as much as possible by anticipating needs in time for the use of the regular procurement procedures.

Emergency procurements shall be authorized by the Procurement Services Division when they are in compliance with Municipal Code 2.52.334 as follows:

“...the City Manager may make or authorize others to make emergency procurements of supplies and services, when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.”

In case of actual emergency departments may procure any supplies, materials or equipment required, provided that the immediate procurement is essential to prevent delays in the work of the using department which may affect the health, safety or welfare of citizens.

The head of the using department shall send the Procurement Services Manager a requisition, a copy of the quotation and/or delivery record, and a full written explanation of the circumstances of the emergency, which shall be filed by the Procurement Services Manager as a permanent and public record of the purchase.

An “emergency” is defined as a breakdown in machinery or equipment or the interruption of an essential service or any threat to public health, safety or welfare.

Procedure:

Emergency procurements are not valid for contrived urgencies resulting from a lack of planning and organization.

Emergency procurements will only be approved when requested by authorized employees.

The using department shall contact the Procurement Services Division, advise them of the emergency, and request a PO number.

If the emergency arises during a time when the Procurement Services Division is normally closed, the using department may proceed with the procurement without a PO number.

It becomes the responsibility of the using department to inform Procurement Services of the details of the transaction within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.

After receipt of the required material or service, the using department shall forward to Procurement Services:

- **All quotation and/or delivery documents (from the vendor(s))**
- **The completed 'Emergency Justification' form with City Manager Signature Authorization (for purchases under \$10,000) and with Council Signature Authorization (for purchases over \$10,000) and the City Council resolution or copy of the minutes approving the specific emergency procurement.**
- **Invoices must be mailed directly to Finance, Attn: Acct. Payable.**
- **Upon final approval and signature, all original(s) must be returned to the Procurement Services Division**

Any Purchase Order not accompanied by the required paperwork, will be returned to the originating department, and will not be processed for payment until Procurement Services receives the complete package.

It is the goal of the Procurement Services Division to save funds on all procurements. By reducing emergency procurements, significant dollar savings will be realized.

INVOICE



City Of Richmond
2400 Nevin Ave
Richmond, Ca 94804
(510) 557-5957

JT Plumbing

2055 West Hearn Ave
Santa Rosa, Ca 95407

Phone: (707) 483-7049

Email: jtplumbing707@gmail.com

Payment Terms	Due upon receipt
Invoice #	000220
Date	02/03/2022

Description

Total

Main water line repairs	\$6,900.00
Drain down building. Remove damaged pipe with leaks. Replace with new. Repressurize building.	

Subtotal	\$6,900.00
Total	\$6,900.00

Notes:

This quote addresses four individual leaks in the common hallway.

This proposal is void after 30 days. All payments are due upon completion of the project. Any unpaid balance will be considered delinquent.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Richmond

INVOICE



City Of Richmond
2400 Nevin Ave
Richmond, Ca 94804
(510) 557-5957

JT Plumbing

2055 West Hearn Ave
Santa Rosa, Ca 95407

Phone: (707) 483-7049

Email: jtplumbing707@gmail.com

Payment Terms	Due upon receipt
Invoice #	000217
Date	02/01/2022

Description

Total

Emergency Sewage mainline clearing and retrieval

\$4,585.00

Locate source of sewage flooding. Located flooding from unit 215. Generated a safe and accurate plan with building maintenance team. Removal of damaged toilet. Upon removal of hard sewage line blockage the roter machine retrieved several sanitary wipes, puppy pads and multiple face masks. The material that caused the blockage appeared to be coming from unit 215. Flooding was stopped and sewage flow returned back to normal function. Our team was on standby and entered the uninhabitable sewage flooded unit with the police and sheriff. Roter machine was ran with the intent to retrieve the blockage that was causing the sewage flooding.

Subtotal \$4,585.00

Total **\$4,585.00**

This proposal is void after 30 days. All payments are due upon completion of the project. Any unpaid balance will be considered delinquent.

By signing this document, the customer agrees to the services and conditions outlined in this document.

City Of Richmond



AGENDA REPORT

Economic Development

DATE:	March 15, 2022
TO:	Mayor Butt and Members of the City Council
FROM:	Nannette Beacham, Executive Director Jose Urquilla, Facilities Maintenance Superintendent Gabino Arredondo, Project Manager
Subject:	Emergency Contract Amendment With CD & Power DBA Got Power
FINANCIAL IMPACT:	The proposed expenditure of \$8,457.66 will be funded from the approved fiscal years Capital Fund (FY 21-22 \$8,457.66 from 42141191-400701).
PREVIOUS COUNCIL ACTION:	
STATEMENT OF THE ISSUE:	Staff is seeking approval of an emergency contract amendment with CD & Power DBA Got Power to continue to provide yearly load testing, and emergency or urgent repairs to generators at Nevin Plaza.
RECOMMENDED ACTION:	APOPT a resolution approving an emergency contract amendment with CD & Power DBA Got Power to continue to provide load testing, and emergency or urgent repairs to generators at Nevin Plaza for an amount of \$8,457.66 for not to exceed total amount of \$11,457.66 and extending the term to June 30, 2022 – Richmond Housing Authority (Nannette Beacham, 621-1300).

DISCUSSION:

On April 28, 2020, the Richmond Housing Authority (RHA) entered into a two-year, \$3,000 contract with CD & Power dba Got Power ("Vendor") to provide yearly load testing and emergency or urgent repairs to generators at Nevin Plaza.

At the Vendor's recent generator inspection and maintenance site visit at Nevin Plaza, on September 14, 2021, Vendor diagnosed that the generator was malfunctioning and would overheat. Not having a functioning generator is a health and safety concern to the residents of Nevin Plaza. The generator is necessary to power egress lights that are vital to the safety of senior and disabled tenants at Nevin Plaza should there be a power failure. The RHA maintenance staff does not have the expertise to complete the emergency generator repair work needed. For safety concerns, Got Power was asked to move forward with the emergency repairs in accordance with the emergency procurement process in RMC 2.52.334. Due to the non-routine repair, there is a need to increase the regular maintenance contract amount to pay for the outstanding invoices.

