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HACLA

Build HOPE: Investing in People and Place

June 17, 2026

SUBJECT: Request for Proposal No. RFP HA-2026-36 for As-Needed Asphalt and Concrete at Public Housing Sites

Interested Parties:

The Housing Authority of the City of Los Angeles' ("HACLA") is seeking proposals from qualified and experienced firms to provide as-needed asphalt and concrete at HACLA's public housing sites. The Scope of Services ("SOW"), which is attached hereto as Exhibit A, contains the additional project information.

The scope of services and instructions for preparing proposals are contained in the Request For Proposals ("RFP"), which is available on the Regional Alliance Marketplace for Procurement ("RAMP") website at www.rampla.org **,** a service provided by the City of Los Angeles and the Los Angeles Business Council. RAMP access requires registration, which is free. **If you do not register at: www.rampla.org, you will not receive notification of any Addenda that may be issued for this solicitation.**

Proposals must be received at: 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than **11:00 a.m. PST on July 15, 2026.** Proposals may be hand delivered by contacting the Contracts Administrator listed below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real-time tracking and delivery) or U.S. Postal Service.

If you have questions concerning this solicitation, please contact **Timothy Shay**, Contracts Administrator at: (213)-544-7005 or by email at: **timothy.shay@hacla.org**. Your interest and participation are greatly appreciated.

Sincerely,

Signed by:

A4D530D0FD904FA...

Suket Dayal,
Chief Administrative Officer

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HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES

2600 Wilshire Blvd.
Los Angeles, CA 90057

AS-NEEDED ASPHALT AND CONCRETE AT PUBLIC HOUSING SITES

IMPORTANT DATES

Issue Date:	**6/17/26**
Last Date for Written Questions:	**6/26/26 at 5:00 p.m. (PST)**
Deadline for Submission:	**7/15/26 at 11:00 a.m. (PST)**

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I. INTRODUCTION

A. Profile

HACLA was established in 1938 by City of Los Angeles Resolution No. 1241 and has since grown to become one of the nation's largest and leading public housing authorities, providing the largest supply of quality affordable housing to residents of the City of Los Angeles. HACLA currently owns and manages a citywide portfolio of 9,405 housing units, administers monthly housing assistance payments for more than 58,000 families, and provides a wide range of programs and services.

HACLA's funds are derived from five main sources: HUD's annual operating subsidy, HUD's annual public housing Capital Fund, Section 8 rental subsidies, rents from HACLA's public housing units, and other public (federal and non-federal) and private sources. HACLA's annual budget exceeds $1 billion.

B. Purpose

The Housing Authority of the City of Los Angeles ("HACLA") issues this Request for Proposals ("RFP") to procure purchase and delivery of asphalt and concrete to be provided on an as-needed basis at HACLA's public housing sites, as described more fully in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference ("Services" or sometimes "Work").

These Services are being procured using the procedures for competitive proposals authorized by HACLA's Procurement Policy. The procured Services will be paid using federal funding from the United States Department of Housing and Urban Development ("HUD").

HACLA intends to seat a panel of qualified providers ("Contractors"), each operating under one-year contracts with four one-year options, for a total contracting period of up to five years. Contractors will be selected on the basis of best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP. The number of Contractors selected will be determined based on the quality of the proposals and HACLA's business needs.

II. GENERAL INFORMATION

A. Contract Administrator

The Contract Administrator for this Request for Proposals ("RFP") is **Timothy Shay**. Questions concerning this RFP may be directed to **Timothy Shay**, via email at: **Timothy.Shay@hacla**.

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No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or HACLA staff after issuance of the RFP, with the exception of the Contract Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contract Administrator.

B. Contractors with Organizational Conflicts Not Eligible

Any individual or business who provided services relating to studies or specifications prepared for this solicitation is not eligible to compete for this work. To learn more, see the Organizational Conflicts of Interest section of HACLA's Procurement Policy, which may be viewed at www.hacla.org/forms.

C. Licensing Requirements

Contractors must possess one or more of he following license/certifications to perform this Work:

- C-12, Earthwork and Paving
- A, General Engineering
- C-32, Parking and Highway Improvement

D. Registration for Public Works

This project qualifies as a public works project as defined by Labor Code section 1720. Since the value of the Contract for this project will exceed $15,000, this project will be registered with the DIR. Contractor and its public works subcontractors shall be registered with the Department of Industrial Relations to perform on public works projects. More information concerning the state's registration program is available at www.dir.ca.gov/Public-Works/PublicWorks.html.

E. Wages, Labor and Reporting Requirements

1. Federal Exemption Applies. This project is solely funded using federal funding and is undertaken for the development, maintenance, and modernization of a public housing project; therefore, the federal exemption of state prevailing wages at 24 CFR 965.101 is applicable. This project is subject to compliance monitoring and enforcement by the U.S. Department of Labor and the U.S. Department of Housing and Community Development.

2. HUD-Approved Maintenance Wages. All laborers and mechanics employed on projects under the subject Contract shall be paid unconditionally, without subsequent deduction (except as otherwise provided by law or regulations), and not less often than semi-monthly, the full amount of wages due at time of payment computed at rates not less than those

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contained in the Maintenance Wage Rate Decision(s) approved by the U.S. Department of Housing and Urban Development that are in effect during the course of the project. Maintenance Wage Rate Decision(s) are available for downloading at HACLA's Public Works Labor Compliance page at www.hacla.org/pwlc (see Public Housing Routine/Non-routine Maintenance Activity, Federally-Funded).

There are two types of Maintenance Wage Rates: Routine and Non-Routine. "Routine" maintenance is generally understood to be work items that are ordinarily performed on a regular basis in the course of property maintenance, whereas "nonroutine maintenance" is defined at 24 CFR 905.200(b)(5) as work items that ordinarily would be performed on a regular basis in the course of maintenance of property but have become substantial in scope because they have been postponed and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Nonroutine maintenance activities include the replacement of obsolete utility systems and dwelling equipment.

For purposes of the subject Contract for as-needed asphalt and concrete services, the as needed asphalt patching and restriping contemplated under the subject Contract are considered "routine" activities for which "Routine" Maintenance Wage Rate Decisions will apply. All other activities (overlays, installs, cold planning) will be considered "non-routine" activities, and the "Non-Routine" Maintenance Wage Rate Decisions will apply.

Maintenance Wage Rate Decision(s) remain in effect for two calendar years and are subject to change. Contractor is responsible for ensuring the most current wage decision is applied and that employees are paid no less than the applicable wages.

3. Responsibilities. Maintenance Wage Rate Decision(s) are subject to revisions and reflect an expiration date; Contractor is responsible for ensuring the most current HUD approved maintenance wage rate decision is applied and that employees are paid no less than the applicable wages. Contractor shall allow HACLA staff to conduct on-site wage interviews and shall post labor-related information as requested by HACLA. Contractors shall provide HACLA staff with copies of certified payrolls and subcontracts for auditing purposes within 10 days after receipt of HACLA's written request. Contractors and subcontractors employed on the project may address questions concerning applicable wage rates and payroll reporting to LaborCompliance@hacla.org.

4. Project Registration; DOL Jurisdiction. Since the value of the contract will exceed $15,000, HACLA will register this project with the DIR and Contractor and its public works subcontractors shall be registered with the Department of Industrial Relations to perform on public works projects. Since this federally funded project is under the jurisdiction of the U.S. Department of Labor, Contractor and its subcontractors will not be required to submit certified payrolls to the State's Labor Commissioner.

F. Utilization of Subcontractors

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1. The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) shall be considered to apply to all subcontracts in excess of one-half of one percent (.5%) of the total amount of the proposal. Said Act requires subcontractors, if used, to be listed in the Prime Contractor's proposal, prohibits the substitution of subcontractors, except as therein authorized, and provides for penalties for violations of said Act.

2. Contractor shall, with respect to any subcontractor performing any portion of the Work, complete and submit with its proposal the List of Subcontractors, attached hereto as Exhibit D.

3. Contractors who do not specify a subcontractor for any portion of the Work to be performed under the proposed Contract in excess of one-half of one percent (.5%), shall be fully qualified to and shall agree to perform that portion of the work. (Pub. Cont. Code § 4109)

4. The Contractor awarded the Contract hereunder shall not, without the consent of the Authority, either: (i) substitute any person as subcontractor in place of the subcontractor designated in the original proposal; or (ii) permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the original proposal. The substitution of subcontractors on this public works project will be governed by the Subletting and Subcontracting Fair Practices Act.

5. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete, and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting for purposes of this RFP.

G. General Instructions

1. Supplemental Instructions

The instructions set forth herein are in addition to and supplement the instructions set forth at Instructions to Offerors (Non-Construction) (HUD Form 5369-B), attached hereto as Exhibit K.

2. Minimum Acceptance Period

“Acceptance period” as used in this provision means the number of calendar days available to HACLA to award a contract, which is calculated commencing upon the day the proposal is due. HACLA requires a minimum acceptance period of 120 days. Any proposal

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allowing less than HACLA's minimum acceptance period will be rejected.

3. Submission of Written Questions

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Timothy Shay, Contract Administrator, at Timothy.Shay@hacla.org no later than **5:00 p.m. on June 26, 2026**. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to the RFP and will result in greater clarity for all providers.

4. RFP Addenda

If it becomes necessary for HACLA to revise any part of this RFP, or to answer questions or provide clarification or additional information after this RFP is released, a written addendum will be posted to RAMP at **www.rampla.org**. As previously indicated, access to RAMP requires registration, which is free.

If addenda are issued, provider transmittal letters must include a statement acknowledging receipt of the addenda.

All addenda issued become part of this RFP. Providers may ascertain whether any addenda have issued by reviewing this RFP listing at **www.rampla.org**. It is the responsibility of providers to determine whether any addenda have been issued.

5. Submittal Instructions

Proposals must be received at HACLA's business office at 2600 Wilshire Boulevard, Los Angeles no later than 11:00 a.m. PST on **July 15, 2026**.

All proposals shall be enclosed in a sealed package marked with the words "**Proposal Responding to RFP No. HA-2026-36; Do Not Open Until 11:00 a.m. on July 15, 2026."**

Please submit one readable CD-ROM disk or USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. HACLA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

Proposals may be hand delivered at 2600 Wilshire Boulevard **(entrance is through the building's subterranean parking structure accessible from Rampart Blvd)**. Please contact the Contract Administrator identified herein, who will coordinate the receipt of the proposal. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

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6. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when HACLA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of HACLA's General Business Office.

HACLA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **HACLA does not accept the submittal of proposals through email or other electronic methods.**

7. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to HACLA; (iii) negotiating with HACLA any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. HACLA will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.

8. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit D.

9. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit HACLA to award a contract. HACLA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with providers, or to cancel all or part of this RFP.

10. Joint Offers Not Accepted

Where two or more providers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. HACLA intends to contract with a single business and not with multiple providers doing business as a joint venture.

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11. Proposed Contract

The Contractors selected for contract award through this RFP will be required to enter into a written contract with HACLA. The contract attached hereto as Exhibit L is the agreement proposed for execution (the "Proposed Contract"). The Proposed Contract will be modified to incorporate the necessary elements of the successful contractor's proposal, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable Federal and/or State laws and regulations.

Any exceptions or deviations from the requirements set forth in the Proposed Contract must be declared in the proposal at the time of submittal. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

12. Protests

Protests must be in writing and delivered electronically (i.e., via email) or by mail to the attention of the Contract Administrator in accordance with HACLA's Procedures for Competitive Solicitation Protests ("Protest Procedures"). The Protest Procedures may be reviewed at www.hacla.org/forms.

13. Notice Regarding Disclosure of Proposal Contents

All proposals received by HACLA will become the property of HACLA and be considered "public records" as defined by Government Code section 7920.530(a) of the California Public Records Act (Government Code section 7920 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Contractor Responsibility Questionnare, which is marked as "Confidential." HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

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14. Insurance Requirements

The insurance coverages and amounts required for these Services are:

Workers' Compensation (statutory) / Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos)	$1,000,000
Commercial General Liability (HACLA as an additional insured) (X) Premises and Operations (X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract (X) Independent Contractors (X) Products/Completed Operations (X) Property Damage Incl. Completed Operations (X) Fire Legal Liability	$1,000,000
Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	$500,000

Additional requirements concerning insurance coverages are set forth in the Contractual Requirements for Insurance, which may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms. The Contractor awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

15. Vendor and SAM Registrations

All providers submitting proposals shall complete vendor registration on Oracle iSupplier at www.hacla.org/becomeavendor. Providers who are already registered vendors shall review and update their accounts for accuracy at iSupplier.

Register your entity or get a Unique Entity ID to get started doing business with the federal government at: https://sam.gov/entity-registration

The System for Award Management (SAM.gov) is an official website of the U.S. Government. There is no cost to use SAM.gov. Eventually, SAM.gov will offer a single login to navigate the federal award lifecycle. Today, you can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration

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- Get a Unique Entity ID
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), and contract opportunities (formerly FBO.gov)
- Run contract data reports (formerly part of FPDS.gov).
- View and submit BioPreferred and Service Contract Reports
- Access publicly available data via data extracts and system accounts

16. Workforce Profile

All providers submitting proposals shall submit a completed Contractor Workforce Profile (Exhibit E), which provides information concerning the race and ethnic designations of each permanent, full-time (eight hours or more per day) employee employed by the business. The race and ethnic designations are those used by the Equal Employment Opportunity Commission.

17. Information About Other Procurement Opportunities

You can obtain information about other procurement opportunities by visiting HACLA's website at www.hacla.org/en/contracts-and-procurement/open-solicitations, and by accessing the Regional Alliance Marketplace for Procurement ("RAMP"), a service provided by the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

19. Procurement Policy

All procurement activities of HACLA are conducted in accordance with HACLA's Procurement Policy, applicable state and federal laws and regulations, including 2 CFR at Part 200, particularly sections 200.318 through 200.326 (procurement standards), all as may be amended from time to time. HACLA's Procurement Policy may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

20. City Minimum Wage Ordinance

Contractors are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). Some businesses are eligible for exemption or deferral. HACLA expects its Contractors to consider the cost of compliance in their proposed pricing. Contractors are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit https://wagesla.lacity.org/.

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III. PROPOSAL FORMAT AND CONTENT

A. Presentation

Proposals should be submitted in electronic form (8-1/2" x 11" page size format). Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content

1. Transmittal Letter/Introduction

A letter of transmittal or introduction addressed to the Contract Administrator and signed by a person authorized to bind the business to the terms of the proposal must accompany the proposal. The letter must, at a minimum, contain the following:

(a) The name of the business, and its mailing address and telephone number;

(b) The name, title and contact information (email address and telephone number) for the provider's primary contact person;

(c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see Minimum Acceptance Period above);

(d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency; and

(e) If applicable, a statement acknowledging receipt of any addenda issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications (25 Points Max)

Overview: HACLA awards Contracts only to responsible prospective Contractors who are qualified to perform the Contract and are in good standing with HACLA, and where required, in good standing with the California Secretary of State's Office. A responsible

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Contractor is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Contractor responsibility is evaluated by examination of a variety of resources, including but not limited to Contractor's proposal, responses to the Contractor Responsibility Questionnaire attached as Exhibit C and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on HACLA contracts.

Please furnish the following information regarding the business:

(a) Identify the number and location of offices, principal lines of business, number of employees, and days/hours of operation. Disclose any conditions (e.g., pending litigation or settlements, planned office closures, impending merger, etc.) that may affect the business's ability to perform under the Contract.

(b) HACLA requires that contractors have at least **three** years of experience performing asphalt/concrete work that is substantially similar in character and scope to the activities contemplated under the Scope of Services and Fee Schedules. Any business submitting a proposal must complete and submit a Project Experience Form at Exhibit G. The Contractor Project Experience Form will be used to evaluate the firm's experience performing projects similar to the subject project to determine whether the business satisfies the project experience requirements identified above. Contractors are responsible for providing details that demonstrate how the listed projects are similar in character and scope to the activities contemplated under the Scope of Services and Fee Schedules. Projects that lack sufficient project details will not be considered towards satisfying the minimum experience criteria. Contact information for all listed references must be current.

The Qualifications information should be attached behind the Table of Contents tab.

4. <u>Proposed Staffing (20 Points Max)</u>

Overview: This section informs HACLA of the provider's staffing.

Furnish the following information for the business:

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(a) Identify the Key Personnel within the business who would be assigned to provide Services to HACLA. Furnish (as part of the Appendices) brief resumes (not more than two pages long) for each such person, and, if the business has multiple locations, identify his/her primary assigned location.

(b) Designate a Project Manager/Account Manager who would provide day-to-day direction of the contracted Services and become HACLA's primary contact person.

The Proposed Staffing information should be attached behind the Qualifications tab.

5. Work Plan/Technical Approach/ Methodology (25 Points Max)

Overview: This section establishes the provider's understanding of HACLA's objectives and requirements, demonstrates the provider's ability to meet those requirements, and outlines, clearly and concisely, provider's plan for accomplishing the specified work.

Furnish the following information for both the provider and any subcontractors included in the offer:

(a) Describe, as succinctly as possible, how the business would accomplish the subject Services and satisfy HACLA's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring progress.

(b) Describe the information, documents, staff assistance, facilities or other resources the business would require from HACLA to complete the project, and declare any other critical assumptions upon which the proposal is based.