ATTACHEMENTS:

- Attachment 1 - Resolution
- Attachment 2 - Contract Amendment #1
- Attachment 3 - Contract

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, CALIFORNIA, AUTHORIZING A CONTRACT AMENDMENT WITH CD & POWER DBA GOT POWER TO CONTINUE TO PROVIDE YEARLY LOAD TESTING, AND EMERGENCY OR URGENT REPAIRS TO GENERATORS AT NEVIN PLAZA FOR \$8,457.66, FOR A NOT-TO-EXCEED TOTAL OF \$11,457.66; AND EXTENDING THE CONTRACT TERM TO JUNE 30, 2022

WHEREAS, Richmond Housing Authority (RHA) owns and manages 244 units of rental housing in the City of Richmond; and

WHEREAS, on October 22, 2019, the RHA entered into a Public Housing Authority Recovery and Sustainability (PHARS) Agreement with the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, RHA remains obligated and committed to performing all HUD-required functions and providing quality services to local program participants; and

WHEREAS, Nevin Plaza primarily serves senior citizen and disabled residents; and

WHEREAS, there is a need for regular maintenance and repairs of the generators at Nevin Plaza; and

WHEREAS, on April 28, 2020, the RHA entered into a contract for \$3,000.00 with CD & Power DBA Got Power (“Vendor”) to provide yearly load testing and emergency or urgent repairs to generators at Nevin Plaza; and

WHEREAS, at the Vendor’s generator inspection and maintenance site visit at Nevin Plaza on September 14, 2021, Vendor diagnosed that the generator was malfunctioning and would overheat; and

WHEREAS, not having a functioning generator is a health and safety concern to the residents of Nevin Plaza; and

WHEREAS, the RHA maintenance staff did not have the expertise to complete the emergency generator repair work needed; and

WHEREAS, due to the safety concerns and the Vendor’s professional expertise and ability to respond rapidly to a potentially escalating situation, Vendor was engaged to move forward with emergency repairs; and

WHEREAS, in accordance with the emergency procurement process outlined in RMC 2.52.334, RHA proceeded with the emergency work needed due to the situation being a life and safety risk to Nevin Plaza residents; and

WHEREAS, the non-routine, urgent repair on September 14, 2021, incurred an increased cost that necessitates increasing the regular maintenance contract amount to remit payment for the outstanding invoices in the amount of \$8,457.66; and

WHEREAS, the necessary contractual increase for the emergency procurement shall have a not-to-exceed total of \$11,457.66.

WHEREAS, RHA and the Vendor mutually wish to extend the term of the contract until June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND THAT the Executive Director is

authorized to enter into an emergency contract amendment with CD & Power DBA Got Power for an amount not to exceed \$11,457.66; and to extend the term of the contract to June 30, 2022.

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to take all actions necessary to implement this resolution.

The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a special meeting thereof held on March 15, 2022, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Chairperson

[SEAL]

Attest:

Secretary

Approved as to form:

City Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No.** _____ finally passed and adopted at a Special Housing Authority Meeting held on March 15, 2022.

CLERK OF THE HOUSING AUTHORITY

**RICHMOND HOUSING AUTHORITY
CONTRACT AMENDMENT**

Department: Richmond Housing Authority	Project Manager: Nannette Beacham
Project Manager E-mail: nbeacham@rhaca.org	Project Manager Phone No. 621-1300
P.R.	Contract/P.O. No. 155/22200280
Description of Services : Annual generator service and testing for RHA's generators at Nevin Plaza	
Amendment No. 1 modifies the:	
X Term and Payment Limit <input type="checkbox"/> Payment Limit <input type="checkbox"/> Term X Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the Housing Authority of the City of Richmond, California (Authority), and the following named Contractor:

Contractor Name: CD & Power

Street Address: 150 Nardi Lane

City, State, Zip Code: Martinez, CA 94553

Contact Person: Brian Benson

Telephone: 925-229-2700 ext. 126 Email: nora@gotpower.com

Business License No: 40050391 / Expiration Date:

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____
 other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between Authority and Contractor which was approved by the Board of Commissioners of the Housing Authority of the City of Richmond or executed by the Authority's Executive Director on 4/28/2020. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

Contract Amendment between the Housing Authority of the City of Richmond and

Amendment No. 1

Contract No. 155

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license before any provision of this Contract Amendment will be deemed to take effect.

6. Signatures. These signatures attest the parties' agreement hereto:

THE HOUSING AUTHORITY FOR THE CITY OF RICHMOND, CALIFORNIA

By _____

Title: _____

CONTRACTOR:

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By _____

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By: _____

Title: _____

List of Attachments:

- 1. Amendment Provisions

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313; and (3) should be accompanied by completed notary acknowledgment forms) (Complete the notary acknowledgments attached hereto)

AMENDMENT PROVISIONS (TERM AND PAYMENT LIMIT)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is 4/28/2020

and it terminates 6/30/2022 unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$8,457.66. Paragraph 3 of the Original Contract is amended to read as follows:

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 11,457.66."

The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total Contract amount is over \$10,000.

AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following task and/or services:

In addition to routine maintenance emergency work was recommended to proceed which included a new water pump, thermostat, and gasket.

CITY OF RICHMOND
'EMERGENCY JUSTIFICATION' FORM

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PROCUREMENT

Vendor Name: C&D POWER dba CALIFORNIA DIESEL & POWER
Amount: \$ 8,457.66

Phone Number: (866) 468-7697 E-mail: rob@gotpower.com

City Contact: Jose Urquilla Phone: (510) 620-6896

Emergency procurements should be made only...1) to preserve life, health or property; 2) upon a natural disaster; 3) to correct or forestall a shutdown to maintain essential public services; or 4) other unforeseeable events. **This form must be forwarded to Procurement Services, with all required backup documentation from the vendor within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.**

Describe the specific nature of the emergency and justification for the selection of the vendor. Describe items/services purchased, dates, costs, delivery timeframe, etc. Attach any cost comparisons, quotations, Council agenda statements, resolutions, or other pertinent information: (use additional sheet if necessary)

Emergency repair needed for generator at Nevin Plaza. During what was thought to be routine maintenance, a major repair was needed. The generator is necessary to power egress lights that are vital to the safety of senior and disabled tenants at Nevin Plaza should there be a power failure.

Emergency Justification Forms must be signed by the Procurement Services Manager before submission to the City Manager or City Council.

Department/Division: Richmond/Housing Authority

Department Head Signature:  Date: 02 / 24 / 2022

Finance Director Signature:  Date: 2 / 28 / 2022

City Manager Signature: _____ Date: ____ / ____ / ____

(Emergency purchases estimating/totaling UNDER \$10,000.00 require City Manager's signature)

City Council Authorization: _____ Council Date: ____ / ____ / ____

(Emergency purchases estimating/totaling OVER \$10,000.00 require Council approval. Attach Resolution.)

NOTE: FINAL APPROVAL BY CITY MANAGER AND/OR CITY COUNCIL IS REQUIRED IN ACCORDANCE WITH MUNI. CODE SECTION 2.52.334 EMERGENCY PROCUREMENT

CITY OF RICHMOND
EMERGENCY PROCUREMENT

Purpose and Background:

To provide a rapid method of procuring goods or services to prevent delays in work which may vitally affect the health, safety or welfare of citizens or employees.

Policy:

While the need for occasional emergency procurement is recognized, the practice shall be curtailed as much as possible by anticipating needs in time for the use of the regular procurement procedures.

Emergency procurements shall be authorized by the Procurement Services Division when they are in compliance with Municipal Code 2.52.334 as follows:

“...the City Manager may make or authorize others to make emergency procurements of supplies and services, when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.”

In case of actual emergency departments may procure any supplies, materials or equipment required, provided that the immediate procurement is essential to prevent delays in the work of the using department which may affect the health, safety or welfare of citizens.

The head of the using department shall send the Procurement Services Manager a requisition, a copy of the quotation and/or delivery record, and a full written explanation of the circumstances of the emergency, which shall be filed by the Procurement Services Manager as a permanent and public record of the purchase.

An “emergency” is defined as a breakdown in machinery or equipment or the interruption of an essential service or any threat to public health, safety or welfare.

Procedure:

Emergency procurements are not valid for contrived urgencies resulting from a lack of planning and organization.

Emergency procurements will only be approved when requested by authorized employees.

The using department shall contact the Procurement Services Division, advise them of the emergency, and request a PO number.

If the emergency arises during a time when the Procurement Services Division is normally closed, the using department may proceed with the procurement without a PO number.

It becomes the responsibility of the using department to inform Procurement Services of the details of the transaction within twenty-four (24) hours or at the earliest possible time on the first normally scheduled work day following the emergency.

After receipt of the required material or service, the using department shall forward to Procurement Services:

- **All quotation and/or delivery documents (from the vendor(s))**
- **The completed 'Emergency Justification' form with City Manager Signature Authorization (for purchases under \$10,000) and with Council Signature Authorization (for purchases over \$10,000) and the City Council resolution or copy of the minutes approving the specific emergency procurement.**
- **Invoices must be mailed directly to Finance, Attn: Acct. Payable.**
- **Upon final approval and signature, all original(s) must be returned to the Procurement Services Division**

Any Purchase Order not accompanied by the required paperwork, will be returned to the originating department, and will not be processed for payment until Procurement Services receives the complete package.

It is the goal of the Procurement Services Division to save funds on all procurements. By reducing emergency procurements, significant dollar savings will be realized.

**RICHMOND HOUSING AUTHORITY
PURCHASE OF SERVICES CONTRACT**

Project Mgr: Nannette J. Beacham Project Mgr Phone No: (510) 621-1300

Project Description: To provide annual generator service and testing for RHA's generators at Nevin Plaza

The parties to this Purchase of Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the Housing Authority of the City of Richmond, California, (Authority) and the following named Contractor:

(NAME) CD & Power

(Street Address) 150 Nardi Lane

(City, State, Zip Code) Martinez, CA 94553

(Taxpayer ID No.) _____

(Vendor No.) 155

(Richmond Business License No.) 40050391 (Expiration Date)

An California corporation, partnership, private individual, nonprofit corporation, religious institution, sole proprietor, other

(Please check appropriate box)

2. Term. The effective date of this Contract is 04/28/2020 and it terminates 04/28/2022 unless terminated as provided herein.

3. Payment Limit. Authority's total payments to Contractor under this Contract shall not exceed \$ 3000. The Authority shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Authority's Executive Director if the total contract amount does not exceed \$10,000 or without the prior approval of the Board of Commissioners if the total contract amount is over \$10,000.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan which is attached hereto and, is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

Authority's Obligations. Authority shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any), which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. Signatures. These signatures attest the parties' agreement hereto:

HOUSING AUTHORITY OF
THE CITY OF RICHMOND

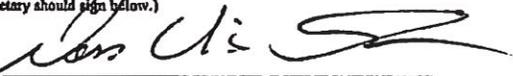
CONTRACTOR:

By  By 
Title Executive Director Title President
Date Signed 05/13/2020 Date Signed 5/11/20

LIST OF ATTACHMENTS:

Service Plan
Payment Provisions
Insurance Provisions
General Conditions
Special Conditions

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below.)

By 
Title Secretary
Date Signed 5/11/20

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit corporation, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice President and (b) the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer

SERVICE PLAN

See the Special Conditions page.

PAYMENT PROVISIONS

(PLEASE NOTE THAT THE HOUSING AUTHORITY OF THE CITY OF RICHMOND SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ADMINISTRATOR IF THE TOTAL EXCESS CONTRACT AMOUNT DOES NOT EXCEED \$10,000.00 OR WITHOUT THE PRIOR APPROVAL OF THE AGENCY BOARD IF THE TOTAL EXCESS CONTRACT AMOUNT IS OVER \$10,000.00.)

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc). Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Authority. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: Accounts Payable, Finance
Department Project Manager: Nannette Beacham
P. O. Box 4046
Richmond, CA 94804-0046
4. All invoices that are submitted by Contractor shall be subject to the approval of the Authority's Project Manager, Nannette Beacham before payments shall be authorized.
5. The Authority shall pay invoice(s) within 45 days after completion of services to the Authority's satisfaction. Authority shall not pay late fees or interest.
6. A business license from the City of Richmond shall be obtained before any" payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before any payment under this Contract shall be authorized and the insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

GENERAL CONDITIONS

1. Compliance with Law. CONTRACTOR shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours, and conditions of employment.
2. Inspection. CONTRACTOR's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the AUTHORITY, the State of California, and the United States Government.