(c) Furnish a schedule projecting the completion of the required work. Express elapsed time in terms of weeks. Cover the entire project period (from the start of the Services through project completion) and include the attainment of each milestone or completion of each task.

6. **Price (20 Points Max)**

Overview: This section discloses provider's price(s) to perform the Services as well as its price(s) for additional Services, and conditions that may result in an increase in prices during the contract term. All prices quoted must be fully-burdened (i.e., direct labor + overhead + profit) and all-inclusive of all items, services and costs that the provider needs to complete the Services (e.g., tools, equipment, materials, insurance, licensing, bonding, etc.). Quoted prices will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with

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the methods of performance described in the proposal.

(a) Using the Proposal Price form attached as Exhibit B, provide a detailed fee schedule for completing the tasks described in the Work Plan/Technical Approach/Methodology section of the proposal.

(b) Using the Proposal Price form, furnish a schedule of rates for additional services (i.e., work determined by HACLA to be necessary for the proper completion of the Services, but which is not included in the Scope of Services).

Construction Cost Index Increase. Section 3 of the proposed Contract provides that if HACLA elects to exercise a Contract option term, the contracted Service Provider will be entitled to an upward adjustment in Contract Fees based on the prior year-end, annual percentage adjustment in the California Construction Cost Index (CCCI) published by the Department of General Services for the State of California subject to the below conditions:

(a) The maximum adjustment allowable is limited to a 3% increase over the per unit base price.

(b) Adjustments are only made if the published year-end CCCI annual percentage adjustment ("CCCI Adjustment") reflects a positive increase.

(c) CCCI Adjustments are only applied to Work for which there are contracted unit prices included in the Contract Fees.

7. **HUD Act of 1968 (Section 3) Applicability and Compliance (7 Points Max)**

Overview: Section 3 of the Housing and Urban Development Act of 1968[1] ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The procurement that is the subject of this solicitation ("project") will be funded using federal **Public Housing Financial Assistance** and is subject to Section 3 regulations and HACLA's Section 3 Policy and Compliance Plan. As such, this solicitation and the resulting contract award will be required to comply with Section 3 regulations and HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3.

Participating firms must complete and submit with their proposals the Section 3

[1] Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

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Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit F. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible, and those completed forms must be included with your proposal. Failure to complete all information and/or submit all pages of the EOP may result in a finding that your proposal is non-responsive.*** Contract awardees will be required to provide reports documenting the firm's efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, contracting/subcontracting with Section 3 Business Concerns and meeting the labor hour benchmarks. A copy of the firm's completed Section 3 package and commitments will be included in the contract.

8. Diversity Outreach Requirements (0 points)

HACLA, [consistent with 2 CFR 200.231], encourages that all feasible efforts shall be made to promote that small and minority-owned businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered and as set forth below:

a) Including such firms, when qualified, on mailing lists;
b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f) Encouraging prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

9. <u>Exceptions and Deviations</u>

This portion of the proposal may be utilized by Providers to declare and thoroughly explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including any exceptions or deviations from the terms and conditions contained in the Proposed Contract.

10. <u>Appendices</u>

The Appendices portion of the proposal should contain all of the following:

(a) Resumes for all Key Personnel identified in the Proposed Staffing section.

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(b) Proof of insurance. See Insurance Requirements section above for coverage details.

(c) Any additional information the provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD

A. Evaluation Panel

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the providers whose proposals are the most advantageous to HACLA, with price and other factors considered. Panelists serve without compensation.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the evaluation criterion included herein:

1. Qualifications **(25 pts)**
2. Proposed Staffing **(20 pts)**
3. Work Plan/Technical Approach/ Methodology **(25 pts)**
4. Price (based on all Billing Rates) **(23 pts)**
5. Section 3 **(7 pts)**

Upon selection of the most qualified providers, HACLA may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, HACLA's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, providers are advised that award may be made without interviews or further discussion.

C. Negotiations

Negotiations are exchanges between HACLA and providers that are undertaken with the intent of allowing providers whose proposals have a reasonable chance of being selected for award to revise and/or clarify their proposals. Negotiations are generally conducted as panel interviews. Negotiations will be conducted unless the Evaluation Panel is able to identify the proposal (or proposals if multiple proposals will be selected) that offers the best value to HACLA

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based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

If negotiations are conducted, the scope and extent of those negotiations are a matter of HACLA's judgment. During negotiations, providers will be treated fairly and equally. No provider will be given any information about any other provider's proposal, and no provider will be assisted in bringing its proposal up to the level of any other proposal.

HACLA will invite all providers in the competitive range to make any changes they wish in their technical proposal and pricing and submit their best and final offers ("BAFOs"). BAFOs will be evaluated in essentially the same manner as the initial offers. At his/her discretion, the Contracting Officer may have the entire Evaluation Panel or only a subset of the Panel evaluate the BAFOs. In either case, the Contracting Officer will ensure that a full evaluation is conducted sufficient to support the award decision that is most advantageous to HACLA based upon the cost or price and other factors specified in this RFP. A common deadline will be established for the receipt of BAFOs.

BAFOs are usually requested only once in a procurement. However, in exceptional circumstances, the Contracting Officer may determine that it is in HACLA's best interest to conduct another round of negotiations and request a second BAFO. In such cases, the Evaluation Panel may also re-determine the competitive range based upon the BAFOs. In that case, only those providers remaining in the competitive range will be asked to submit an additional BAFO.

D. Contract Award

HACLA intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified providers based on Best Value, which is generally defined by HACLA's Procurement Policy as offering the most advantageous value to HACLA. Contracts valued in excess of $350,000 are required to be approved by HACLA's Board of Commissioners at a noticed, public meeting.

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V. EXHIBITS LIST

The exhibits listed below are attached and are incorporated herein by this reference. Exhibits marked in **bold** with a bracket (**[ ]**) must be submitted with the proposal, if applicable.

A Scope of Work
[B] Contractor Information and Proposal Form
[C] Contractor Responsibility Questionnaire
[D] List of Subcontractors (submit only if subcontractors will be utilized)
[E] Workforce Profile
[F) Section 3 Documentation
[G] Project Experience Form
[H] Non-Collusion Declaration
[I] Declaration of Participation in Vendor Diversity Outreach
[J] Certification of Payments to Influence Federal Transactions (HUD Form 50071)
K Instructions to Offerors (Non-Construction)(HUD Form 5369-B)
L Proposed Contract

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Exhibit A

SCOPE OF SERVICES

I. Introduction

The Housing Authority of the City of Los Angeles (HACLA) is soliciting proposals from qualified contractors to provide comprehensive, as-needed Asphalt Concrete (AC) services. The selected contractor(s) will furnish all labor, materials, equipment, and supplies necessary to perform AC-related work across various HACLA-owned and managed properties. These services may include, but are not limited to, work on:

- Pavement surfaces
- Parking lots and areas
- Basketball courts
- Playgrounds
- Vacant lots
- Courtyards
- Motor courts
- Maintenance yards
- Driveways
- Roads, alleyways, and service roads

II. Project History and Plan

In 2025, HACLA engaged contractors to perform resurfacing and related AC services on residential paved areas and parking lots throughout Los Angeles. These services were delivered on an as-needed basis.

HACLA continues to require AC services to address urgent and routine maintenance needs. The scope of work varies by site and may include minor repairs such as patching and crack sealing, or major undertakings such as full removal and replacement of existing asphalt surfaces. HACLA will determine the appropriate scope for each location based on site conditions and the agreed-upon Contract Fee Schedule.

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III. Scope of Work

Section	Scope of Work	Pages
1.0	Cold Milling of Asphalt Pavement	3
2.0	Pavement and Curb Marking	5
3.0	Asphalt Concrete Pavement	7
4.0	Slurry Seal	9
5.0	Redwood Headers	11
6.0	Paving Fabric	13
7.0	Subgrade Preparation and Placement of Base Materials	15
8.0	Sealcoat for Bituminous Surface	17
9.0	Bituminous Pavement Repair	19
10.0	Wheel Stop/ Parking Bumper Installation	21
11.0	Steel Bollards	23
12.0	ADA Parking Identification Sign Installation	25
13.0	Basketball Court Resurfacing	27

Refer to the attached detailed Scope of Work documents for specifications related to each category.

IV. Contractor Requirements

Contractors must perform all work in accordance with applicable federal, state, and local regulations, including HACLA policies and site-specific work plans. Requirements include:

- Submission of project-specific documentation prior to commencement, including:
  - Detailed work plan
  - Emergency preparedness plan
  - Material Safety Data Sheets (MSDS)
- Emergency planning and procedures
- Illness & Injury Prevention Program (IIPP)
- Required permits and notifications
- Participation in a pre-construction meeting

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SECTION 1.0

Cold Milling of Asphalt Pavement

A. Summary

- The contractor shall perform cold milling of existing asphalt concrete pavement at designated locations. The scope includes:
    - Milling to a depth of up to 1½ inches.
    - Removal, hauling, and legal disposal of milled materials.
    - *Note: Cold milling of concrete pavement is excluded from this scope.*
- Related Work: Refer to Section 3.0 – Asphalt Concrete Pavement.

B. Submittals

- Prior to commencement, the contractor shall provide the following documentation:
    - Site plans and drawings indicating the location, area, and extent of work.
    - Proposed truck routes for hauling materials.
    - List of approved landfill or solid waste management facilities.
    - Inventory of equipment and machinery to be used, including certifications.
    - Operator licenses and certifications.
    - Detailed work schedule.

C. Pre-Construction Meeting

- A pre-construction meeting shall be held to review:
    - Site and office points of contact.
    - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours in advance if areas require vacating.
    - Site working hours and scope of work.
    - Site restrictions and vehicle parking arrangements.
    - Designated areas for truck and equipment parking.
    - Availability of water and power sources, if required.

D. Quality Assurance

- All work shall comply with the latest edition of the *Standard Specifications for Public Works Construction* (“Greenbook”).

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- Contractor shall verify the presence of underground utilities in the milling area and coordinate with DigAlert or equivalent utility locating services as necessary.

E. Equipment and Machinery

- All milling equipment shall conform to Greenbook Section 302-1.2 – Milling Machines. Equipment must be specifically designed for cold milling of asphalt concrete pavement. Smaller milling machines shall be used for areas inaccessible to larger equipment to ensure proper surface preparation.

F. Execution

- Cold milling shall be performed at the agreed location, area, and depth (up to 1½ inches).
- Any presence of pavement fabric (e.g., Petromat), rubberized materials, or steel reinforcement within the milling depth shall be documented and reported immediately to HACLA.
- The milled surface shall be uniformly grooved or ridged unless otherwise specified.
- Edges of milled areas must be neat and uniform.
- Milling operations must avoid damage to remaining pavement.
- Any damage to concrete curbs, gutters, or adjacent pavement caused during milling shall be repaired at the contractor's expense.
- Pre-existing damage to adjacent curbs, gutters, or pavement shall be documented and reported prior to milling.
- A motorized street sweeper shall follow within 50 feet of the milling machine unless otherwise directed.
- All removed materials become the property of the contractor and must be legally disposed of.

G. Cleaning

- Contractor shall remove all debris, waste, and rubbish from the site and dispose of it at an approved facility.
- Hauling routes shall be determined by the contractor.
- Disposal must comply with all local regulations and be conducted at authorized waste disposal or landfill facilities.

H. Safety

- Contractor shall implement all necessary safety measures to protect workers, residents, and the public.

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- Operations must not create safety hazards.
- Safety provisions shall include:
    - Signage and notices
    - Barricades and lighting
    - Warning devices and protective equipment

END OF SECTION 1.0

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SECTION 2.0

Pavement and Curb Marking

A. Summary

- The contractor shall perform pavement and curb marking at designated locations. This includes:
    - Pavement Markings: Transverse markings such as words, symbols, stop lines, traffic indicators, accessibility symbols, and parking stall lines.
    - Curb Markings: Colored curb markings indicating parking restrictions.

B. Submittals

- Contractor shall provide the following prior to commencement:
    - Site layout plans showing location, extent, color, and texture of markings.
- Manufacturer's product data, warranties, guarantees, test reports, MSDS, and application instructions.

C. Pre-Construction Meeting

- A pre-construction meeting shall cover:
    - Site and office contact personnel.
    - Work schedule and phasing, with 48-hour notice to affected tenants/residents.
    - Site working hours and scope of work.
    - Site restrictions and staff parking passes (if needed).
    - Truck and equipment parking arrangements.
    - Water and power source availability.

D. Quality Assurance

- All work shall comply with:
    - *Standard Specifications for Public Works Construction* ("Greenbook"), latest edition.
    - LADBS Accessibility Details:
        - **Document No. P/BC 2020-084**
        - **Document No. P/ZC 2023-001**
    - California Vehicle Code Section 21458

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E. Product

- Paint: Waterborne traffic line paint per Greenbook Section 214-4.

F. Execution

- ***Paint Application:***
  - Follow Greenbook Section 314 for traffic striping and pavement marking.
  - Apply paint only on dry, clean surfaces.
  - Clean unsatisfactory areas with approved solutions (e.g., 10% tri-sodium phosphate).
  - Remove oil and stains from pavement prior to marking.
  - Use string lines or approved methods to establish striping between control points.
  - Equipment must produce uniform film thickness and clean lines, including curves.
  - Apply striping in two coats, allowing the first to dry thoroughly before the second.
- ***Marking Width and Color:***

	Items	Width	Color
1.0	Parking stall lines	4 inches	White
2.0	Traffic Markings	4 Inches	Yellow
3.0	Stripping		
	a. General	4 Inches	Yellow
	b. Disabled	4 Inches	Blue
4.0	Disabled Markings	Refer to LADBS Docs P/BC 2020-084	
5.0	Curbs		
	Curb paint color shall comply in accordance with the California Vehicle Code Section 21458 (2025) and other local ordinances.		

G. Cleaning

- Remove all debris, waste, and rubbish from the site. Dispose of materials legally at approved off-site facilities.

H. Protection

- Implement necessary restrictions to prevent pedestrian and vehicular traffic until paint is fully cured.

I. Safety

- Ensure public and worker safety at and around the work site.

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- Prevent safety hazards during operations.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 2.0

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SECTION 3.0

Asphalt Concrete Pavement

A. Summary

- The contractor shall perform the application of asphalt concrete pavement over a prepared base or existing pavement surface.
- Related Scope of Work:
  - Redwood Header
  - Cold Milling

B. Submittals

- Prior to commencement, the contractor shall provide:
  - Site plans and drawings indicating location, area, and extent of work.
  - Manufacturer's product data, mix design, warranties, guarantees, test reports, MSDS, and application instructions.
  - Proposed work schedule.
  - Job-specific mix design documentation.

C. Pre-Construction Meeting

- A pre-construction meeting shall address:
  - Site and office contact personnel.
  - Work schedule and phasing, including 48-hour advance notice to affected tenants/residents.
  - Site working hours and scope of work.
  - Site restrictions and staff parking arrangements.
  - Truck and equipment parking logistics.
  - Water and power source availability.

D. Quality Assurance

- All work shall comply with the latest edition of the Standard Specifications for Public Works Construction ("Greenbook").
- Contractor shall submit a Job Mix Formula detailing the asphalt concrete mix design for each class and grade required.

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E. Products

- Asphalt concrete shall comply with Greenbook Section 203-6.
- Composition:
  - Mineral aggregate mixed with up to 20% reclaimed asphalt pavement.
  - Asphalt binder shall conform to Greenbook Section 203-1 (Paving Asphalt) or Section 203-2 (Liquid Asphalt).
  - Coarse aggregate shall be crushed rock per Greenbook Section 200-1.2.

F. Execution

- Removal of Bituminous Pavement
  - Removal shall be to clean, straight lines; saw cutting is optional.
  - If only the surface is removed, the method must be approved by the Engineer.
  - Minimum 1" depth of new pavement material shall be provided at the join line.
  - Refer to Section 1.0 – Cold Milling for additional guidance.
- Surface Preparation
  - Apply tack coat uniformly on clean, dry surfaces before asphalt placement.
  - Clean contact surfaces (joints, curbs, gutters, manholes) with SS-1h emulsified asphalt or PG 64-10 paving asphalt prior to adjoining asphalt placement.
- Distribution and Spreading
  - Install redwood headers at termination lines as needed (see Greenbook Section 302-5.5).
  - Asphalt shall be evenly spread to achieve specified cross-section and grade.
  - Use a mechanical spreader and finishing machine for continuous, uninterrupted placement.
  - Daily delivery must match the amount that can be properly distributed and rolled.
  - Successive courses may be placed once the previous layer has cooled sufficiently.
- Rolling
  - Asphalt must be thoroughly compacted using rollers per Greenbook Section 302-5.6.1.

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- Begin breakdown rolling immediately after placement.
- Rollers must be in good mechanical condition.
- Roller wheels must be treated with water to prevent bituminous pickup, without damaging the surface.
- Finished pavement must be true to grade and cross-section.

- Speed Humps / Speed Deterrent Mounds
  - If installation, relocation, or restoration of speed humps is required, follow LADOT guidelines:
    - Speed humps are rounded raised asphalt areas across the roadway.
    - Must blend seamlessly with existing pavement.
    - Restrictions:
      - Not in front of commercial properties or alleys.
      - Not on streets with severe curves or grades >8%.
      - Not over underground access covers or near drainage structures.
      - Not on streets with center drainage gutters or flooding issues.