Records.

- 3.1 CONTRACTOR shall keep and make available for inspection and copying by authorized representatives of the AUTHORITY, the State of California, and the United States Government, the CONTRACTOR's regular business records and such additional records pertaining to this Contract as may be required by the AUTHORITY.
- 3.2 CONTRACTOR shall retain all documents pertaining to this Contract for a period of five years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the AUTHORITY, the State of California, and the United States Government.

4. Reporting Requirements. CONTRACTOR shall include in all documents or written reports completed and submitted to AUTHORITY in accordance with this Contract a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report.

5. Termination.

- 5.1 Written Notice. This Contract may be terminated by either party, at their sole discretion, upon thirty-day (30) advance written notice thereof to the other, and may be canceled immediately by written mutual consent.

5.2 Failure to Perform.

- 5.2.1 The AUTHORITY upon written notice to CONTRACTOR, may immediately terminate this Contract should the CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, the AUTHORITY may proceed with the work in any reasonable manner it chooses.

5.2.2 In lieu of termination, the AUTHORITY has the right to withhold payment to the CONTRACTOR when, in the opinion of the AUTHORITY expressed in writing to the CONTRACTOR,

5.2.2.1 The CONTRACTOR'S performance, in whole or in part, either has not been carried out or is insufficiently documented;

5.2.2.2 The CONTRACTOR has neglected, failed, or refused to furnish information or to cooperate with any inspection, review, or audit of its program, work, or records; or

5.2.2.3 The CONTRACTOR has failed to sufficiently itemize or document its demand(s) for payment.

5.3 Cessation of Funding. Notwithstanding Paragraph 5.1 above, in the event that Federal, State, or other non-AUTHORITY funding for this Contract ceases, this Contract may be terminated immediately by AUTHORITY upon written notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, auditing, billing, or regulatory changes, may be developed and set forth in written Information Agreements between the CONTRACTOR and the AUTHORITY. Such Information Agreements shall be designated as such and shall not be amendments to this Contract except to the extent that they further detail or clarify that which is already required hereunder. Such Information Agreements may not enlarge in any manner the scope of this Contract, including any sums of money to be paid the CONTRACTOR as provided herein.

8. Modifications and Amendments.

8.1 General Amendments. This Contract may be modified or amended by a written document executed by this CONTRACTOR and the AUTHORITY'S Board of Commissioners or, after Board approval, by its designee, subject to any required State or Federal approval.

- 8.2 Administrative Amendments. Subject to the Payment Limit, the Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the CONTRACTOR and AUTHORITY's Executive Director subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.
9. Disputes. Disagreements between the AUTHORITY and CONTRACTOR concerning the meaning, requirements, or performance of this Contract shall be subject to final determination, in writing, in accordance with the applicable procedures (if any) required by the State or Federal Government.
10. Choice of Law and Jurisdiction.
- 10.1 This Contract is made in Contra Costa County and shall be governed and construed in accordance with laws of the State of California.
- 10.2 Any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. Conformation with Federal and State Regulations. Should Federal or State regulations touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract may be amended to assure conformance with such Federal or State requirements.
12. No Waiver by Authority. Subject to Paragraph 9 (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of the AUTHORITY relating to the CONTRACTOR's performance, or payments therefor, or any combination of these acts, shall not relieve the CONTRACTOR'S obligation to fulfill this Contract as prescribed; nor shall the AUTHORITY be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of CONTRACTOR. The CONTRACTOR shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the AUTHORITY's Board of Commissioners or its designee, subject to any required State or Federal approval.
14. Independent Contract Status. This Contract is by and between two independent CONTRACTORS and is not intended to and shall not be construed to create the

relationship of agent, servant, employee, partnership, joint venture or association.

15. Conflicts of Interest. CONTRACTOR promises and attests that the CONTRACTOR and any members of its governing body shall avoid any actual or potential conflicts of interest. If CONTRACTOR is a corporation, CONTRACTOR agrees to furnish to the AUTHORITY upon demand a valid copy of its most recently adopted bylaws and also a complete and accurate list of its governing body (Board of Directors or Trustees) and to timely update said bylaws or the list of its governing body as changes in such governance occur.

16. Confidentiality.

16.1 CONTRACTOR agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

16.1.1 All applications and records concerning any individual made or kept by CONTRACTOR or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

16.1.2 No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

16.2 CONTRACTOR agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. Nondiscrimination - CONTRACTOR. CONTRACTOR agrees to observe the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond, obligating every CONTRACTOR under a Contract with the CITY for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employees, any applicant for employment for any potential subcontractor. Said Section 2.28.030 is, by this reference, made a part of this Contract.

18. Indemnification. The CONTRACTOR shall defend, save harmless and indemnify the AUTHORITY and its officers, agents and employees from any and all claims, costs and

liability for any damages, sickness, death or injury to persons or property arising from, or connected with, the operations or services of the CONTRACTOR or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising from the sole negligence or willful misconduct of the AUTHORITY or its officers or employees. CONTRACTOR shall reimburse the AUTHORITY for any expenditures, including reasonable attorney's fees, incurred by the AUTHORITY in pursuit or defense of matters that are the subject of this indemnification. If requested by the AUTHORITY, the CONTRACTOR shall defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the CONTRACTOR.

19. Notices. All notices provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the AUTHORITY shall be addressed to the AUTHORITY's Executive Director. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR's address designated herein. The effective date of notice to the CONTRACTOR shall be the date of receipt by CONTRACTOR. The effective date of notice to the AUTHORITY shall be the date of receipt by the AUTHORITY's Executive Director.
20. Primacy of General Conditions. Except for Special Conditions which expressly supersede General Conditions, the Special Conditions (if any) and Service Plan do not limit any term of the General Conditions.
21. Nonrenewal. CONTRACTOR understands and agrees that there is no representation, implication, or understanding that the services provided by CONTRACTOR under this Contract will be purchased or renewed by the AUTHORITY under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by AUTHORITY to continue the purchase of all or any failure to continue purchase of all or any such services from CONTRACTOR.
22. Possessory Interest. If this Contract results in the CONTRACTOR having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and CONTRACTOR may be subject to the payment of property taxes levied on such interest.
23. No Third-Party Beneficiaries. Notwithstanding mutual recognition that services under this Contract may provide some aid or assistance to members of the AUTHORITY's population, it is not the intention of either the AUTHORITY or CONTRACTOR that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Contract.