G. Cleaning

- Remove all debris, waste, and rubbish from the site. Dispose of materials legally at approved off-site facilities.

H. Safety

- Implement safety measures to protect workers and the public.
- Ensure operations do not create safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 3.0

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SECTION 4.0

Slurry Seal

A. Summary

- The contractor shall perform the application of slurry seal over existing bituminous pavement surfaces to enhance durability and extend pavement life.

B. Submittals

- Prior to commencement, the contractor shall provide:
    - Site plans and drawings indicating location, area, and extent of work.
    - Manufacturer's product data, mix design, warranties, guarantees, test reports, MSDS, and application instructions.
    - Proposed work schedule.

C. Pre-Construction Meeting

- A pre-construction meeting shall address:
    - Site and office contact personnel.
    - Work schedule and phasing, including 48-hour advance notice to affected tenants/residents.
    - Site working hours and scope of work.
    - Site restrictions and staff parking arrangements.
    - Truck and equipment parking logistics.
    - Water and power source availability.

D. Quality Assurance

- All work shall comply with the latest edition of the Standard Specifications for Public Works Construction ("Greenbook").
- Mix design shall conform to ASTM D3910 and be submitted for approval.

E. Products

- Slurry seal materials shall comply with Greenbook Section 203.5.
    - Emulsified asphalt shall be either slow set (CSS-1h) or quick set, conforming to Greenbook Section 203-3.
    - Aggregate grading and emulsified asphalt percentage shall meet Type I slurry specifications.

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F. Execution

- Surface Preparation
  - Clean existing bituminous pavement of sand, debris, vegetation, and other contaminants.
  - Remove oil, grease, and stains using appropriate cleaning solutions.
  - Pre-wet the pavement surface thoroughly before slurry application.
  - Protect adjacent infrastructure (manholes, utility vaults, yard boxes, etc.) from slurry material.
- Crack Repair
  - Cracks ≤ ½ inch: Fill with RS-1 emulsion and silica sand or approved material.
  - Cracks > ½ inch: Fill with Type C2 Asphalt Concrete to match adjacent surface level.
  - Low areas, holes, or depressions: Repair using emulsified asphalt, strike off flush with adjacent surface, finish with steel trowel, and compact after dehydration.
- Slurry Seal Application
  - Perform work in accordance with Greenbook Section 302-4: Slurry Seal Resurfacing.
  - Roll slurry surface using a 10-ton pneumatic roller (50 psi tire pressure, water spray system).
    - Begin rolling once surface is cured and does not adhere to tires.
    - Minimum of two coverage passes required.
    - Final surface must be smooth and free of ridges or irregularities.
  - Fill depressions in cracks with sand slurry prior to rolling and seal coat application.
- Seal Coat Application
  - One week after slurry seal installation, apply two coats of surface seal over the treated area.

G. Cleaning

- Remove all debris, waste, and rubbish from the site.

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- Dispose of materials legally at approved off-site facilities.

H. Safety

- Implement safety measures to protect workers and the public.
- Ensure operations do not create safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 4.0

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SECTION 5.0

Redwood Headers

A. Summary

- The contractor shall furnish and install redwood headers at designated locations where asphalt concrete pavement does not terminate against a curb, gutter, or another pavement structure.

B. Submittals

- Prior to commencement, the contractor shall provide:
    - Site plans and drawings indicating location, layout, and extent of header installation.
    - Manufacturer's product data, including lumber specifications and certifications.
    - Proposed work schedule.

C. Pre-Construction Meeting

- A pre-construction meeting shall address:
    - Site and office contact personnel.
    - Work schedule and phasing, including 48-hour advance notice to affected tenants/residents.
    - Site working hours and scope of work.
    - Site restrictions and staff parking arrangements.
    - Truck and equipment parking logistics.
    - Water and power source availability.

D. Quality Assurance

- All work shall comply with the latest edition of the Standard Specifications for Public Works Construction ("Greenbook").
- All lumber shall be grade-marked by a lumber grading agency certified by the American Lumber Standards Committee.

E. Product

- Redwood Lumber shall conform to the Standard Specification for Grades of California Redwood as defined by the Redwood Inspection Services.

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F. Execution

- Redwood headers shall be installed wherever asphalt concrete pavement terminates without a curb, gutter, or adjoining pavement.
- Headers shall remain in place upon completion of the improvements.
- Headers shall be constructed using 2-inch nominal size lumber, with a vertical dimension within ½ inch of the pavement thickness at the termination line.
    - Minimum vertical dimension: 3½ inches.
- Headers shall be firmly seated on the prepared subgrade, with top edges aligned to match the proposed street surface grade.
- Side stakes:
    - Dimensions: 2" x 3" nominal size, minimum 18" length.
    - Spacing: Not more than 4 feet apart.
    - Installation: Driven on the outside of the header to a depth of 1" below the top edge and securely nailed to the header.
- Joints:
    - Boards used for joints shall match the height of the header and be no less than 24" in length.

G. Execution

- Remove all debris, waste, and rubbish from the site.
- Dispose of materials legally at approved off-site facilities.

H. Safety

- Implement safety measures to protect workers and the public.
- Ensure operations do not create safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 5.0

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SECTION 6.0

Paving Fabric

A. Summary

- The contractor shall furnish and install paving fabric or paving reinforcement fabric over prepared pavement surfaces to improve structural integrity and extend pavement life.
- Related Scope of Work:
  - Asphalt Concrete Pavement

B. Submittals

- Prior to installation, the contractor shall submit:
  - A Certificate of Compliance for each shipment, including:
    - Manufacturer's name
    - Chemical composition
    - Product description
    - Lot number
    - Signature of manufacturer's representative
    - Quality control test results

C. Pre-Construction Meeting

- A pre-construction meeting shall address:
  - Site and office contact personnel
  - Work schedule and phasing, including 48-hour advance notice to affected tenants/residents
  - Site working hours and scope of work
  - Site restrictions and staff parking arrangements
  - Truck and equipment parking logistics
  - Water and power source availability

D. Quality Assurance

- All work shall comply with the latest edition of the Standard Specifications for Public Works Construction ("Greenbook").
- Sampling and testing shall conform to ASTM D4354.

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E. Product

- Paving Fabric shall be non-woven, needle-punched polyester or polypropylene, conforming to Greenbook Section 213-4.1.
- Fabric shall be treated (e.g., heat-bonded) on one side to form a glazed, delamination-free surface.

F. Execution

- Surface Preparation
  - Prepare the existing pavement surface per approved plans and layout.
  - Ensure the surface is free of water, debris, vegetation, and dust before applying tack coat.
  - Protect adjacent infrastructure (manholes, utility vaults, yard boxes, etc.) from slurry material.
- Fabric Installation
  - Overlay paving fabric with asphalt concrete pavement after placement.
  - Do not install paving fabric where asphalt overlay is less than 1½ inches thick.
  - For manual laydown:
    - Unroll, stretch, and align fabric in 15-foot increments.
    - Lap adjacent borders 2 to 4 inches.
    - If lap exceeds 4 inches, apply tack coat to bond layers; both tack coat and fabric must lap equally.
  - Place fabric with treated side up.
  - Seat fabric using brooms or pneumatic rollers.
  - Ensure fabric is laid without wrinkles or overlaps.
  - Public traffic shall not be allowed on exposed fabric.
  - Contractor may apply a thin layer of asphalt concrete to protect fabric from damage prior to full overlay.

G. Cleaning

- Remove all debris, waste, and rubbish from the site.
- Dispose of materials legally at approved off-site facilities.

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H. Safety

- Implement safety measures to protect workers and the public.
- Ensure operations do not create safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 6.0

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SECTION 7.0

Subgrade Preparation and Placement of Base Materials

A. Summary

- The scope of work includes the preparation of natural, filled, or excavated bed materials prior to the placement of subbase or base material for pavement, curbs and gutters, driveways, sidewalks, parking lots, and other roadway structures.
- Related Scope of Work:
    - Asphalt Concrete Pavement

B. Pre-Construction Meeting

- A pre-construction meeting shall address:
    - Site and office contact personnel.
    - Work schedule and phasing, including 48-hour advance notice to affected tenants/residents.
    - Site working hours and scope of work.
    - Site restrictions and staff parking arrangements.
    - Truck and equipment parking logistics.
    - Water and power source availability.

C. Quality Assurance

- All work shall comply with the latest edition of the Standard Specifications for Public Works Construction (“Greenbook”).
- Sampling and testing shall conform to applicable standards.

D. Product

- Untreated Base Materials shall conform to Greenbook Section 200-2: Untreated Base Materials.

E. Execution

- Subgrade Preparation
    - Scarifying and Cultivating is required for:
        - Dry soils impervious to water penetration.
        - Soils with excessive moisture causing instability.
        - Non-uniform soils affecting compaction consistency.

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        - Unsuitable materials below processing depth (per Greenbook Section 300-2.2).
    - After rough grading:
        - Loosen soil to a depth of 6 inches.
        - Remove rocks larger than 3 inches in diameter.
        - Work soil to a finely divided condition.
        - Compact using approved equipment to specified relative compaction.
    - Moisture Conditioning:
        - Uniform, pervious soils that allow water penetration may not require scarifying.
        - If scarifying is not required, adjust moisture content of top 6" to optimum level and compact.
    - Compaction Requirements:
        - Subgrade for direct pavement: 95% relative compaction
        - Subgrade for base/subbase, curbs, gutters, driveways, sidewalks: 90% relative compaction.
        - After compaction and trimming, subgrade must be firm, hard, and unyielding.
- Untreated Base Installation
    - Deliver untreated base as a uniform mixture and spread each layer in a single operation.
    - Avoid segregation; ensure no pockets of coarse or fine materials.
    - Moisture content must be sufficient for proper compaction.
    - Begin rolling from the edge, progressing toward the center.
    - Compaction:
        - Minimum 95% relative compaction for each layer
        - Exception: Areas behind curbs (under sidewalks and driveways) may vary.
    - Finished aggregate base surface must not deviate more than ¼ inch from established grade.

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F. Cleaning

- Remove all debris, waste, and rubbish from the site.
- Dispose of materials legally at approved off-site facilities.

G. Safety

- Implement safety measures to protect workers and the public.
- Ensure operations do not create safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment.

END OF SECTION 7.0

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SECTION 8.0

Sealcoat for Bituminous Surface

A. Summary

- This scope of work includes the supply and application of an asphalt-based sealcoat over existing bituminous surfaces to enhance durability and appearance.
- Related Work:
  - Asphalt Concrete Pavement

B. Submittals

- Submit manufacturer's product data sheets and recommended application procedures for the sealcoat material.
- Provide a 2-quart (2-liter) sample of undiluted sealcoat for review and approval.

C. Pre-Construction Meeting

- A pre-construction meeting shall be conducted to address the following:
  - Identification of site and office contacts.
  - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours prior to work commencement.
  - Site working hours and scope of work.
  - Site access restrictions and staff vehicle parking arrangements, if applicable.
  - Designated parking for trucks and equipment.
  - Availability of water and power sources.

D. Quality Assurance

- All work shall comply with the latest edition of the *Standard Specifications for Public Works Construction* (commonly referred to as the "Greenbook").

E. Products

- Sealcoat materials shall conform to Greenbook Section 203-9: Sealcoat – Asphalt Based.
- Materials shall be a plant-blended product consisting of mineral aggregates uniformly dispersed in a petroleum-based asphalt emulsion.
- Sealcoat shall be free of asbestos fibers.

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F. Execution

- Apply sealcoat materials in accordance with approved plans and layout.
- Sealcoat shall be applied in two coats.
- Do not apply sealcoat over new asphalt pavement until it has cured for a minimum of 30 days.
- Prior to application, remove and patch all cracked or broken pavement.
- Cracks wider than 1/8 inch shall be cleaned, treated with weed killer, and filled with an asphalt-based crack filler.
- Pavement surface must be clean and free of dirt, oil, and grease.
- For aged or porous surfaces, apply a light water mist to dampen the surface without creating puddles.
- Apply sealcoat using a truck-mounted tank or wheeled container in continuous parallel lines. Spread using brooms or rubber-faced squeegees, manually or mechanically, to eliminate ridges, lap marks, and air pockets.
- Ensure sealcoat is homogeneous prior to application, with no visible separation of solids and liquids.
- Allow the first coat to dry to the touch before applying the second coat.

G. Cleaning

- Take precautions to prevent sealcoat from being deposited on unintended surfaces. Remove any misplaced material at no cost to the Agency.
- Remove all rubbish, debris, and waste materials from the site and dispose of them legally.

H. Safety

- Implement safety measures to protect workers and the public in and around the work area.
- Ensure operations do not create safety hazards.
- Provide appropriate safety signage, barricades, lighting, and equipment to maintain a safe work environment.

END OF SECTION 8.0

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SECTION 9.0

Bituminous Pavement Repair

A. Summary

- This scope of work includes the repair of existing bituminous pavement areas exhibiting cracks, patches, depressions, potholes, and raveling. The objective is to restore surface integrity and prolong pavement life.
- Related Work Includes:
    - Asphalt Concrete Pavement
    - Seal Coat for Bituminous Pavements
    - Slurry Seal
    - Cold Milling

B. Submittals

- Submit site plans or drawings indicating the location, area, and extent of the repair work.
- Provide manufacturer's product data and recommended application procedures for all materials used in bituminous pavement repair.

C. Pre-Construction Meeting

- A pre-construction meeting shall be held to review the following:
    - Identification of site and office contacts.
    - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours prior to commencement.
    - Site working hours and scope of work.
    - Site access restrictions and staff parking arrangements, if applicable.
    - Designated parking for trucks and equipment.
    - Availability of water and power sources.

D. Quality Assurance

- All work shall comply with the latest edition of the *Standard Specifications for Public Works Construction* ("Greenbook").

E. Products

- Materials specified under this scope include:

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- Seal Coat for Bituminous Pavements
- Slurry Seal

F. Execution

- ***Pavement Removal***
  - Root-Heaved Pavement: Remove pavement to the limits of distortion and expose roots. Trim roots to provide a minimum 12-inch clearance from the pavement.
  - Protruding Surfaces: Remove protruding bituminous surfaces flush with surrounding grade using appropriate tools or equipment, ensuring adjacent finishes are not damaged.
  - Raveled/Depressed Pavement: Remove deteriorated pavement to the limits indicated or as required.
- ***Excavation, Backfill, and Compaction***
  - Where subgrade or base is unstable or unsuitable, excavate to firm earth and replace with approved material. Install and compact fill in accordance with related scope requirements.
- ***Resurfacing***
  - Holes and Trenches: Remove loose debris and backfill with cement-sand slurry, allowing for a surface thickness one inch greater than existing. Resurface flush with adjacent pavement using matching materials and section.
  - Other Areas: Cut damaged areas to a neat line and excavate one inch below the existing pavement bottom. Resurface to match original grade and material type.
  - Joints: Where bituminous surfacing meets concrete, masonry, or other paving, tamp joints smooth to achieve a uniform, even finish. Tamp and smooth materials before asphalt cools.
- ***Crack Repair***
  - Clean existing surface of loose debris and apply a film of asphalt emulsion prior to filling.
  - Cracks ≤ ½ inch: Fill with RS-1 emulsion and silica sand or approved material.
  - Cracks > ½ inch: Fill with Type C2 Asphalt Concrete as specified. Ensure filled cracks are level with adjacent surface.

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- Low Areas/Depressions: Repair using emulsified asphalt. Strike off flush with adjoining surface using a straightedge, finish with a steel trowel, and compact after dehydration.

G. Cleaning

- Remove all rubbish, debris, and waste materials from the site and dispose of them legally and responsibly.

H. Safety

- Implement safety measures to protect workers and the public in and around the work area.
- Ensure operations do not pose safety hazards.
- Provide appropriate safety signage, barricades, lighting, and equipment to maintain a secure work environment.

END OF SECTION 9.0

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SECTION 10.0

Wheel Stop/ Parking Bumper Installation

A. Summary

- This scope of work includes the supply and installation of precast concrete wheel stops (parking bumpers) to define parking spaces and prevent vehicle overrun into pedestrian or restricted areas.

B. Submittals

- Submit site plans or drawings indicating the placement, layout, location, and extent of the wheel stop installation.
- Plans shall clearly show the position of wheel stops in relation to parking striping, pavement markings, curbs, and gutters.
- Provide manufacturer's drawings, specifications, product details, and installation manuals for the precast concrete wheel stops.

C. Pre-Construction Meeting

- A pre-construction meeting shall be conducted to review the following:
    - Identification of site and office contacts.
    - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours prior to commencement.
    - Site working hours and scope of work.
    - Site access restrictions and staff parking arrangements, if applicable.
    - Designated parking for trucks and equipment.
    - Availability of water and power sources.

D. Quality Assurance

- Installation shall comply with the following standards:
    - **Americans with Disabilities Act (ADA):**
        - Where accessible routes are located in front of parking spaces, wheel stops must be installed to maintain a minimum clear width of 36 inches.
    - **California Building Code (CBC) Section 11B-502.7.2:**
        - A curb or wheel stop shall be provided where necessary to prevent vehicle encroachment into the required clear width of adjacent accessible routes.

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E. Product

- Precast concrete wheel stops, typically 6 feet in length.
- Durable and designed to withstand vehicular impact and environmental exposure.