24. Copyrights and Rights in Data. CONTRACTOR shall not publish or transfer any materials produced or resulting from activities supported by this Contract without the express prior written consent of the AUTHORITY's Executive Director. If any material is subject to copyright, the AUTHORITY reserves the right to copyright such, and the CONTRACTOR agrees not to copyright such material. If the material is copyrighted by CONTRACTOR, the AUTHORITY reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

25. Changes and Extra Work.

25.1 When Changes in the Services Plan are required by AUTHORITY or requested by CONTRACTOR, CONTRACTOR shall promptly estimate their effect on the cost of the services, and on its time schedule, and so notify AUTHORITY in writing.

25.2 No Change shall be implemented by CONTRACTOR unless it is approved by AUTHORITY in writing. Unless otherwise agreed to in writing, all provisions of this Contract shall apply to all Changes in the Service Plan.

25.3 If AUTHORITY determines that a Change materially affects the total value or time of performance of this Contract, CONTRACTOR and AUTHORITY will mutually agree in writing to an equitable adjustment.

25.4 Within the limits of the Contract Payment Limit of this Contract, AUTHORITY may request Extra Work to be performed by CONTRACTOR. Extra Work is defined as work which was not authorized in the original Contract, and is, subsequent to the execution of this Contract by all parties hereto, determined by the AUTHORITY to be necessary for the Project. Upon receipt of an Extra Work authorization from AUTHORITY's Authorized Representative, CONTRACTOR shall continue performance of the services as revised by the authorization.

25.5 If AUTHORITY determines that revisions to the Contract Payment Limit, Service Plan, Payment Provisions, or other parts of the Contract are necessary, the revisions shall be mutually agreed upon and incorporated herein through the execution of written amendments to this Contract.

26. Survival.

The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract, shall remain in full force and effect after termination or completion.

Performance and Final Acceptance.

27.1 CONTRACTOR represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

27.2 CONTRACTOR shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which AUTHORITY may have, CONTRACTOR shall, at its own expense, correct any services which fail to meet the above standard.

27.3 AUTHORITY shall provide CONTRACTOR an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should CONTRACTOR fail to make necessary corrections in a timely manner, such corrections shall be made by the AUTHORITY and the cost thereof shall be charged to CONTRACTOR.

27.4 If warranted, AUTHORITY shall determine, and CONTRACTOR may request such determination, that CONTRACTOR has satisfactorily completed performance of this Contract. Upon such determination, AUTHORITY shall issue to CONTRACTOR a written Notice of Final Acceptance, after which CONTRACTOR shall not incur further costs under this Contract. CONTRACTOR shall respond to such Notice of Final Acceptance by executing and submitting to AUTHORITY a Release and Certificate of Final Payment.

28. Force Majeure.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

29. Severability.

In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, AUTHORITY and CONTRACTOR shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications

thereof, shall not be affected thereby.

30. Authorized Representatives and Notices.

30.1 AUTHORITY and CONTRACTOR shall each designate, below, an Authorized Representative who has authority to act on its behalf in the administration of this Contract.

30.2 Written notification to the other party shall be provided, in advance, of changes in name or address of such Authorized Representatives.

30.3 Notices provided for under this Contract shall be in writing, and shall be served on the Authorized Representative of the receiving party, either personally or at the party's offices, or by registered or certified mail to its office address.

30.4 AUTHORITY hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nannette J. Beacham

330 24th Street Richmond CA 94804

(510) 621-1300, nbeacham@rhaca.org

30.5 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Brian Benson, ext. 126

150 Nardi Lane

Martinez, CA 94553

1-925-229-2700

31. Pursuant to Richmond Municipal Code Section 7.04.030, the Contractor must have, or must obtain, a City of Richmond business license before any provision of this Contract will be deemed to take effect.

SPECIAL CONDITIONS

1. Contractor shall provide the services set forth in the documents entitled "Richmond Housing Authority Scope of Services and Project Rates" which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached "Richmond Housing Authority Scope of Services and Project Rates", the terms and conditions set forth in the General Conditions shall take the precedence and shall prevail.

2. In addition to the General Conditions set forth herein, Contractor shall comply with the terms and conditions set forth in the documents entitled "General Conditions for Non- Construction Contracts Sections I" (HUD-5370-C), "Certifications and Representations of Offerors" (HUD-5369-C), and "Certification Regarding Debarment and Suspension" (HUD-2992) which are attached hereto and incorporated herein by this reference. If there are any conflicts between the terms and conditions set forth in the General Conditions set forth herein and the terms and conditions set forth in the attached documents, the terms and conditions set forth in the attached documents shall take precedence and shall prevail.

3. Contractor shall provide the insurance coverage set forth in the document entitled "City of Richmond — Insurance Requirements — Type 1: "Consultants and Contractors" which is attached hereto and incorporated herein by this reference. Contractor shall maintain said coverage during the entire term of this contract. However, wherever the document refers to the "City of Richmond" or the "CITY", the Contractor shall substitute the words "Housing Authority of the City of Richmond" or "Authority".

Powered By Integrity



GotPower.com

CD & Power

After Hours Emergency Service

24 Hours a Day / 7 Days a Week

925-229-2700

Option 2

- **CD & Power** normal service hours are:
 - Monday thru Friday from 8:00A.M. to 4:30 P.M.
- In the event that your power systems equipment or any associated support systems malfunction outside of normal working hours please call the 24-Hour service number listed above to be forwarded to a service specialist.

Please distribute this emergency call out plan to all members of your staff.

Corporate Headquarters:
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622 Fax 916.564-1083

Powered By Integrity



GotPower.com

Date: 5/11/2020

Quote #: RICHMONDHOUSING

To: RICHMOND HOUSING AUTHORITY
330 24th STREET
RICHMOND CA
Ph: 510 620 6606
Fax: _____
Email: aarendondo@rhaca.org

CD & Power is pleased to provide you with a proposal for a customized maintenance package based on the information you have provided. We will be providing maintenance visits for each generator as follows:

ANNUAL SERVICE LOAD BANK & QUARTERLY INSPECTION

During each maintenance visit we will perform the items as described in the "Detailed Description of Service" you will find attached.