F. Execution

- **Site Preparation**
  - Survey the Area: Identify and confirm wheel stop locations to ensure alignment with parking spaces and unobstructed pedestrian pathways.
  - Mark the Locations: Measure and mark positions from the front edge of the parking bay, curb, or striping for proper alignment with vehicle wheels.
  - Clean the Area: Remove debris and loose material to ensure a stable foundation for installation.
- **Installation**
  - Drill guide holes through the wheel stop and into the concrete surface to the appropriate depth.
  - Secure wheel stops using rebar or bolts sized appropriately for the drilled holes.
  - ***Optional***: Apply a bead of epoxy into the holes prior to inserting fasteners for added stability.
  - Check alignment across multiple stalls or bays. Ensure wheel stops are level and properly positioned before fully tightening fasteners.

G. Cleaning

- Remove all debris, excess materials, and construction waste from the installation site.
- Ensure the area is clean and free of hazards to maintain site aesthetics and safety.

H. Safety

- Implement safety measures to protect workers and the public during installation.
- Ensure operations do not pose safety risks.
- Provide appropriate safety signage, barricades, lighting, and equipment to maintain a secure work environment.

END OF SECTION 10.0

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SECTION 11.0

Steel Bollards

A. Summary

- This scope of work includes the supply and installation of steel bollards, which may be permanent, removable, or surface-mounted, depending on site requirements and design intent.

B. Submittals

- Submit site plans or drawings indicating the placement, layout, location, and extent of the bollard installation.
- Plans shall clearly show the bollard positions in relation to posts, parking striping, pavement markings, curbs and gutters, sidewalks, and roadways.
- Provide manufacturer's drawings, specifications, product details, and installation manuals for all bollard types.

C. Pre-Construction Meeting

- A pre-construction meeting shall be held to address the following:
    - Identification of site and office contacts.
    - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours prior to commencement.
    - Site working hours and scope of work.
    - Site access restrictions and staff parking arrangements, if applicable.
    - Designated parking for trucks and equipment.
    - Availability of water and power sources.

D. Quality Assurance

- Installation shall comply with applicable local agency requirements, including but not limited to:
    - Bureau of Engineering (BOE) – R-Permit required.
    - Bureau of Street Lighting (BSL) – Minimum 48-inch clearance from streetlight poles, traffic signal poles, and utility poles.
    - Bureau of Street Services (StreetsLA), Urban Forestry Division:
        - Minimum 72-inch clearance from tree bases (without tree wells).

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        - Minimum 72-inch clearance from transit furniture.w
        - Minimum 30-foot clear distance from bus stop posts (parallel to street); bollards may be placed at the back of sidewalks with a minimum 9-foot width and sufficient pedestrian access.
    - Los Angeles Fire Department (LAFD) – Minimum 60-inch clearance from fire hydrants.
    - Los Angeles Police Department (LAPD) – Provides validation to BOE regarding the necessity of safety installations.

E. Products

- Steel bollards shall meet the following specifications:
    - Minimum height: 36 inches from finished grade
    - Diameter: 4.5 inches (Schedule 40 steel pipe)
    - Cap: Dome-style
    - Finish: Powder-coated, smooth satin-like finish, corrosion-resistant, UV-stable, and non-porous armor coating
    - Bollards shall be pre-manufactured, filled with concrete, and anchored per manufacturer's instructions.
- Installation Types:
    - **Permanent Bollards:**
        - Pipe shall extend at least 26 inches below grade.
        - Cast into a concrete foundation with a minimum 18-inch diameter and 26-inch depth.
    - **Removable Bollards:**
        - Embedded sleeve: Minimum 27 inches deep.
        - Insert sleeve: 1 inch with locking tab provision.
        - Sleeve shall be cast into a concrete foundation with a minimum 18-inch diameter and 26-inch depth.
    - **Surface-Mounted Bollards:**
        - Welded base plate: 6" x 6" x ¼" steel.
        - Anchored to pavement using bolts per manufacturer's specifications.

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F. Execution

- Site Survey:
    - Conduct a detailed survey to determine bollard placement, ensuring alignment with parking spaces and unobstructed pedestrian pathways.

G. Cleaning

- Remove all debris, excess materials, and construction waste from the installation site.
- Ensure the area is clean and free of hazards to maintain site aesthetics and safety.

H. Safety

- Implement all necessary safety measures to protect workers and the public during installation.
- Ensure operations do not pose safety risks.
- Provide appropriate safety signage, barricades, lighting, and equipment to maintain a secure work environment.

END OF SECTION 11.0

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SECTION 12.0

ADA Parking Identification Sign Installation

A. Summary

- This scope of work includes the supply and installation of ADA-compliant parking identification signage to designate accessible parking spaces in accordance with applicable codes and standards.

B. Submittals

- Submit site plans or drawings showing the layout and location of signage.
- Include manufacturer's product data, specifications, and installation instructions.

C. Pre-Construction Meeting

- A pre-construction meeting shall be conducted to review the following:
  - Identification of site and office contacts.
  - Work schedule and phasing, including notification to affected tenants/residents at least 48 hours prior to commencement.
  - Site working hours and scope of work.
  - Site access restrictions and staff parking arrangements, if applicable.
  - Designated parking for trucks and equipment.
  - Availability of water and power sources.

D. Quality Assurance

- Installation shall comply with the following standards:
  - **Standard Specifications for Public Works Construction** (latest edition, "Greenbook").
  - **Los Angeles Department of Building and Safety (LADBS)** Accessibility Details for Parking and Parking Design:
    - **Information Bulletin P/BC 2020-084**
  - **ADA Requirements:**
    - Where accessible routes are located in front of parking spaces, wheel stops or signage must ensure a minimum clear width of 36 inches.
  - **California Building Code Section 11B-502.7.2:**

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- A curb or wheel stop shall be provided if necessary to prevent vehicle encroachment into accessible routes.

E. Product Specifications

- ***Sign Type***: ADA-compliant handicap parking identification sign.
- ***Size & Features:***
  - Reflectorized surface with a minimum area of 70 square inches.
  - Includes the International Symbol of Accessibility per Section 11B-703.7.2.1.
  - Supplemental sign stating: "Minimum Fine $250."
- ***Sign Post:***
  - Square steel post, galvanized, pre-punched, 14-gauge (0.0781 in).
  - Dimensions: 10 ft height × 2 in × 2 in.

F. Execution

- ***Signage Foundation***
  - Excavate carefully to minimize damage to streets, sidewalks, and existing improvements.
  - Place excavated materials in a location that does not obstruct drainage or traffic.
  - Erect barricades around open excavations until backfilled or finished to grade.
  - Construct foundation in a single concrete pour, ensuring it rests securely in firm, unyielding soil.
  - Foundations within sidewalks or parkways must not pose hazards to pedestrian traffic.
- ***Sign Post Installation***
  - Install galvanized steel signpost as specified.
  - Ensure post is securely anchored in the foundation and plumb.
- ***Signage Placement***
  - Mount signs at a minimum height of 60 inches (5 feet) above the finished surface, measured to the bottom of the sign.
  - If located within an accessible route, mount signs at a minimum height of 80 inches (6 feet, 8 inches).

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- Signs must be clearly visible from each designated parking space.
- Signs shall be permanently posted either:
  - Immediately adjacent to the parking space,
  - Within the projected width at the head of the space, or
  - On a wall at the interior end of the parking space.

G. Cleaning

- Remove all debris, excess materials, and construction waste from the site.
- Ensure the area is clean and free of hazards to maintain site aesthetics and safety.

H. Protection

- Implement necessary restrictions to prevent vehicular and pedestrian traffic in the work area until all materials, including paint, are fully cured.

I. Safety

- Provide all necessary safety measures to protect workers and the public.
- Ensure operations do not pose safety risks.
- Install appropriate safety signage, barricades, lighting, and equipment to maintain a secure work environment.

END OF SECTION 12.0

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SECTION 13.0

Basketball Court Resurfacing

A. SUMMARY

- The Contractor shall furnish all labor, materials, tools, and equipment necessary for the resurfacing of the existing concrete basketball court.
  Scope includes:
  - Supply and application of surface coating materials.
  - Repair of existing surface cracks
  - Removal and cleaning of existing striping, markings, and color coatings.

B. SUBMITTALS

- The Contractor shall provide the following for review and approval prior to commencement of work:
  - Color samples for surface coating.
  - Site plan or drawings indicating the location, area, and extent of work.
  - Proposed work schedule.
  - Manufacturer's product data, mix design, warranties, guarantees, test reports, MSDS, and application instructions.

C. PRE-CONTRUCTION MEETING

- A pre-construction meeting shall be held to review the following:
  - Designated site and office contacts.
  - Work schedule and phasing.
  - Site working hours and scope of work.
  - Site access restrictions and parking arrangements for staff and equipment.
  - Location of truck/equipment staging areas.
  - Availability of water and power sources, if required.

D. QUALITY ASSURANCE

- All work shall be performed in accordance with the manufacturer's recommendations and industry best practices to ensure quality and durability.

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E. EXECUTION

- ***Concrete Pavement Crack Repair***
  - Contractor shall inspect and document the location, length, and width of all visible cracks.
  - Clean cracks and surrounding surfaces of all loose debris, dirt, oil, moisture, and old sealant.
  - Widen cracks to a minimum of 1/4” using appropriate tools; clean thoroughly with a wire brush.
  - For cracks deeper than 1/2”, install backer rod to control sealant depth.
  - Apply a one-component, non-sag polyurethane sealant (e.g., Sikaflex or approved equivalent) using a caulking gun.
  - Clean tools and remove excess material immediately after application.
- ***Removal of Existing Surface Coating***
  - Remove existing paint and coatings using a pressure washer
  - Ensure all debris is cleared and the surface is clean and properly prepared for new coating application.
- ***Application of Acrylic Base Coating***
  - Apply acrylic base coating using Sport Master or an approved equivalent.
  - Follow manufacturer’s specifications for surface preparation, mixing, application, coverage, and curing.
  - If needed, the following general guidelines may be followed:
    - Clean pavement surface of all dust, dirt, and loose materials.
    - Complete all surface repairs prior to coating.
    - Ensure all repairs are flush and smooth.
    - Mix acrylic resurfacer with silica sand and water per manufacturer’s instructions.
      - Apply with a soft rubber squeegee in cross directions.
      - Apply one or two coats depending on surface condition.
      - Allow 30–60 minutes drying time between coats.

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- Mix Sport Master Neutral Concentrate and ColorPlus with silica sand and water to achieve the approved color.
    - Color must be approved by the Agency prior to application.
    - Mix thoroughly for uniform dispersion.
    - Apply a minimum of two coats with a soft rubber squeegee.
    - Allow each coat to dry completely before applying the next.

- ***Pavement Markings (Striping)***
    - Apply pavement markings including, but not limited to:
        - Court striping, directional arrows, text, symbols, boundary lines, and designated zones.
    - All markings shall be precise, clearly visible, and positioned to ensure safe and efficient use of the court.

F. CLEANING

- Remove rubbish, debris, and waste materials and legally dispose of off the Project site. Contractor shall remove all debris, waste materials, and equipment from the site.
- All waste shall be legally disposed of off-site.

G. SAFETY

- Contractor shall implement all necessary safety measures to protect workers and the public.
- Operations shall not create any safety hazards.
- Provide appropriate signage, barricades, lighting, and safety equipment to ensure a secure work environment.

END OF SECTION 13.0

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Exhibit B

CONTRACTOR INFORMATION AND PRICING FORM

Contractor Name: _____
(Enter legal name for contracting purposes)

Business Address: _____

Point of Contact: _____ Title: _____

Phone: (_____) _____ Email: _____

SAM Registration:

☐ The undersigned certifies they have completed registration on SAM.gov

Insurance:

☐ If awarded the Contract, the undersigned will utilize a third party to deliver the requested Goods to HACLA. (Insurance endorsements not required)

☐ If awarded the Contract, the undersigned intends to deliver the requested Goods to HACLA and will provide the required insurance documents

Los Angeles Business Tax Registration Certificate:
☐ The business has a valid Los Angeles Business Tax Registration Certificate No. _____.

☐ The business does not currently hold a valid Los Angeles Business Tax Registration Certificate. If awarded the contract, the undersigned certifies the business will immediately register for a Business Tax Registration Certificate, if said Certificate is required to perform the Work. (Contractors are encouraged to contact the City of Los Angeles, Office of Finance, to determine whether a Business Tax Registration Certificate is required.)

Addenda:
☐ The undersigned has confirmed no addenda were posted on RAMP (www.rampla.org) for this IFB
☐ Acknowledgement of receipt of Addendum No. _____ issued _____
☐ Acknowledgement of receipt of Addendum No. _____ issued _____
☐ Acknowledgement of receipt of Addendum No. _____ issued _____

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CHECKLIST FOR EXHIBITS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

#	Exhibit Title	Your Initials
B	Signed Contractor Information and Pricing Form	
C	Contractor Responsibility Questionnaire	
D	List of Subcontractors (submit only if subcontractors are used)	
E	Workforce Profile	
F	Section 3 Forms	
G	Project Experience Form	
H	Non-Collusion Declaration	

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PROPOSAL PRICE FORM

BRIEF DESCRIPTION OF ASPHALT CONCRETE (AC) WORK TO BE PERFORMED:

1. INSTALL NEW 3" AC OVER 4" BASE

Placement and compaction of 3-inch asphalt concrete over a uniformly graded and compacted 4-inch aggregate base, in accordance with the specifications outlined in Scope of Work Sections 3.0 and 7.0.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

2. COLD PLANING 1 ½" DEEP INCLUDES REMOVAL

Cold milling of the existing asphalt surface to a uniform depth of 1.5 inches, ensuring consistent grooving and ridging throughout. Scope includes complete removal and proper disposal of milled materials, as specified in Section 1.0 of the Scope of Work.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

3. ASPHALT OVERLAY 2" OVER REINFORCING FABRIC

Installation of approved pavement fabric material followed by the placement of a 2-inch thick layer of asphalt concrete, in accordance with the requirements outlined in Scope of Work Sections 3.0 and 6.0

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

4. ASPHALT PATCHING 2" THICK

Surface preparation including cleaning and treating holes, trenches, and other affected areas. Scope includes repair and resealing of the existing asphalt surface, with patching up to 2 inches thick, as detailed in Section 9.0 of the Scope of Work.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

5. ASPHALT PATCHING 4" THICK

Surface preparation including cleaning and treating holes, trenches, and other affected areas. Scope includes repair and resealing of the existing asphalt surface, with patching up to 4 inches thick, as detailed in Section 9.0 of the Scope of Work

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(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

6. REMOVE AND REPLACE 3" ASPHALT OVER NATIVE

Removal of existing asphalt pavement and replacement with a 3-inch layer of asphalt concrete over the existing base, as specified in Section 3.0 of the Scope of Work

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

7. REMOVE AND REPLACE 4" ASPHALT OVER NATIVE

Removal of the existing asphalt pavement and replacing with 4" asphalt concrete on the existing base. Refer to attached Scope of Work Section 3.0.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

8. SLURRY SEAL ONE COAT PLAYGROUND

Mixing, spreading and application of one coats of slurry seal. Refer to attached Scope of Work Section 4.0.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

9. SLURRY SEAL 2 COASTS

Mixing, spreading, and application of a single coat of slurry seal, in accordance with the specifications outlined in Section 4.0 of the Scope of Work.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

9.1 BASKETBALL COURT RESURFACING

Mixing, spreading, and application of acrylic base coating on the basketball court surface, as specified in Section 13.0 of the Scope of Work.