Thank you for the opportunity to help your operations run more smoothly during emergencies.

Sincerely,

RON SCHRADER
SERVICE MANAGER

Corporate Headquarters:
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622 Fax 916.564-1083

Powered By Integrity



GotPower.com

CD & Power'S CREDENTIALS

- ❖ Has been in business over 30 years
- ❖ Factory trained technicians
- ❖ On-going training programs
- ❖ On-going safety training
- ❖ Service contracts customized to the customer's needs
- ❖ Full service parts department to support field technicians
- ❖ 24-hour emergency service.
- ❖ Experienced Managers
- ❖ Job management from estimate to completion
- ❖ Warranty station
- ❖ Friendly staff
- ❖ Prompt response to customer needs

Corporate Headquarters:
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622 Fax 916.564-1083

CD & Power provides maintenance to all makes and models of generator sets and diesel engines.

DETAILED DESCRIPTION OF SERVICE - Inspection

GENERAL:

Visual inspection –Complete visual inspection of all Generator equipment and surrounding area.

AIR INDUCTION AND EXHAUST SYSTEM:

Air Filter Service Indicator - Inspection for proper operation and notation of reading.

Air Filter - Inspect.

Air Inlet System - Visual inspection of piping and air filter housing for damage, loose connections, and evidence of leaks. Air filter housing to be cleaned when air filter is cleaned or replaced. Condition of gaskets and seals will be checked.

Turbocharger - Inspection for lube oil or exhaust leakage. Check for unusual noise and proper operation.

Exhaust Manifold - Inspection for damage, loose or missing hardware, and evidence of exhaust leakage. Inspect for oil slobbering.

Exhaust System - Exterior inspection of silencer and piping for damage, corrosion, or leakage. Check condition of rain cap. Check supports for vibration damage and loose connections.

Check & Drain condensation trap.

COOLING SYSTEM:

Radiator/Heat Exchanger - Visual inspection for leaks, damage, and debris. Inspect louvers for correct operation.

Coolant - Visual inspection of coolant for correct level and signs of contamination. Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.

Hoses and Connections - Visual inspection of all exposed hoses for exterior deterioration.

Check tightness of all exposed connections.

Fan Drive Pulley and Fan - Check for loose or worn pulleys.

Fan Belts - Inspection for wear and/or deterioration. Check fan operation and clearance.

Jacket Water Heater - Inspection for proper operation. Check exterior / exposed thermostat setting for proper coolant temperature.

Water Pump - Visual and operational inspection for leaks and/or unusual noises.

FUEL SYSTEM:

Fuel line and Connections – Inspection for leaks and tight connections. Check support brackets.

Governor and Engine Controls – Inspection of governor lube oil level. Inspection of controls and linkage for proper operation. Addition of lube oil as necessary.

Fuel Filters (Primary and Secondary) Inspection for leaks and tight connections. Check Support brackets.

Day tank – Check and log fuel level. Visual inspection of day tank system for leaks. Test day tank pump for proper operation. Visual inspection of fuel condition for contaminants.

Main Fuel Tank – Check and log fuel level. Visual inspection of tank, if possible. Visual inspection of fuel condition for contaminants.

Water Trap (Separator) – Note if water was found in the water separator. Drain water.

Engine Mounted Fuel System Priming Pump – Check for proper operation.

Fuel Transfer Pump (Remote Mounted) Check for proper operation.

Fuel Pressure – Check site gauge for correct pressure. Note fuel pressure while running. (If equipped.)

Corporate Headquarters:

150 Nardi Lane

Martinez, California 94553

Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:

4372 Pinell Street

Sacramento, California 95838

Phone 916.584.2622 Fax 916.564-1083

Gaseous Fuel Supply System (Regulators, Valves, Pipes and Vents) - Visual inspection for damage, leaks and proper operation. If leak suspected, spray a mixture of water and liquid detergent on each connection or utilize Sniffer.

IGNITION SYSTEM:

Visually inspect ignition system components. (Cap, Points, Plugs)

LUBE OIL SYSTEM:

Oil Level - Inspection for correct oil level and for signs of contamination. Visual inspection of unit for leaks.
Oil Pressure - Operational check of oil pressure gauge for correct pressure. Note engine oil pressure at rated speed.
Oil Pressure - Operational and visual inspection of the pre-lube pump.
Crankcase Breather - Inspect and clean crankcase breather
Check crankcase and note any excessive blow-by.

ENGINE STARTING SYSTEM:

Batteries - Inspection for damage or leakage. All battery connections will be cleaned and tightened.
Batteries - Measurement and recording of specific gravity readings for each battery cell. (If applicable)
Batteries - Check for correct electrolyte level.
Batteries - Recording of DC voltage power supply.
Battery Charger - Inspection for proper operation, loose terminals, and deteriorated wiring.
Starting Motor - Inspection of electrical connections and wiring.
Alternator - Inspection for proper operation, loose connections, and mounting hardware. Check belts, pulley, and voltage output.

MONITORS AND SAFETY CONTROLS:

Safety Controls - Inspection for loose connections, and wiring deterioration.
Remote Annunciation - Inspection of panel and lighting/illumination for proper operation.

GENERATOR AC POWER UNIT:

Visually inspect overall condition for foreign objects, loose or broken fittings, guards and components.

GENERATOR MECHANICAL:

Space Heaters - Inspection for proper operation.
Space Heaters - Check AC power and control wiring for the space heater.
Generator - Inspection of generator windings for foreign material and dirt. (No cover removal)
Vibration Isolators - Check for proper adjustment and hardware condition.

GENERATOR CONTROL PANEL:

Start Controls (Manual and Automatic) - Check for proper operation. Check automatic start. (If Allowed)
Voltmeter - Check for correct readings. Check voltage level.
Ammeter - Check for correct readings while system is under load. (If Permitted)
Frequency Meter - Check for correct readings under load, and with no load, conditions. (If Permitted)

Corporate Headquarters:
150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:
4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622 Fax 916.564-1083

TRANSFER SWITCH:

Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.

Perform heat scan on all contacts.

OPERATIONAL CHECK:

Generator will be run for a minimum of 20 (twenty) minutes for operational testing

DETAILED DESCRIPTION OF SERVICE - ANNUAL SERVICE

Note: includes all items listed in Inspections above in addition to the items listed below:

AIR INDUCTION AND EXHAUST SYSTEM:

Turbocharger – Inspection of the turbocharger.

Valve Train – Audio Analysis for improper operation.

COOLING SYSTEM:

System - Pressure test cooling system. (If Leak Detected)

Radiator Cap – Check for correct pressure rating. Pressure Test. Check sealing gasket and neck sealing surfaces for signs of deterioration.

FUEL SYSTEM:

Fuel Filters – Change all fuel filters. Inspect for damage, leaks and proper operation. Clean Strainers if applicable.

LUBE OIL SYSTEM:

Oil and filters – Change crankcase oil and filters.

ENGINE STARTING SYSTEMS:

Magnetic Pick-up- Removal, inspection, adjustment (As needed).

MONITORS AND SAFETY CONTROLS:

Gauges – Check & note: Oil pressure, coolant temperature, and alternator gauge readings.

Sending Unit Switches – Check coolant level and oil pressure sending unit switches for loose connections.

GENERATOR MECHANICAL:

Exciter – Check exciter clearances (Air Gap) (If accessible)

Conductors – Inspection of AC and DC conductors for insulation damage within the generator enclosure. (If accessible)

Generator Fan – Inspection of fan hardware.

GENERATOR CONTROL PANEL:

Circuit Breakers – Inspection for free movement of circuit breakers.

Control Panel – Vacuum/clean engine generator set control panel.

Connection Enclosure – Vacuum/clean engine generator set connection enclosure.

Corporate Headquarters:

150 Nardi Lane

Martinez, California 94553

Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:

4372 Pinell Street

Sacramento, California 95838

Phone 916.564.2622 Fax 916.564-1083

AIR QUALITY COMPLIANCE:

Customer education.
Inspection for appropriate permit.
Inspection for appropriate record keeping.
Review of permitted hours. (If Permit is available)
Document customer supplied log.

CUSTOMER CARE:

Review findings and reports with customer. (If Customer Present)
Determine if customer has questions or needs clarification.

PRICING:

ANNUAL SERVICE \$700 LOAD BANK \$710.00 INSPECTION \$450.00

FIRE PUMP: Service is limited to the engine only. All pump and pressure testing must be performed by a pump licensed contractor.

***ADDITIONAL SERVICES AVAILABLE**

LOAD BANK TESTING - pricing based on size of generator

Code: NFPA 110 - Section 8 (yearly 2 hour test)

Perform cold start of generator set (If allowed by customer - additional charges apply).

Check time delays.

Apply not less than 50% load for 15 minutes.

Apply 75 - 100% load for 1 hour 30 minutes.

Allow unit to cool down and go through shutdown sequence – 10 minutes.

During test record the following at 15 minute intervals:

Volts and amps – All Legs.

Hz, PF, KW, Oil PSI, Temp, Fuel PSI

Note: Load bank tests are performed at the customer's own risk. Customer acknowledges that during testing mechanical failures can occur. Additional charges for repairs and restarting and completing the load bank test are the Customer's responsibility.

LOAD BANK TESTING - pricing based on size of generator

Code: NFPA 110 - Section 8 (3 year 4 hour test)

Perform cold start of generator set. (If allowed by customer - additional charges apply).

Check time delays

Apply not less than 30% load for 15 minutes

Apply 75% - 100% load for 3 hours and 45 minutes

Allow unit to cool down and go through shutdown sequence - 10 minutes

During test record the following at 15 minute intervals:

Volts and amps - all legs

Hz, PF, KW, Oil PSI, Temp, Fuel PSI

Note: Load bank tests are performed at the customer's own risk. Customer acknowledges that during testing mechanical failures can occur. Additional charges for repairs and restarting and completing the load bank test are the Customer's responsibility.

Corporate Headquarters:

150 Nardi Lane
Martinez, California 94553
Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:

4372 Pinell Street
Sacramento, California 95838
Phone 916.564.2622 Fax 916.564-1083

TRANSFER SWITCH INSPECTION & TESTING - \$290 per ATS:

Code: NFPA 110 Section 8

Test automatic transfer switch (ATS) for correct operation by simulating a utility power supply failure for 30 minutes.

Check for correct sequential operation of the ATS

Recording of utility AC voltage at ATS connections

Recording of engine generator set AC voltage at the ATS connections

Recording of engine generator set Amperage on normal load

Check all connections

Check for evidence of overheating and excessive contact erosion

RUPTURE BASIN - pricing \$290 (up to 4 sensors)

Code: CFC 5003.2.9 - 5004.2.2.5

Annual leak detection verification

Leak detection sensors are removed and triggered manually to verify both audible and visual alarms

TANK INSPECTION :

Code: SPCC SP001

Annual tank inspection - \$300

Certified Inspection Periodic Inspection - \$1895

FUEL POLISHING - price based on fuel tank capacity

Fuel is filtered of contaminants

REMOTE MONITORING - pricing starting at \$1895

AQMD Compliant

Easily access generator run data and remote monitoring

****Pricing for all ADDITIONAL SERVICES is based on service being performed at same time of Annual Service or Inspection and during regular business hours. If ADDITIONAL SERVICES are not done at time of Annual Service or Inspection additional charges will apply.***

Corporate Headquarters:

150 Nardi Lane

Martinez, California 94553

Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:

4372 Pinell Street

Sacramento, California 95838

Phone 916.564.2622 Fax 916.564-1083

- 1) CD & Power shall provide 24-hour emergency service billed as set forth below. A representative of COMPANY that is empowered to authorize payment must place calls for service made by COMPANY to CD & Power.
- 2) Calls by customer for service / repairs shall be billed at \$149.00/hr portal to portal plus mileage (\$2.50 per mile), Monday through Friday, 8:00am to 4:30pm, normal time. Calls requested after normal time will be billed, hourly, plus mileage charge as follows:

4:31pm to 12:00am	\$209.00/hr.	12:01am to 7:59am	\$268.00/hr.
Saturdays, 8:00am to 12:00am	\$209.00/hr.	Sundays and Holidays	\$268.00/hr.