(A)500-2500 ft²	(B) 2,501-5,000 ft²	(C) 5,001-10,000 ft²	(D) 10,001-15,000 ft²	(E)15,001-20,000 ft²	(F) 20,001-50,000 ft²	(G) 50,001+ ft²
$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²	$_____/FT²

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BRIEF DESCRIPTION OF ASPHALT CONCRETE (AC) WORK TO BE PERFORMED:	=	UNIT PRICES:
10. PRICE PER TON TO HAUL AWAY DIRT Clearing, grubbing, and removal of dirt, including hauling and proper disposal, as outlined in Section 1.0 of the Scope of Work.	=	**$_____ /TON**
11. PRICE PER TON TO INSTALL BASE Where base materials are specified without further qualification, the contractor shall provide crushed aggregate base. Supplied materials must compact to a hard, firm, and unyielding surface, and remain stable under saturated conditions, as detailed in Section 7.0 of the Scope of Work	=	**$_____ /TON**
12. PRICE PER LN. FT. SAWCUTTING Pavement cutting, as required, measured per linear foot, in accordance with Section 3.0 of the Scope of Work	=	**$_____ /L.F.**
13. REDWOOD HEADER 2 X 4 PER LINEAR FEET Supply and installation of 2x4 Grade No. 1 redwood header at the termination points of asphalt concrete, as needed, in accordance with Section 5.0 of the Scope of Work	=	**$_____ /L.F.**
14. REDWOOD HEADER 2 X 6 PER LINEAR FEET Supply and installation of 2x6 Grade No. 1 redwood header at the termination points of asphalt concrete, as needed, in accordance with Section 5.0 of the Scope of Work	=	**$_____ /L.F.**
15. REMOVE AND REPLACE 18”/ AND OR STANDARD UTILITY BOX Removal of the existing standard utility box and replacement with a similar or approved equivalent, as specified in Section 1.0 of the Scope of Work.	=	**$_____ /UNIT**
16. WEED KILLER Application of industry-standard weed killer, as needed, in accordance with Section 8.0 of the Scope of Work.	=	**$_____ /UNIT**
17. PLACE NEW REDWOOD HEADER (2 BY) Supply and installation of 2x Grade No. 1 redwood header at the termination points of asphalt concrete, as needed, in accordance with Section 5.0 of the Scope of Work.	=	**$_____ /L.F.**
18. REMOVE & REPLACE REDWOOD HEADER (2 BY) Removal of existing redwood header and supply and installation of 2x Grade No. 1 redwood header at the termination points of asphalt concrete, as needed, in accordance with Section 5.0 of the Scope of Work.	=	**$_____ /L.F.**

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19. CRACK SEAL/FILL – UP TO ONE INCH Repair, sealing, and filling of asphalt cracks up to 1 inch in width, as specified in Section 9.0 of the Scope of Work	=	**$_____ /L.F.**
20. RESTRIPE Application of traffic striping, curb markings, accessibility symbols, and pavement signage in compliance with applicable local and federal regulations, as outlined in Section 2.0 of the Scope of Work	=	**$_____ /L.F.**
21. PLACE & SET NEW 6' PARKING BUMPER Supply and installation of 6-foot standard concrete traffic bumpers (wheel stops), properly set in designated parking stalls in accordance with applicable standards, as specified in Section 10.0 of the Scope of Work.	=	**$_____ /UNIT**
22. PLACE AC LEVELING COURSE Supply and installation of leveling bed material consisting of sand, crushed aggregate, or crushed miscellaneous base. Material shall be compacted to a minimum of 90% relative compaction, as specified in Section 7.0 of the Scope of Work	=	**$_____ /S.F.**
23. INSTALL/REPLACE 6' SPEED DETERRENT MOUNDS Supply and installation or construction of a 6-foot speed deterrent mount, with dimensions conforming to applicable local and federal standards, as outlined in Section 3.0 of the Scope of Work.	=	**$_____ /S.F.**
24. PETROMAT DUMPING FEE PER LOAD Surcharge fee applicable for dumping loads containing Petromat or any material other than clean concrete or asphalt. This fee is assessed in addition to the standard load cost. Each load typically weighs between 18 to 20 tons, as specified in Section 6.0 of the Scope of Work.	=	**$_____ /LOAD**
25. STEEL BOLLARDS - PERMANENT Supply and installation of permanent steel bollards, as specified in Section 11.0 of the Scope of Work	=	**$_____ /PC**
26. STEEL BOLLARDS - REMOVABLE Supply and installation of removable steel bollards, as specified in Section 11.0 of the Scope of Work.	=	**$_____ /PC**
27. STEEL BOLLARDS – SURFACE MOUNTED Supply and installation of surface-mounted steel bollards, as specified in Section 11.0 of the Scope of Work.	=	**$_____ /PC**
28. ACCESIBILITY SIGNAGE Supply and installation of accessibility signage, as specified in Section 12.0 of the Scope of Work.	=	**$_____ /PC**

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TERMS OF OFFER

The undersigned proposes and agrees to furnish the Services at the price(s) listed herein. This proposal is valid for the Minimum Acceptance Period set forth in the RFP.

Name of Business: _____

By: _____ Title _____
Must be signed by an individual who is authorized to bind the business

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Exhibit C

CONTRACTOR RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

All proposers submitting proposals must include this completed Questionnaire.

Use: This Contractor Responsibility Questionnaire form will be used to evaluate Contractor strength, stability and integrity as a business concern, including its record of compliance with labor, health and safety regulations. HACLA reserves the right to request additional information as needed to determine whether the business qualifies as a responsible bidder.

Instructions: Complete all questions, sign and return this Questionnaire and any requested supplemental information with your bid.

Confidential: HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

1. How many years have you been in business in California as a licensed contractor under your present business name and license number?

_____ Years

2. At any time in the last five years, has your business or any of your business's owners, officers or partners been in bankruptcy?

☐ No ☐ Yes – Identify who filed bankruptcy, and provide details, including year filed and case status.

3. Is your business currently a debtor in a bankruptcy case?

☐ No ☐ Yes - Indicate the year filed and the case status.

4. At any time in the last five years, has any CSLB license held by your business or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been revoked or suspended?

☐ No ☐ Yes – Identify whose license was revoked/suspended and provide details, including when the action was taken and current license status.

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5. At any time in the last five years, has any surety completed a contract on behalf of your business, or paid for completion of a project because your business was default terminated by the project owner?

☐ No ☐ Yes – Provide details concerning the project and default/termination.

6. At any time during the last five years, has any surety made any payments on your business's behalf to satisfy any claim made against a performance or payment bond issued on your business's behalf in connection with your business's default on a project?

☐ No ☐ Yes - Provide details concerning the project and the surety's action.

7. At any time in the last five years, has your business been assessed liquidated damages under a contract with either a public or private owner?

☐ No ☐ Yes – Identify the public agency / private owner and describe the underlying facts.

8. At any time in the last five years, has your business, or any business with which any of your business's owners, officers or partners was associated as an owner, partner or officer, been debarred, disqualified, removed or otherwise prevented from bidding on, or competing for, any government agency contract or public works project for any reason?

☐ No ☐ Yes – Indicate who was subject to the action, and provide details concerning the action, including the current status.

9. At any time in the last five years, has your business been denied a contract award by a public agency based on a finding that your business was not a responsible bidder?

☐ No ☐ Yes – Identify the public agency and describe the underlying facts.

10. Has your business, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ No ☐ Yes – Identify the person subject to the action and describe the underlying facts.

11. Has your business, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction activities?

☐ No ☐ Yes – Identify the person subject to the action and describe the underlying facts.

12. At any time during the last five years, has your business, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

☐ No ☐ Yes – Identify the person subject to the action and describe the underlying facts.

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13. Has your business or any of its owners, officers or partners ever been convicted of a state or federal crime of fraud, theft, or any other act of dishonesty?

☐ No ☐ Yes – Identify the person subject to the action and describe the underlying facts.

14. Has the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal OSHA), cited and assessed penalties against your business for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years? [NOTE: You do not need to include such information if you have filed an appeal of a citation and Cal OSHA's Appeals Board has not yet ruled on the appeal.]

☐ No ☐ Yes – Provide details concerning the violation, penalties paid and corrective actions the business took to avoid future violations, if applicable.

15. At any time during the last five years, has the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) cited and assessed penalties against your business? [NOTE: You do not need to include such information if you have filed an appeal of a citation and the Federal OSHA Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending.]

☐ No ☐ Yes – Provide details concerning the violation, penalties paid and corrective actions the business took to avoid future violations, if applicable.

16. At any time during the last five years, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your business or the owner of a project on which your business was the prime contractor? [NOTE: You do not need to include such information if you have filed an appeal of a citation and the appeals board has not yet ruled on your appeal, or if there is a court appeal pending.]

☐ No ☐ Yes – Provide details concerning the violation, penalties paid and corrective actions the business took to avoid future violations, if applicable.

17. At any time during the last five years, has there been more than one occasion in which the Department of Industrial Relations has penalized your business or required your business to pay back wages for failure to comply with the state's prevailing wage laws or federal Davis-Bacon prevailing wage requirements? [NOTE: This question refers only to your own business's violation of prevailing wage laws, not to subcontractor violations of the prevailing wage laws.]

☐ No ☐ Yes – Provide details concerning each violation, including penalties paid and corrective actions the business took to avoid future violations, if applicable.

18. At any time during the last five years, has the Department of Industrial Relations found that your business violated California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

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☐ No ☐ Yes – Provide details concerning each violation, including penalties paid and corrective actions the business took to avoid future violations, if applicable.

By: _____ Title: _____
(print/type name)

Signature: _____
This Responsibility Questionnaire must be signed by the same person who signed the Proposal Price Form

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Exhibit D
LIST OF SUBCONTRACTORS

Please provide the requested information concerning each subcontractor selected to perform Work on the project. State law prohibits the listing of more than one subcontractor for the same item of work. The substitution of subcontractors on this public works project will be governed by the Subletting and Subcontracting Fair Practices Act (Public Contract Code §§4100 et seq.). Contractor is responsible for investigating the eligibility of each subcontractor to verify that none are debarred from bidding on, accepting or performing on a public works contract, either as a contractor or subcontractor, by the State of California's Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE), or suspended or debarred from participation in federal programs or under a HUD-imposed Limited Denial of Participation. A current list of individuals and entities debarred by the DLSE is available at www.dir.ca.gov/dlse/debar.html. A current list of individuals and entities debarred by the federal government is available at www.sam.gov/SAM/; A current list of individuals and entities under a HUD-imposed Limited Denial of Participation is available at https://www.hud.gov/hud-partners/limited-denial.

As this is a federally assisted public works contract, public works subcontractors must be registered with the DIR at the time of contract award (see Labor Code §1725.5). In accordance with 2 CFR 200.321, when possible, Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered for subcontracting opportunities.

Bidder: _____

Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Trade performed on the Project:_____ Contract Sum: _____

License/Certification Type (for Project Work, i.e., C-10, C-21): _____

License/Certification No(s): _____

Public Works Registration No: _____ Expires 6/30/20_____

Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Trade performed on the Project:_____ Contract Sum: _____

License/Certification Type (for Project Work, i.e., C-10, C-21): _____

License/Certification No(s): _____

Public Works Registration No: _____ Expires 6/30/20_____

(Submit additional forms as needed)

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Exhibit E

WORKFORCE PROFILE

(attached)

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CONTRACTOR WORKFORCE PROFILE

Please insert the information requested below for each permanent, full-time (eight hours or more per day) employee employed by the business.

OCCUPATION	MALE EMPLOYEES							FEMALE EMPLOYEES						
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown	Hispanic or Latino	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	Amer. Indian or Alaska Native	Two or More Races/Race Unknown
Exec/Senior Mgrs														
First/Mid-Lvl Mrgs														
Professionals														
Technicians														
Sales Workers														
Admin Support														
Craft Workers														
Operatives														
Laborers & Helpers														
Service Workers														
Totals														

Race and ethnic designations are those used by the Equal Employment Opportunity Commission, and do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

Name of Business: _____ Total All Employees: _____

Total Male Employees: _____ Total Female Employees: _____

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Exhibit F

SECTION 3 DOCUMENTATION

(Complete and submit if marked applicable)

For a fillable PDF version, see Section 3 Exhibit – PH Funding at www.hacla.org/forms

Attached:

Form 1: SECTION 3 ECONOMIC OPPORTUNITY PLAN
Form 2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

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HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
SECTION 3 ECONOMIC OPPORTUNITY PLAN
Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968[1] ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

This solicitation and the resulting contract award is subject to compliance with Section 3 regulations pursuant to Public Housing Financial Assistance guidelines and/or HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at **www.hacla.org/section3**. **HACLA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark, 30% new hire benchmark and any other commitments made herein or as imposed in the contract.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.***

If awarded a contract, you will be required to provide reports documenting your efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers and meeting the labor hour benchmarks (regardless of your hiring commitment or achievements). A copy of your completed Section 3 package will be included in the contract.

General questions and assistance in completing Section 3 forms can be directed to section3@hacla.org. Refer to the end of this document for definitions and guidance in completing this form.

HACLA IFB /RFP #: _____ Bid Amount: $_____

PROJECT TITLE: _____

_____	_____
Name of Contractor/Service Provider	Contact Name and Title
_____	_____
Services Provided	Business Certifications[2]
_____	_____
Address	City/State/Zip Code
_____	_____
Phone	Email

[1] Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.
[2] Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: _____

1. **Does your Business qualify as a Section 3 Business Concern?** YES ☐ NO ☐
   See page 5, Section 3 Business Certification form for qualifying criteria.

2. **Will you be using any subcontractors on this project?** YES ☐ NO ☐
   Each listed subcontractor should also submit the EOP form with bids/proposals. All subcontractors (materials-only exempt) are subject to the Section 3 requirements, and it is the prime's responsibility to include the Section 3 Clause in their subcontracts and monitor them for compliance.

Subcontractor Name	Trade	Subcontract Dollar Value	Business Certification

3. **WORKFORCE:**

   Total Number of Workers and Labor Hours needed to complete the project:

Job Title / Classification	Total Estimated Labor Hours Needed to Complete the Work	Current Workforce #	Expected New Hires #

4. **If awarded a contract, how many Section 3 Workers and/or Targeted Section 3 Workers do you commit to hire? (minimum 30% new hire benchmark requirement)**

Job Classification/ Position	# of New Positions you commit to hire Section 3 and/or Targeted Section 3 Workers	Notes

Bidder/Proposer Name: _____

5. **Please indicate the qualitative efforts you can engage in to provide Section 3 Workers and/or Targeted Section 3 Workers other economic opportunities, especially if you are not able to meet new hire requirements and/or HUD labor hour benchmarks:**

☐ Provide training or apprenticeship opportunities (24 CFR Part 75.15 (b) (2)). Specify:

_____

☐ Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training (24 CFR Part 75.15 (b) (7)). Specify:

_____

☐ Provide Section 3 Workers financial literacy training and/or coaching (24 CFR Part 75.15 (b)(8)). Specify:

_____

☐ Provide other qualitative efforts consistent with 24 CFR Part 75.15 (b) (1-14) as noted below. Specify:

_____

6. **Labor Hour Benchmarks and Good Faith Efforts**

Regardless of hiring or other economic opportunity commitments made in Parts 4 and 5 of this document, the bidder/proposer understands that it also needs to make good faith efforts to achieve the labor hour benchmarks established by HUD pursuant to 24 CFR Part 75.13 and report such labor hours pursuant to 24 CFR Part 75.15.

For purposes of Section 3, good faith efforts include, but are not limited to:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Provided training or apprenticeship opportunities.
3. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Held one or more job fairs.
6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
10. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

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Bidder/Proposer Name: _____

Additional Notes/Comments

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Please sign below to acknowledge the following:

- *You have read and understood the Section 3 requirements set forth herein.*
- *If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments.*
- *You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.*
- ***You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 labor hour benchmarks and your expressed new hire or other commitments**.*

Name: _____ Signature: _____

Title: _____ Date: _____

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Bidder/Proposer Name: _____

SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

(24 CFR PART 75)

Business Name	Address / City / State /Zip Code	Services Provided / Trade
Point of Contact / Title	**Telephone**	**E-mail**

Does your business qualify as a "Section 3 Business" as that term is defined in 24 CFR Part 75.5?

☐ **YES** ☐ **NO**

If yes, check the boxes below under which subcategory you qualify.

Your business qualifies as a **Section 3 Business Concern** if you can document that the business satisfied at least one of the following criteria within the last six-month period:

i. ☐ The business is at least 51 percent owned and controlled by low- or very low-income persons (qualifying income of maximum $93,300 for FY 2026);

ii. ☐ More than 75 percent of the labor hours performed for the business over the prior three-month period was performed by Section 3 Workers (see page 2 for definition of "Section 3 Worker" or refer to www.hacla.org/section3); or

iii. ☐ The business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Does your business qualify as one of the following?

☐ Minority Owned Business: ☐ Black American ☐ Hispanic American ☐ Native American
(If checked this box, specify) ☐ Asian/Pacific Americans ☐ Other: _____

☐ Small Business Enterprise ☐ Women Owned Business ☐ Labor Surplus Area

By submitting this form, I certify to the truthfulness of the statements and information contained herein. I understand that providing false information is grounds for termination of Section 3 certification. I further understand that qualifying as a Section 3 Business Concern or being listed on HACLA's Section 3 Business Registry database does not entitle the business to preference for contract award.

_____ _____ _____

Signature Name and Title Date

Bidder/Proposer Name: _____

DEFINITIONS

A Section 3 Worker means any worker who currently qualifies or when hired within the last five years qualified in ***at least one*** of the following categories:

a. The worker's income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
b. The worker is employed by a Section 3 business concern; or
c. The worker is a YouthBuild participant.

A Targeted Section 3 worker for **Public Housing Financial Assistance** projects like this, means a Section 3 worker who is:

a. A worker employed by a Section 3 business concern; or
b. A worker who currently qualifies or when hired within the last five years qualified in ***at least one*** of the following categories:

   (i) The worker is a resident of public housing or Section 8-assisted housing;
   (ii) The worker is a resident of another project managed by HACLA; or
   (iii) A YouthBuild participant.

A Section 3 Business Concern means a business concern that satisfies ***at least one*** of the following criteria within the last six-month period:
a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
b. Over 75 percent of the labor hours performed for the business over the prior three-month period has been performed by Section 3 workers; or
c. The business is at least 51 percent owned and controlled by residents who currently live in public housing or Section 8-assisted housing.

HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at https://www.huduser.gov/portal/datasets/il.html

Income Eligibility Guideline: FY 2026 Los Angeles County HUD Income Limits

Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area

Low (80%) Income Limit	No more than $93,300

Bidder/Proposer Name: _____

HIRING PRIORITIES (PH Projects)
Employment and training opportunities created for this project shall be given to Section 3 Workers in the following order of priority:

P1: To residents of HACLA's public housing project where the work is performed;
P2: To residents of other projects managed by HACLA;
P3: To participants in YouthBuild programs; and
P4: To low- and very low-income persons residing within the Los Angeles metropolitan area.

LABOR HOUR BENCHMARK GOALS

- **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
- **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**.

SECTION 3 COMPLIANCE BENCHMARKS:
If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**; and
3. **30 percent** of all New Hires are Se**ction 3 Workers**
4. **Section 3 Business contracting** goal of 10% for construction contracts and 3% for non-construction contracts.

Awardees will be required to engage in good faith efforts to satisfy their Section 3 Compliance Benchmarks, commitments made herein and report that data to HACLA as requested using Labor Hours Compliance Report Form.

See https://www.hacla.org/en/contracts-and-procurement/section-3-and-mbewbe for more information and guidance.

Questions about the program and assistance completing the form can be submitted to section3@hacla.org

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Exhibit G
Project Experience Form

Contractor Name: _____

You must have a minimum three (3) years' experience performing on similar projects (i.e., asphalt and concrete projects).

Use this space to identify your oldest listed project, which should date back to 2023 or earlier if required to demonstrate at least 3 years' experience.

Start Date: _____ Completion Date: _____

[1]Agency/Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Contract Amount $_____ ☐ Prime Contractor ☐ Subcontractor
Describe project, providing details that demonstrate how the listed project is similar in character and scope to the subject project. Include Scope and trades used.

_____

_____

Check applicable box for wage compliance: ☐ State Prevailing Wages ☐ Davis-Bacon Wages ☐ not applicable

List at least four (4) relevant projects; at least two (2) projects must be a project for which the contractor acted as the Prime Contractor. Incomplete project descriptions will not be considered towards satisfying this requirement. Contact information must be current and project information verifiable.

Start Date: _____ Completion Date: _____

[2]Agency/Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Contract Amount $_____ ☐ Prime Contractor ☐ Subcontractor
Describe project, providing details that demonstrate how the listed project is similar in character and scope to the subject project. Include Scope and trades used.

_____

_____

Check applicable box for wage compliance: ☐ State Prevailing Wages ☐ Davis-Bacon Wages ☐ not applicable

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Start Date: _____ Completion Date: _____

[3]Agency/Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Contract Amount $_____ ☐ Prime Contractor ☐ Subcontractor

Describe project, providing details that demonstrate how the listed project is similar in character and scope to the subject project. Include Scope and trades used.

_____

_____

Check applicable box for wage compliance: ☐ State Prevailing Wages ☐ Davis-Bacon Wages ☐ not applicable

Start Date: _____ Completion Date: _____

[4]Agency/Company Name: _____

Contact Person: _____ Title: _____

Business Address: _____

Phone: _____ Email: _____

Contract Amount $_____ ☐ Prime Contractor ☐ Subcontractor

Describe project, providing details that demonstrate how the listed project is similar in character and scope to the subject project. Include Scope and trades used.

_____

_____

Check applicable box for wage compliance: ☐ State Prevailing Wages ☐ Davis-Bacon Wages ☐ not applicable

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Exhibit H

NON-COLLUSION DECLARATION[2]
(Bid for Public Works Project)

[The terms "bid" and "bidder" as used herein shall refer to the Bid submitted to HACLA and the business submitting the Bid, respectively.]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

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

on _____ [date],

at _____ [city], _____ [state].

_____
(Signature)

[2] Public Contract Code §7106 (effective as of January 2012)

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Exhibit I

DECLARATION OF PARTICIPATION IN VENDOR DIVERSITY OUTREACH

HACLA: encourages diversity participation, however, no points or preference will be granted as part of the evaluation process.

HACLA encourages vendors/contractors/proposers undertake "good-faith" efforts to promote participation in contracting opportunities from Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses.

"Minority Business Enterprise" (MBE) means a certified business that is at least 51% owned and controlled by one or more minority group members, or, in the case of a publicly-owned business, one for which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, African/Black Americans, Hispanic/Latino Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

"Women Business Enterprise" (WBE) means a certified business that is at least 51% owned and controlled by one or more women, or, in the case of publicly held corporation, 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more such individuals.

"Labor Surplus Area Business" (LSA) means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see HACLA's page at http://www.hacla.org/mbewbe.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of their knowledge, true and correct with respect to the efforts made in "good-faith" to promote/encourage outreach efforts for diversity participation.

1. Identified Bid/Proposal Items

☐ We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.

☐ We **did not** identify such items.
Initial _____

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2. Advertisement

☐ Not less than _____ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. [NOTE: You may be requested to submit Proof of advertisement]

☐ We **did not** advertise for bids from MBE/WBE/LSA businesses.
Initial _____

3. Written Notice

☐ Not less than _____ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

☐ We **did not** provide such written notice.
Initial _____

4. Participation

☐ We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

☐ We **did not** obtain participation by MBE/WBE/LSA businesses.
Initial _____

5. Negotiations

☐ We negotiated in good-faith with interested MBE/WBE/LSA businesses. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

☐ We **did not** engage in such negotiations.
Initial _____

_____
Company Name

_____ _____
Signature Title

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Exhibit J

Certification of Payments to Influence Federal Transactions (HUD Form 50071)

Docusign Envelope ID: 7EE07AC6-E0C0-8D17-81B0-BBB1674C4C36

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

Certification of Payments to Influence Federal Transactions

epartment of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title

Signature	Date (mm/dd/yyyy)

Docusign Envelope ID: 7EE07AC6-E0C0-8D17-81B0-BBB1674C4C36

Exhibit K

Instructions to Offerors (Non-Construction HUD)(Form 5369-B)

(Attached)

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Instructions to Offerors Non-Construction

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

- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

(1) signing and returning the amendment;
(2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
(3) letter or telegram, or
(4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

(1) Have adequate financial resources to perform the contract, or the ability to obtain them;
(2) Have a satisfactory performance record;
(3) Have a satisfactory record of integrity and business ethics;
(4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
(5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
(4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may
(1) reject any or all offers if such action is in the HA's interest,
(2) accept other than the lowest offer,
(3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

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Exhibit L

CONTRACT FOR MAINTENANCE
BETWEEN
HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
AND
Insert Contractor name

(Federal Funds)

THIS CONTRACT ("Contract") is made and entered into this insert 1st day of the month, year ("Effective Date") by and between the Housing Authority of the City of Los Angeles, a public body, corporate and politic ("HACLA"), and insert contractor name, ("Contractor"), referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS on insert date, following Competitive Proposal procedures, HACLA issued Request for Proposals ("RFP") No. insert number for the project identified as insert project title (the "Work");

WHEREAS on insert date, HACLA received and reviewed the proposals for the project and thereafter determined that Contractor has the qualifications, background, knowledge, experience and expertise to perform the obligations set forth in this Contract;

WHEREAS by resolution adopted on insert Board meeting date ("Contract Award Date") the Board of Commissioners authorized HACLA to contract with Contractor for said Work; and

WHEREAS HACLA and Contractor desire to enter into this Contract for the Work upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

Section 1. SCOPE OF WORK AND ADDITIONAL WORK

A. Scope of Work. Contractor shall, in a manner satisfactory to HACLA, completely perform the work described in the Scope of Work attached hereto as Exhibit 1.

B. Additional Work. If during the project Work that is not included in the Scope of Work is identified as necessary for the proper completion of the project, such Work, if approved by HACLA, shall be considered "Additional Work." In the event Additional Work is necessary, Contractor shall submit a Change Order, as defined and described in the General Conditions attached hereto. The Change Order shall describe the Work to be performed and the associated costs thereof and shall include

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a payment schedule if appropriate. No Additional Work shall be performed in advance of a purchase order that evidences HACLA's written acceptance and approval of the Change Order. Any Additional Work performed under the Change Order shall be subject to the General Conditions.

Section 2. CONTRACTOR'S REPRESENTATIONS AND RESPONSIBILITIES

A. Contractor represents that it has specialized expertise to perform the Work and that the Work shall be completed in a manner consistent with standards practiced among Contractors doing the same or similar work under the same or similar circumstances.

B. Contractor agrees to provide, furnish, and supply all things necessary and incidental for the Work, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified in this Contract. Contractor represents that it has reviewed the Scope of Work and that it has determined the Work can be performed for the amounts set forth in Contractor's Bid.

C. Contractor represents that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract. Contractor further represents that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the Work hereunder will not constitute a conflict of interest. Contractor further represents that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or Work of value to any officer or employee of HACLA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, (iii) favorable treatment of Contractor by HACLA in the administration of the Contract or in the making of any determination with respect to Contractor's performance of its obligations under the Contract.

D. Contractor's agrees that its receipt of payments from HACLA or any inspection, review, approval or oral statement by any representative of HACLA or any other governmental entity, shall in no way waive or limit the obligations in this Contractor's Representations and Responsibilities section or lessen the liability of Contractor to re-perform or replace unsatisfactory Work to the extent required herein, including but not limited to cases where the defective or below standard Work may not have been apparent or detected at the time of such payment, inspection, review or approval.

Section 3. FEES, INVOICES AND PAYMENTS

A. Maximum Cumulative Payment Obligation. Maximum Cumulative Payment Obligation. For Contractor's full and complete performance of its obligations under this Contract, HACLA's maximum cumulative payment obligation to Contractor under this Contract shall be insert sum ($insert dollar value) (Base Fee of $insert dollar value plus Contingency of $insert dollar value and Allowance sum of $insert dollar value) notwithstanding any other provision of this Contract to the contrary.

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B. Contract Fees. For Contractor's full and complete performance of its obligations under this Contract, HACLA will pay the Contract Fees set forth at Exhibit 1. Except where a percentage markup is expressly stated in the Contract Fees or otherwise negotiated as provided herein, the Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit.

C. Construction Cost Index Increase. If HACLA elects to exercise an option term, Contractor will be entitled to an upward adjustment in Contract Fees based on the prior year-end, annual percentage adjustment in the California Construction Cost Index (CCCI) published by the Department of General Services for the State of California subject to the below conditions.

(1) The maximum adjustment allowable is limited to a 3% increase over the per unit base price.

(2) Adjustments are only made if the published year-end CCCI annual percentage adjustment ("CCCI Adjustment") reflects a positive increase.

(3) CCCI Adjustments are only applied to Work for which there are contracted unit prices included in the Contract Fees.

(4) No upward adjustment is allowed for Work required to be delivered or performed prior to the effective date of the adjustment, unless the Contractor's failure to deliver or perform is a delay for which Contractor may be entitled under the Contract to an extension of time, but not compensation ("Excusable Delay").

(5) Work performed to correct Defective Work and Work performed beyond the established Time for Completion due to any delay in the path of activities that is critical to Substantial Completion of the Work and which delay is not attributable to HACLA ("Unexcused Delay") is not subject to upward adjustment. An Unexcused Delay shall not entitle Contractor to either an extension of the Time for Completion or an adjustment of the Contract Fees. To the extent an Unexcused Delay is concurrent with an Excusable Delay, the Excusable Delay shall be conclusively deemed an Unexcused Delay.

When applicable, HACLA will calculate the Contract Fees for the calendar year based on the published CCCI and prepare a Contract Amendment for execution to effectuate the rate increase. The Contract Amendment will establish the effective date of the rate increase.

D. Reserved.

E. Remittance, Invoices and Payment Terms.

(1) Contractor shall submit invoices to HACLA for payment in arrears of work being performed but no more frequently than once per calendar month. Contractor shall invoice HACLA within 30 days of completion of Work; requests for progress payments shall include the applicable

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percentage(s) of completion. Invoices submitted more than 90 days after performance of services may be declined for payment. The Contractor name on the invoice must be the same as on the purchase order.

(2) Invoices shall identify the Contract Number and related purchase order number, and shall include the location, dates, and a description of the work performed during the billing period. Contractor invoices must include the correct purchase order and contract numbers, and an invoice number. Invoices shall specify the total amount due and payable as indicated on the purchase order; invoices that do not align with the related purchase order will be rejected for payment until corrected. Invoices may be emailed to Accounts.Payable@hacla.org or may be mailed to:

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd, Finance Dept., Department, 4th Floor
Los Angeles, California 90057
Attention: Accounts Payable

(3) HACLA will pay all properly invoiced amounts due to Contractor within 30 days after receipt of such invoice, except for any amounts withheld for retention or timely disputed by HACLA.[3] The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, HACLA reserves the right to set off any amount owing to it by Contractor against any amount payable by HACLA to Contractor. Payment of an invoice is not evidence or admission that the Work meets the requirements of this Contract.

Section 4. CONTRACT TERM

A. This Contract shall commence as of the Effective Date and continue in full force and effect through insert initial end date ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract. Work shall not commence prior to issuance of this Contract's purchase order.

B. Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("Option Term") by giving notice to the Contractor prior to the expiration of the initial Contract Term.

C. Maximum Term. The Contract Term shall not exceed five years, including options for renewal or extension, without HUD's consent.

Section 5. RESERVED

Section 6. INSURANCE

[3] Public Contract Code §20104.50(b)

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A. During the term of this Contract, Contractor shall, at its own cost and expense, procure and maintain the insurance required by the solicitation:

(1) Workers' Compensation (statutory)/Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos): $1,000,000.

(2) Commercial General Liability (HACLA as an additional insured): $1,000,000.

B. Copies of Contractor's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 6. Contractor is responsible for providing updated insurance records during the term of this Contract evidencing compliance with the above that shall supersede and replace those certificates and endorsements previously provided and which upon receipt by HACLA shall become a part of the Contract by this reference without further action required on the part of either party.

C. Wherever Contractor is required to name HACLA as an additional insured and/or certificate holder, the following information shall be included on the policy:

Housing Authority of the City of Los Angeles
Attn: Risk Management
2600 Wilshire Blvd.,
Los Angeles, CA 90057

D. Contractor shall be responsible for requiring appropriate indemnification and insurance from its consultants, agents and subcontractors, if any, to protect the interest of Contractor and HACLA. Contractor shall provide HACLA with proof of compliance with this provision upon demand.

E. Except by agreement or instruction of HACLA in writing, Contractor shall not commence Work prior to the effective date of the insurance referenced above.

Section 7. COMPLIANCE WITH LABOR LAWS (MAINTENANCE WAGES)

A. This project is fully funded using federal funds and is undertaken for the development, maintenance, and modernization of a public housing project. This project is under the jurisdiction of the Department of Labor and is exempt from payment of state prevailing wages (24 CFR 965.101). This project is subject to compliance monitoring and enforcement by the U.S. Department of Labor.

B. All laborers and mechanics employed on projects under the subject Contract shall be paid unconditionally, without subsequent deduction (except as otherwise provided by law or regulations), and not less often than semi-monthly, the full amount of wages due at time of payment computed at rates not less than those contained in the Maintenance Wage Rate Decision(s) approved by the U.S. Department of Housing and Urban Development that are in effect during the course of the project. Maintenance Wage Rate Decision(s) are available for downloading at HACLA's Public Works

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Labor Compliance page at www.hacla.org/pwlc (see Public Housing Routine/Non-routine Maintenance Activity, Federally-Funded).

C. The Work contemplated under the subject Contract is considered identify activity for which identify Maintenance Wage Rate Decisions will apply. **HUD-approved Maintenance Wage Rate Decisions remain in effect for two calendar years and reflect an expiration date.** Contractor is responsible for ensuring the most current decision is applied and that employees are paid no less than the applicable wages. Contractor shall allow HACLA staff to conduct on-site wage interviews and shall post labor-related information as requested by HACLA. Contractors shall provide HACLA staff with copies of certified payrolls and subcontracts for auditing purposes within 10 days after receipt of HACLA's written request. Contractors and subcontractors employed on the project may address questions concerning applicable wage rates and payroll reporting to LaborCompliance@hacla.org.

D. HACLA has registered this project with the Department of Industrial Relations (DIR) as Project No. insert. Contractor and its public works subcontractors shall be registered with the DIR to perform on public works projects. Since this federally funded project is solely under the jurisdiction of the U.S. Department of Labor, Contractor and its subcontractors are not required to submit payroll information to the State's Labor Commissioner.

E. Additional wage and labor requirements are included at Part B of the Contract General Conditions at Exhibit 3.

Section 8. SUBCONTRACTING

A. The substitution of subcontractors on this public works project is governed by the Subletting and Subcontracting Fair Practices Act (Public Contract Code §§4100 et seq.) Nothing herein shall be deemed to entitle Contractor, without the written approval of HACLA, to substitute other Subcontractors for those named in Contractor's List of Subcontractors, attached hereto as Exhibit 4, and, except with such approval, no such substitution shall be made. Contractor shall include in all subcontracts (including lower tier subcontracts) the Public Works Compliance Requirements and Resources for Subcontractors form, which is also attached hereto at Exhibit 4.

B. Contractor shall not perform any Work on the Project with any subcontractor who is debarred from bidding on, accepting or performing on a public works contract, either as a contractor or subcontractor, by the State of California's Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE), or any subcontractor who is suspended or debarred from participation in federal programs or if under a HUD-imposed Limited Denial of Participation. A current list of individuals and entities debarred by the DLSE is available at www.dir.ca.gov/dlse/debar.html; a current list of individuals and entities debarred by the federal government is available at www.sam.gov/SAM/.

C. Contractor certifies that it has investigated the eligibility of each subcontractor and has determined that none is ineligible to perform Work pursuant to the foregoing code provisions. Contractor shall insert appropriate sections in all subcontracts to bind subcontractors to the terms and

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conditions of the Contract insofar as such terms are applicable to the work of subcontractors. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and HACLA. Contractor shall be fully responsible and accountable to HACLA for the acts and omissions of his/her subcontractors.