- 3) CD & Power warranties parts and service for 90 days from date of purchase to be free from defects in workmanship under normal use and service. CD & Power obligation under this warranty is limited to repair or replacement, at CD & Power option, of any parts damaged due to faulty workmanship. CD & Power shall in no event be liable for failures resulting from owner or operator abuse or neglect such as but not limited to; operation without adequate fluids, over fueling, over speeding, lack of maintenance, improper storage, starting, warm-up, run-in or shutdown practices. CD & Power shall in no event be liable for towing charges, maintenance items, communications expenses, meals, lodging and incidental expenses incurred by owner or employee of owner, "down-time" expenses, overtime expenses, and cargo expenses and all business cost and losses of revenue resulting from a warrantable failure.
- 4) CD & Power shall advise COMPANY of any changes made to equipment.
- 5) CD & Power, at its own expense, shall obtain and maintain in full force and affects the following insurance with sound and reputable insurers during the term of this agreement:
 - 1. Worker's Compensation insurance in accordance with the statutory requirements of the state in which the maintenance is to be performed;
 - 2. Automobile Liability insurance on all motor vehicles for highway use, both owned and non-owned and,
 - 3. Comprehensive Liability insurance for bodily injury and property damage.
- 6) Customer will be responsible for any additional premiums that occur due to requests for special endorsements or forms that are not a part of CD & Power's standard insurance policy.
- 7) Neither COMPANY nor CD& Power may assign this Agreement or any of its rights hereunder or delegate any of its duties hereunder without prior written consent of the other.
- 8) Service and Hourly rates are reviewed and potentially increased at the end of each calendar year.
- 9) Term of this agreement shall be for one year from date of signature.
- 10) Pricing is valid for 30 days from date of quote unless Agreement is executed.

I have read and understand all of the above terms, conditions and description of the services provided.

CUSTOMER:

By: _____
 (Name)

 Date

 Title

CD & POWER

By: *Jim Collavo*
 (Name)
 President
 Title
 Date *5/11/20*

Corporate Headquarters:
 150 Nardi Lane
 Martinez, California 94553
 Phone 925.229.2700 Fax 925.229.2702

Sacramento Branch:
 4372 Pinell Street
 Sacramento, California 95838
 Phone 916.564.2622 Fax 916.564-1083

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 90 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

- (i) Award of the contract may result in an unfair competitive advantage; or
- (ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of-

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

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

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

(b) For purposes of subdivision (b)(1)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

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

(d) Only those services expressly authorized by subdivisions (b)(1)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

Certifications and Representations of Offerors Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/98)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and
(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
(b) [] is, [] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
(c) [] is, [] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- [] Black Americans [] Asian Pacific Americans
[] Hispanic Americans [] Asian Indian Americans
[] Native Americans [] Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that---

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

 5/11/20
Signature & Date:

Typed or Printed Name:

Jill Collaro

Title:

President

Certification Regarding Debarment and Suspension

U.S. Department of Housing
and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
CO+ Power		5/11/20
Signature of Authorized Certifying Official	Title	
Jill Callard	President	

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

In all instances where a CONTRACTOR or its representatives will be conducting business and/or providing services, the City requires the following MINIMUM Insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability Insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability Insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City before any work may begin. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

- Minimum Scope of Insurance** - the following forms shall be provided and coverage shall be at least as broad as the following:
1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001) including coverage for bodily and personal injury, property damage, and products and completed operations.
 2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)
 3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
 4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
 5. Original and Separate Waiver of Subrogation for Workers' Compensation and Builder's Risk/ Course of Construction Insurance.
 6. Builder's Risk/Course of Construction Insurance covering all risks of loss less policy exclusions when the City of Richmond has a financial interest in the property. - (Only required for Construction Contracts involving property)
 7. Contractor's Pollution Liability (if applicable for Construction Contractors)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .

**City of Richmond - Insurance Requirements - Type 1:
Consultants and Contractors**

General Liability <i>(primary and excess limits combined)</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$5 million	\$2 million p/o
	\$5 million - \$10 million	\$5 million p/o
	Over \$10 million	\$10 million p/o
	<i>Fireworks</i>	<i>\$5 million p/o</i>
Includes coverage for bodily injury, personal injury, property damage and products and completed operations. The policy shall not exclude coverage for XCU perils (explosion, collapse, or damage to underground property). If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.		
Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.		
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Builders' Risk/Course of Construction - Covers property under construction, repair or renovation as well as equipment and materials to be installed. <i>(Only required for Construction Projects Involving property and equipment installation.)</i>	Coverage shall include all risks of direct physical loss, excluding earthquake, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions, including soft costs and business interruption. If the project does not involve new or major reconstruction, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the City of Richmond's site. The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights of subrogation against City.	
Contractor's Pollution Liability (if applicable) Protects against: <i>unexpected/unintended release of pollution resulting from contractors covered operations such as:</i> HVAC, paving, carpentry, pipeline & tank installation, drillers, remediation contractors, maintenance, mechanical, demolition, excavation, grading, street/road construction, residential & commercial builders.	Same limits as General Liability.	
Required Policy Conditions		
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.	
Additional Insured Endorsement	Applicable to General Liability Coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured, including but not limited to bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. ISO form CG 20 10 (11/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61	

<p>City of Richmond - Insurance Requirements – Type 1: Consultants and Contractors</p>

<p>Primary and Noncontributory</p>	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
<p>Waiver of Subrogation Endorsement Form</p>	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers Compensation and Builder's Risk/ Course of Construction coverage during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61</p>
<p>Deductibles and Self-Insured Retentions</p>	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
<p>Loss Payable Endorsement (only required when Builder's Risk and/or Course of Construction Insurance is required.)</p>	<p>Applicable to Builder's Risk/Course of Construction naming the City of Richmond as Loss Payee.</p>
<p>SURETY BONDS (If a Public Works/Engineering Project)</p>	<p>The Contractor shall provide:</p> <ol style="list-style-type: none"> 1. A Bid bond 2. A Performance Bond 3. A Payment Bond

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**City of Richmond - Insurance Requirements – Type 1:
Consultants and Contractors**

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Contractor must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