Section 9. NOTICES

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

For HACLA:

Contracting Officer: Housing Authority of the City of Los Angeles
Attn: Suket Dayal, Chief Administrative Officer
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057

Contracts Dept.: Housing Authority of the City of Los Angeles
Attn: identify Contract Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

Project Manager: Housing Authority of the City of Los Angeles
Attn: identify
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Contractor:

Contractor: this should be same individual who signed bid form

Representative: identify

B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

Section 10. HACLA'S RIGHTS AND REMEDIES IN GENERAL

A. All of HACLA's rights and remedies under this Contract are cumulative and shall be

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in addition to those rights and remedies available in law or in equity. Designation in this Contract of certain breaches as material shall not waive HACLA's authority to designate other breaches as material nor limit HACLA's right to terminate the Contract or prevent HACLA from terminating this Contract for breaches that are not material. HACLA's determination of whether there has been noncompliance with this Contract so as to warrant exercise by HACLA of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by HACLA after such termination shall prejudice any other rights or remedies of HACLA provided by law or equity or by this Contract upon such termination, and HACLA may proceed against Contractor to recover all losses suffered by HACLA.

B. No action or failure to act by HACLA will constitute a waiver of a right afforded it under this Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by HACLA of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in this Contract shall create or give to third parties any claim or right of action against HACLA or Contractor.

Section 11. SECTION 3 COMPLIANCE

A. Service Provider shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 24 CFR Part 75, and HACLA's Section 3 Policy and Compliance Plan, as applicable. Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Service Provider's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Workers or other Section 3 economic opportunities. Service Provider's Section 3 documentation is attached hereto as Exhibit 4 and incorporated herein by this reference.

B. Service Provider shall submit annual reports to HACLA demonstrating its efforts to meet HUD labor hour benchmark goals, hire Section 3 Workers, engage in qualitative efforts and/or satisfy its other commitments as set forth in its EOP.

C. Service Provider shall comply with the provisions of Section 3 Clause, and include the Clause in all subcontracts, as applicable. The Section 3 Clause is available at https://www.hacla.org/en/contracts-and-procurement/forms-documents-and-policies.

D. Service Provider's failure to comply with the requirements set forth in this Section may subject Service Provider to the penalties for default under HACLA's Section 3 Policy and Compliance Plan, including monetary fines and debarment.

Section 12. RESERVED

Section 13. MISCELLANEOUS PROVISIONS

A. **Assignment.** Neither Contractor nor HACLA shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Work or the obligations required by this

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Contract. Any attempted assignment, transfer or sublet without such written consent shall be void and confer no rights upon any third person and shall constitute a default under this Contract.

B. **Successorship.** Contractor and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

C. **Governing Law.** This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California

D. **Severability.** If any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

E. **No Waiver.** No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Contractor or HACLA to insist, in any one or more instances, on the performance of any of the obligations required by the other under this Contract shall not be a construed as a waiver or relinquishment of such obligation or right with respect to future performance.

F. **Amendments.** This Contract may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

G. **No Attorney Fees.** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

H. **Exhibits.** All exhibits referred to in this Contract are incorporated herein by this reference.

I. **Entire Agreement.** The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

J. **Binding Authority to Sign and Authorization.** Each of the Parties to this Contract

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hereby represents that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.

K. **Survival.** The provisions of this Contract which by their nature survive termination of this Contract or final completion, including all warranties, indemnities, payment obligations, and HACLA's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

L. **Counterparts**. This Contract may be executed in counterparts, each of which shall be deemed to be an original.

M. **Working Papers**. All statements, records, schedules, working papers and memoranda made by Contractor incident to, or in the course of, rendering Work to HACLA pursuant to this Contract, except for the deliverables submitted by Contractor to HACLA and except for records which held by HACLA and are part of HACLA's records, shall be and remain the property of Contractor in the absence of an express agreement between Contractor and HACLA to the contrary. No such statements, records, schedules, working papers, or memoranda shall be sold, transferred, or bequeathed, without the consent of HACLA, to anyone other than HACLA's licensee, successors, or assigns, or any combined or merged firm or successor in interest to Contractor.

N. **Legal Requirements**. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FSLA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

O. **Performance Evaluation.** All multi-year contracts are subject to annual performance reviews; contracts of one year or less may be subject to performance reviews. Performance evaluations are performed in accordance with the applicable Contractor Evaluation Form, copies of which are available at www.hacla.org/forms. Contractor understands and agrees that HACLA may rely upon completed Contractor Evaluation Forms in assessing Contractor's qualifications, responsibility and ability to perform on future contracting opportunities with HACLA and that an over-all assessment of "Unsatisfactory" may result in Contractor's disqualification or debarment from future contracting opportunities with HACLA.

P. **Interpretation**. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally, and shall not be interpreted against either party on the grounds that the party prepared this Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

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In executing this Contract, HACLA and the Contractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and to perform the work described herein.

IN WITNESS WHEREOF, HACLA and the Contractor have executed this Contract on the day and year first above written.

Approved as to form

By:

_____
LEGAL COUNSEL

Name:_____

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

By: _____
SUKET DAYAL
Chief Administrative Officer

CONTRACTOR NAME

License No.: insert
Public Works Registration: insert

By:_____
(Signature of Person Authorized To Sign)

_____
(Printed Name of Person Authorized To Sign)

Title: _____

DRAFT

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Exhibit 1

SCOPE OF WORK

DRAFT

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Exhibit 2

CONTRACT FEES

(to be attached)

DRAFT

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Exhibit 3

**HACLA'S GENERAL CONDITIONS FOR
MAINTENANCE PROJECTS USING EXEMPT FEDERAL FUNDS
EXCEEDING SMALL PURCHASE THRESHOLD**

A. FEDERAL REQUIREMENTS

These terms and conditions apply to HACLA's federally assisted contracts for maintenance projects, valued in excess of $350,000. Since this project is fully funded using federal funds and is undertaken for the development, maintenance, and modernization of a public housing project, the federal exemption of state prevailing wages at 24 CFR 965.101 is applicable. The requirements set forth at HUD's General Conditions for Non-Construction Contracts, Sections I and II (Form HUD-5370-C, (1/2014), OMB Approval No. 2577-0157 (exp. 1/31/2027) apply.

In the event of a conflict between terms and conditions imposed by the HUD General Conditions and HACLA's terms and conditions, HUD's General Conditions will prevail, except where HUD's General Conditions conflict with state law, in which case state law will control. "HA" and "Public Housing Agency" as used herein refers to HACLA.

Definitions (HUD)[4]
The following definitions are applicable to the Contract [and these General Conditions]:

(a) "Authority or Housing Authority (HA)" means Housing Authority [of the City of Los Angeles] or "HACLA."

(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.

Definitions (HACLA)
The following definitions are also applicable to the Contract and these General Conditions:

[4] HUD Form 5370-C, Section I, Clause 1

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(a) "Contract" also includes Contractor's Section 3 Economic Opportunity Plan (EOP), and Insurance Documents.

(b) "Work" or "Services" means all of Contractor's services required by the Contract, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract.

1a. Changes.[5] (a) [HACLA] 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, [HACLA] 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 [HACLA] decides that the facts justify it, [HACLA] may receive and act upon a proposal submitted before final payment of the contract.

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

1b. Mark Ups. Notwithstanding the foregoing clause (Changes), negotiated change order markups for subcontractors and materials, if any, shall not exceed twelve percent (12%) of the Contractor's direct allocable, allowable and reasonable costs.

2. Termination for Convenience and Default.[6] (a) [HACLA] may terminate this contract in whole, or from time to time in part, for [HACLA]'s convenience or the failure of the [Contractor] to fulfill the contract obligations (default). [HACLA] 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 [HACLA] 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 [HACLA], [HACLA] shall be liable only for payment for services rendered before the effective date of the termination.

[5] HUD Form 5370-C, Section I, Clause 2
[6] HUD Form 5370-C, Section I, Clause 3

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(c) If the termination is due to the failure of the [Contractor] to fulfill its obligations under the contract (default), [HACLA] may (i) require the [Contractor] to deliver to it, in the manner and to the extent directed by [HACLA], 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 [HACLA]; (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 [HACLA] 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 [HACLA], and the [Contractor] shall been titled 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.

3. Contract Following Termination. Upon termination, whether for cause or for convenience, the provisions of the Contract remain in effect as to any claim, indemnity obligation, warranties, guarantees, or other such rights and obligations arising prior to the termination date.

4. Contract Termination; Debarment.[7] 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.

5. Examination and Retention of Contractor's Records.[8] (a) [HACLA], 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 [HACLA], 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.

6. Rights in Data (Ownership and Proprietary Interest).[9] [HACLA] shall have exclusive ownership of, all

[7] HUD Form 5370-C, Section I, Clause 8
[8] HUD Form 5370-C, Section I, Clause 4
[9] HUD Form 5370-C, Section I, Clause 5

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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.

7. Disputes.[10] (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*[11], 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 [HACLA]. A claim by [HACLA] against the [Contractor] shall be subject to a written decision by [HACLA].

(c) [HACLA] 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 [HACLA]'s decision, shall notify [HACLA] 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 [HACLA] 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 [HACLA] that it submit a final voucher and release, whichever is earlier, then [HACLA]'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 [HACLA].

8. Assignment of Contract.[12] The [Contractor] shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from [HACLA] 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 [HACLA].

9. Certificate and Release.[13] 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

[10] HUD Form 5370-C, Section I, Clause 7
[11] As of January 2015, there is no such form as 5370-C Section III, Labor Standards Provisions. Assume reference is to 5370-C, Section II, Labor Standard Provisions for all Maintenance Contracts greater than $2,000, which is not applicable to this contract for goods.
[12] HUD Form 5370-C, Section I, Clause 9
[13] HUD Form 5370-C, Section I, Clause 10

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deliver to [HACLA] a certificate and release, in a form acceptable to [HACLA], of all claims against [HACLA] 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.

10. Organizational Conflicts of Interest.[14] (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. [HACLA] may, however, terminate the contract or task/delivery order for the convenience of [HACLA] if it would be in the best interest of [HACLA].

(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, [HACLA] 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.

11. Inspection and Acceptance.[15] (a) [HACLA] 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 [HACLA] 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 [HACLA] within 7 days of notification or a later date if extended by [HACLA].

(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, [HACLA] may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

[14] HUD Form 5370-C, Section I, Clause 11
[15] HUD Form 5370-C, Section I, Clause 12

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12. Contractor's Status.[16] It is understood that the [Contractor] is an independent [Contractor] and is not to be considered an employee of [HACLA], or assume any right, privilege or duties of an employee, and shall save harmless [HACLA] and its employees from claims suits, actions and costs of every description resulting from the [Contractor] 's activities on behalf of [HACLA] in connection with this Agreement.

13. Other Contractors.[17] 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 [Contractor]s 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.

14. Liens.[18] [Contractor] is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

15. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135).[19] (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The [Contractor] agrees to send to each labor organization or representative of workers with which the [Contractor] has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the [Contractor]'s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

[16] HUD Form 5370-C, Section I, Clause 19
[17] HUD Form 5370-C, Section I, Clause 20
[18] HUD Form 5370-C, Section I, Clause 21
[19] HUD Form 5370-C, Section I, Clause 22

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(d) The [Contractor] agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The [Contractor] will not subcontract with any subcontractor where the [Contractor] has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

16. Equal Employment Opportunity.[20] During the performance of this contract, the Contractor agrees as follows: (a) The [Contractor] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [Contractor] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall in dude, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [Contractor] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [Contractor] will, in all solicitations or advertisement s 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, sexual orientation, gender identity, disability, or national origin.

(c) The [Contractor] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instance s in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a form al complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [Contractor]'s legal duty to furnish information.

[20] HUD Form 5370-C, Section I, Clause 16

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(d) The [Contractor] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [Contractor]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [Contractor] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [Contractor] will furnish all information and reports re quired by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [Contractor]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [Contractor] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies in yoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as other-wise provided by law.

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

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

17. Equal Opportunity for Workers with Disabilities.[21] (a) The [Contractor] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [Contractor] agrees to

[21] HUD Form 5370-C, Section I, Clause 17

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take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following: i. Recruitment, advertising, and job application procedures; ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; iii. Rates of pay or any other form of compensation and changes in compensation; iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; v. Leaves of absence, sick leave, or any other leave; vi. Fringe benefits available by virtue of employment, whether or not administered by the [Contractor]; vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; viii. Activities sponsored by the [Contractor] including social or recreational programs; and ix. Any other term, condition, or privilege of employment.

(b) The [Contractor] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

(c) In the event of the [Contractor] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

(d) The [Contractor] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [Contractor] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The [Contractor] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [Contractor] , a [Contractor] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [Contractor] provides computers, or access to computers, that can access the electronic posting to such employees, or the [Contractor] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [Contractor] to notify job applicants of their rights if the [Contractor] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

(e) The [Contractor] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [Contractor] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

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(f) The [Contractor] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The [Contractor] will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

(g) The [Contractor] must, 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 and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information.[22] 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 [HACLA].

19. Interest of Members of Congress.[23] 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.

20. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees.[24] No member, officer, or employee of [HACLA], no member of the governing body of the locality in which the project is situated, no member of the governing body in which [HACLA] 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.

21. Energy Efficiency.[25] 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.

22. Limitation on Payments to Influence Certain Federal Transactions.[26] (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

[22] HUD Form 5370-C, Section I, Clause 18
[23] HUD Form 5370-C, Section I, Clause 13
[24] HUD Form 5370-C, Section I, Clause 14
[25] HUD Form 5370-C, Section I, Clause 6
[26] HUD Form 5370-C, Section I, Clause 15

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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 [Contractor]s, 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

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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)(ii)(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: (i) 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, (ii) 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: (i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action; (ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and (iii) 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

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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.

23. Clean Air and Water.[27] Contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which the Contract is to be performed.

24. Procurement of Recovered Materials.[28] (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.

[27] 2 CFR Part 200, Appendix II (Contracts in Excess of $150,000)
[28] HUD Form 5370-C, Section I, Clause 23

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(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.

25. Affirmative Action Program.[29] Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Contractor shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Contractor shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of $50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

26. Contract Work Hours and Safety Standards Act.[30] If the value of this contract exceeds $150,000, Contractor agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

B. STANDARD TERMS AND CONDITIONS

Contractor is additionally subject to the following standard terms and conditions for the delivery of maintenance services ("Work"). "HACLA" as used herein refers to the Housing Authority of the City of Los Angeles.

1. Inspection of Work. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work performed conforms to requirements. All Work is subject to HACLA's inspection and testing before acceptance to ensure strict compliance with the terms of this Contract. HACLA's inspections and testing are for the sole benefit of HACLA and do not: (i) relieve the Contractor of responsibility for providing adequate quality control measures; (ii) relieve the Contractor of responsibility for loss or damage of the Work before acceptance; or (iii) constitute or imply acceptance of the Work. If any work requiring inspection is covered up without HACLA's approval, it must be uncovered at Contractor's expense.

2. Correction of Defective Work. The Contractor shall, without charge, replace or correct Work found by HACLA not to conform to requirements, unless HACLA decides that it is in its interest to accept the Work with an appropriate adjustment in contract price. The Project Manager will, with reasonable promptness, give notice of observed Work found by HACLA not to conform to requirements ("Defective Work"). Contractor shall promptly commence replacement or repair Defective Work upon notice from the Project Manager, but in no case later than 7 days after receipt of such notice. Contractor shall

[29] 41 CFR 60-1.4 and 41 CFR 60-2
[30] 2 CFR Part 200, Appendix II (Contracts in Excess of $150,000)

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diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction and all losses resulting from such defective Work, including additional testing and inspection. If the Contractor does not promptly replace or correct the Defective Work, HACLA may, by contract or otherwise, replace or correct the defective Work and charge the cost to the Contractor. If immediate correction of Defective Work is required for life safety or the protection of property or, if in the opinion of HACLA, the Defective Work creates a dangerous condition or requires immediate corrections or attention to prevent further loss to HACLA or to prevent interruption of operations of HACLA, the Project Manager will attempt to give immediate notice to Contractor. If Contractor cannot be contacted or does not comply with HACLA's request for correction within a reasonable time as determined by HACLA, HACLA or its separate contractors, may proceed to make such corrections or provide such attention and the costs of such correction or attention shall be charged against Contractor.

3. Guarantee to Repair Period. Contractor shall guarantee that all material, apparatus, equipment, and workmanship used, installed, or incorporated in the Work is free from defects, and agrees to replace at no expense to HACLA any and all defective Work or materials which become evident within one (1) year, commencing from the date of HACLA's acceptance of the Work. Enforcement of Contractor's express warranties and guarantees to repair contained in this Contract shall be in addition to and not in limitation of any other rights or remedies HACLA may have at law or in equity for Defective Work. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations of Contractor under this Contract, and in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract.

4. General Indemnification. The Contractor shall hold harmless, indemnify and defend HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Contractor contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Contractor under this Contract or under applicable law; and/or (iii) any acts or omissions by Contractor or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations. The Contractor's obligations set forth above shall survive the expiration or termination of the Term of this Contract, including any Option Term. HACLA does not and shall not waive any rights that it may have against the Contractor by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or

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endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

5. Independent Contractor. Contractor shall, during the performance of the Contract, act as a wholly independent contractor. Neither HACLA nor any of its officers, employees, servants or agents shall have control over the conduct of Contractor or its employees or agents, except to advise or provide direction as required. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner employees of HACLA. Nothing contained in the Contract shall be deemed, construed or represented by HACLA or Contractor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between HACLA and Contractor. Except as otherwise required by law, HACLA shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Contractor performing Work hereunder for HACLA.

6. Warranty of Title. Contractor warrants good title to all materials, supplies, and equipment incorporated in the Work.

7. Unfair Business Practices Claims.[31] Contractor offers and agrees to assign to HACLA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15), or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time HACLA tenders final payment to Contractor, without further acknowledgment by the parties. Contractor shall incorporate this provision in all Subcontractor contracts.

8. Lead-Based Paint Rule. Federal law requires that all Contractors performing renovation, repair and painting projects that disturb paint in any housing units constructed prior to 1978 or a child-occupied facility, defined as any building, or a portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least 2 different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours, must be certified in the Environmental Protection Agency ("EPA") Renovation, Repair and Painting Rule, and must follow specific work practices to reduce human exposures to lead, as outlined in 40 CFR Part 745. By executing a Contract for a renovation, repair and/or painting Project subject to this clause, the Contractor hereby verifies that it has been certified by the EPA and conforms with all EPA standards and practices as it relates to the renovation, repair and painting of such projects.

9. Responsibility for HACLA-Furnished Materials. Contractor is held responsible for all materials furnished by HACLA after such materials have been delivered to the Site and until such materials are incorporated in the Work and accepted by HACLA. Deductions will be made from any monies due, or to

[31] Public Contract Code §7103.5

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become due, the Contractor to make good any loss, damage, shortage, or deficiency from Contractor's failure to protect such materials including, but not limited to, demurrage charges due to delinquency in unloading. In case of suspension of the Work for any cause whatever, the Contractor shall be responsible for protection of all materials, whether furnished by Contractor or by HACLA, and shall properly store such, if necessary.

10. Taxes. Contractor and subcontractors are responsible for paying all sales, consumer, business license, use, income and payroll, and similar taxes for the Work or portions thereof provided by Contractor and subcontractors.

11. Permits and Codes. Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

12. Project Staff. Contractor shall employ a complete and competent Project staff for the duration of the Work. Upon notice from HACLA requesting replacement of any Project staff member who is unsatisfactory to HACLA, Contractor shall in a timely manner, but in no event longer than 3 days after notification, replace such member with a competent member satisfactory to HACLA. Failure by Contractor to comply with the provisions of this paragraph shall entitle HACLA, at its option exercised in its sole discretion, to terminate the Contract or suspend the Work until Contractor complies with this paragraph. All costs or damages associated with such termination or suspension shall be borne by Contractor, without adjustment in the contract amount or time for completion. A Superintendent shall be at the Site at all times during the performance of the Work. The Superintendent shall represent Contractor and communications given to and acknowledged by the Superintendent shall be binding on Contractor. Further, communications issued by or received from the Superintendent shall be deemed as binding on Contractor. The Superintendent must be able to read, write and communicate fluently in English.

13. Access to the Work. HACLA and its consultants and other persons authorized by HACLA shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for Inspection. HACLA may, at any time, and from time to time during the performance of the Work, enter the Project for the purpose of installing any necessary other work by HACLA labor or other contracts or for any other purpose. Contractor shall cooperate with HACLA and not interfere with other work being done by or on behalf of HACLA.

14. Hazardous Materials. If Contractor encounters Hazardous Material that may cause foreseeable

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injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify HACLA and promptly thereafter confirm such notice in writing. Contractor's written notice shall indicate whether the Hazardous Material was shown or indicated in Contract to be within the Scope of Work, and whether the Hazardous Material was brought to the Site by Contractor, its subcontractors, sub-subcontractors, suppliers, or anyone else for whom Contractor is responsible. If Contractor introduces and/or discharges a Hazardous Material onto the Site in a manner not specified by the Contract, and/or disturbs a Hazardous Material identified in the Contract, Contractor shall hire a qualified remediation Contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall Contractor perform Work for which it is not qualified. HACLA, in its sole discretion, may require Contractor to retain an independent testing laboratory at Contractor's cost.

15. Parking. Contractor shall provide and maintain suitable parking areas, for use by all workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, the Work activities or public parking.

16. Use of the Project Site and Clean Up. Contractor shall confine operations at the Site to areas permitted by applicable legal requirements and the Contract. Contractor shall not encumber the Site with materials or equipment so that separate contractors' work is hindered or impeded due to such encumbrances. Contractor shall, during performance of the Work, keep the Site and surrounding area free from the accumulation of excess dirt, dust, waste materials, water and rubbish caused by Contractor or any subcontractors. Contractor shall continuously and daily remove all excess dirt, waste material, water and rubbish caused by Contractor and all tools, equipment, machinery and surplus materials from the Site and surrounding area at end of each day. Adequate cleanup will be a condition for progress payments. Upon completion of the work, Contractor shall remove all of its temporary facilities, appurtenances, tools, material and other articles from the Site. The entire area, including all fixed equipment, floors, surfaces and hardware shall be cleaned and restored to their original condition in accordance with these General Conditions and any applicable Specifications. In addition to water sprinkling, temporary enclosures and anti-dust sweeping compounds should be used to limit dust and dirt rising and to keep the Site clean. Work materials shall be neatly stacked by Contractor when not in use. Loose materials, whether on the Site or in transit, shall be covered to prevent dust. Contractor shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solutions from the affected surfaces to prevent marring or other damage to the Work. Volatile wastes shall be properly stored in covered metal containers and removed daily. All other trash receptacles shall be promptly emptied when full. Contractor shall promptly and legally transport and dispose of removed and demolished items and waste materials not identified to be recycled or reused in compliance with local ordinances and anti-pollution laws. No rubbish or waste materials shall be burned, buried, or otherwise disposed of on the Site.

17. Reporting Requirements. Contractor, at such times and in such forms as HACLA may require, shall promptly and timely provide to HACLA such periodic reports as it may request pertaining to the Work undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection

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herewith, and any other matters covered by this Contract.

18. Health, Safety and Accident Prevention. In performing this contract, the Contractor shall: (i) ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; (ii) protect the lives, health, and safety of other persons; (iii) prevent damage to property, materials, supplies, and equipment; and, (iv) avoid work interruptions. Contractor shall be solely and completely responsible for job site conditions and safety during the life of the Contract. This obligation shall include the safety of all persons within or affected by the Work, and all private property affected by the Work. Contractor and subcontractors shall comply with all applicable legal requirements relating to safety, as well as any HACLA-specific safety requirements set forth in the Contract, provided that such HACLA-specific requirements do not violate any applicable legal requirements.

19. Safety Precautions and Programs. Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the performance of the Contract, including safety of all persons for the duration of the Work, on a 24-hour day, 7- day week basis. Contractor shall designate a responsible member of Contractor's organization at the Project Site whose duty shall be the prevention of accidents. That person shall be the Superintendent, unless otherwise designated by Contractor in writing to the Project Manager.

20. Safety of Persons and Property. (a) At its sole expense, Contractor shall furnish, erect and maintain such temporary fences, barricades, signs, lights, ramps, and temporary construction of whatever nature as may be necessary to provide access to abutting properties and to warn the public of the Work in progress and of any dangerous conditions as may exist due to the Work in progress. The Contractor's responsibility shall be continuous and not be limited to working hours or days, and shall not cease until acceptance of the Work, except that if HACLA should make partial acceptance of the Work, the Contractor's responsibility for the portion of the Work so accepted shall thereupon cease, except for latent errors in the Work.

(b) Contractor shall protect persons and property on the Site at all times. Contractor shall have available at the Site copies or suitable extracts of "Construction Safety Orders" and "General Industrial Safety Orders" issued by the California Division of Industrial Safety, where applicable. Contractor shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

(c) Contractor shall immediately respond to notice from the Project Manager of unsafe conditions, shall take adequate precautions for safety of persons on the Site, and shall provide adequate protection to prevent injury or loss to the following: (i) employees involved in the Work and other persons who may be affected thereby; (ii) the Work in place and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody, or control of Contractor or subcontractors; and (iii) other property at the Site and adjoining property(ies).

(d) Contractor shall promptly remedy damage and loss (other than damage or loss insured under

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property insurance required by the Contract) to property caused in whole or in part by Contractor or its Subcontractors or anyone for whose acts they may be liable and for which Contractor is responsible.

(e) When use or storage of Hazardous Materials, equipment, or unusual methods is necessary for execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

(f) Contractor shall be responsible for locating, providing, and coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load/store or permit any part of the Work on the Site to be loaded/stored so as to endanger the safety of persons or property.

(g) Contractor shall protect its materials and the Work from damage in a manner satisfactory to HACLA and shall make good, without charge to HACLA, all damage due to negligence in providing proper protection.

(h) Contractor shall take necessary precautions to guard against and eliminate possible fire hazards and to prevent damage to the Work, building materials, equipment, temporary field offices, storage sheds and public and private property.

(i) Contractor shall not permit the possession or use of alcohol or controlled substances on the Site.

(j) Explosives may be used only when authorized in writing by HACLA. Explosives shall be handled, used and stored in accordance with applicable regulations.

21. Protection of Existing Vegetation, Structures, Equipment, etc. (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (i) at or near the work site and (ii) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the site, the Contractor shall ensure that all underground utility lines are clearly marked. Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

(c) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If

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the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. Contractor shall use proper and diligent care to protect any and all property belonging to HACLA or others, including existing buildings, doors, floors, walks, pavements, pipe systems, ceiling structures, etc.

(d) Contractor shall take all reasonable steps to minimize any dirt, noise, dust, traffic, or other problems (i.e., damage to surrounding property or buildings attributable to any action by Contractor).

(e) Contractor shall not overload any part of the premises or the building with any excess material or equipment. If so, he shall do so at his own risk and he shall be solely responsible for any and all loss, damage, and/or injury arising or resulting from the overloading. Protect interior floors and concrete sidewalks not only with heavy plywood sheets to evenly distribute trucks loads, but also when carting materials and debris over them.

22. Emergencies Affecting Safety. In an emergency affecting the safety of persons or property, Contractor shall immediately act to prevent or minimize damage, injury or loss. Contractor shall immediately notify the Project Manager, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation, of the occurrence of such an emergency and Contractor's action.

23. General Environmental Protection Requirements. Contractor shall at all times provide and maintain environmental protective measures to control pollution that develops during normal construction practice. Contractor shall comply with Federal, State, and local regulations pertaining to the environment, including but not limited to water, air, waste, hazardous materials and noise.

24. Spill Prevention. Contractor shall prevent oil or other hazardous substances from entering the ground, drainage areas, drainage system or harbor. All temporary petroleum storage tanks, paint and chemical storage or transformers shall be maintained within impervious containment structures of sufficient size and strength to contain the contents of the tanks and containers in the event of leakage or spillage.

25. Dust Control. Contractor shall prevent the generation of airborne dust particles per South Coast Air Quality Management District Rule 403 – Fugitive Dust, and shall keep dust down at all times for dust sufferers, including during non-working periods. Contractor shall use only potable water. Contractor shall sprinkle with water all demolition debris, soil at the Site, haul roads and other areas disturbed by operations, and prevent track out of bulk material onto public or paved roadways and remove such material promptly anytime track-out occurs. Contractor shall remove all visible roadway dust tracked-out upon public paved roadways at the conclusion of each work day.

26. Hazardous Waste. Contractor shall handle and dispose of generated hazardous waste in accordance with all applicable Federal, State and local regulations.

27. Control and Disposal of Solid Waste. Contractor shall keep all Work areas clean at all times and shall

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pick up solid wastes, rubbish, debris and garbage and place in containers, which are regularly emptied off site. Contractor shall prevent contamination of the site or other areas when handling and disposing of wastes.

28. Impacted Soils and Materials. If during the Work, contamination or hazardous materials not previously identified are discovered, the Project Manager shall be notified immediately. Contractor shall cease all activities that may result in disturbance or migration of the material and prevent employees and others from coming into contact with the material.

29. Noise Control. Contractor shall comply with the City of Los Angeles Municipal Code for noise reduction.

30. Equipment Power. Whenever feasible, the Contractor shall use electrical power instead of gas or diesel power and/or gas-powered vehicles instead of diesel-powered vehicles.

31. Accounting Records; Audit. Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices. HACLA or any of its duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

32. Contractor Claims for Relief. (a) The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and HACLA each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

(b) Where applicable, the claims procedures for public works contracts set forth at Public Contract Code section 9204 shall apply. Contractor claims shall be written and delivered to HACLA within a reasonable time, not to exceed 10 days, after the occurrence giving rise to the claim or after the Contractor reasonably should have recognized the event or condition giving rise to the claim, whichever is later. Such written notice shall include sufficient information to advise HACLA of the circumstances giving rise to the claim, the specific contractual adjustment or relief requested and the basis of such request.

(c) The Contractor shall proceed diligently with performance of this contract, pending final resolution of the claim.

33. Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions for Services (these "General Conditions"), the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any HUD provision, the HUD provision shall prevail. In the event of a conflict between the Contract or these General Conditions and

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any applicable state or local law or regulation, the state or local law or regulation shall prevail.

(b) With respect to the Contract, Addenda shall govern over other portions of the Contract to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

(c) The Contract may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

(d) Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract or any subdivision thereof.

(e) Any claimed inconsistency between a HUD provision and HACLA's provisions that supplement the HUD provision, HACLA shall have the sole power to decide which provision shall govern in the best interests of HACLA.

(f) If a claimed inconsistency cannot be resolved through the order of precedence, HACLA shall have the sole power to decide which document or provision shall govern as may be in the best interests of HACLA.

34. Allowances. (a) Use of Allowances, if specified in the Contract Fees, is only as directed by the Project Manager for HACLA's purposes. Contractors shall provide distinct break-out of Allowances on the Schedule of Values and shall list Allowance amounts separately in Applications for Payment. Contractor shall submit invoices or delivery slips to show actual quantities of materials delivered to the Site or services provided for use in fulfillment of each Allowance.

(b) Contractor's percentage markup for all costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be expressly stated in the Contract Fees; otherwise Allowance items shall be delivered at Contractor's actual cost, less applicable trade discounts.

(c) This subsection is applicable when an Allowance pertains to products and/or services to be selected after award of the Contract but prior to the start of construction. At the earliest practical date after award of the Contract, Contractor shall advise the Project Manager of the date when final selection and purchase of each product or service described by an Allowance must be completed to avoid delaying the Work. Materials and equipment under an Allowance will be selected by HACLA with reasonable

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promptness. At the request of the Project Manager, Contractor shall obtain proposals for each Allowance for use in making final selections, which shall include recommendations that are relevant to performing the Work.

C. WAGES, HOURS AND LABOR PROVISIONS: HUD MAINTENANCE WAGES

This project is fully funded using federal funds and is undertaken for the development, maintenance, and modernization of a public housing project; therefore, the federal exemption of state prevailing wages at 24 CFR 965.101 is applicable.

THE FOLLOWING SECTIONS 1- 7 MUST BE INCLUDED IN ALL SUBCONTRACTS AND ANY LOWER TIER SUBCONTRACTS.

1. Minimum Wages.[32] (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the [Maintenance Wage Rate Decision(s) approved by HUD, which is made a part hereof]. [A HUD-Approved Maintenance Wage Rate Decision goes into effect on January 1st and remains in effect for two calendar years. Rates are subject to change. Contractor is responsible for obtaining and applying the most current wages during the course of the project. Maintenance Wage Rate Decision(s) are available for downloading at HACLA's Public Works Labor Compliance page at www.hacla.org/pwlc (see Public Housing Routine/Non-routine Maintenance Activity, Federally-Funded).] Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD ~~under subparagraph 1(b)~~, shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. [Contractor shall allow HACLA staff to conduct on-site wage interviews. Contractors and subcontractors employed on the project may address questions concerning applicable wage rates and payroll reporting to HACLA's Labor Compliance Administrator.]

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

[32] HUD Form 5370-C, Section II, Clause 1

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2. Withholding of funds.[33] The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records.[34] (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic: (i) Name, address and Social Security Number; (ii) Correct work classification or classifications; (iii) Hourly rate or rates of monetary wages paid; (iv) Rate or rates of any fringe benefits provided; (v) Number of daily and weekly hours worked; (vi) Gross wages earned; (vii) Any deductions made; and (viii) Actual wages paid.

(b) The Contractor and each subcontractor shall make the records required under [the subparagraph above] available for inspection, copying, or transcription by authorized representatives of HUD or [HACLA] and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees.[35] (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in: (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or (iii) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the

[33] HUD Form 5370-C, Section II, Clause 2
[34] HUD Form 5370-C, Section II, Clause 3
[35] HUD Form 5370-C, Section II, Clause 4

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journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards.[36] (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in [the clause: Contract Work Hours and Safety Standards Act], shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and [HACLA], or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of [HACLA], or upon request of the Contractor or subcontractor(s). (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by [HACLA] or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by [HACLA] or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate [HACLA] or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). (ii) [HACLA] or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration)

[36] HUD Form 5370-C, Section II, Clause 5

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after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of [the clause: Contract Work Hours and Safety Standards Act herein] shall not be subject to [subparagraph (a) of this clause]. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and [HACLA], HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act.[37] The provisions of this [Contract Work Hours and Safety Standards Act clause] are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

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

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

[37] HUD Form 5370-C, Section II, Clause 6

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the provisions set forth in paragraph (b) of this clause.

7. Non-Federal Prevailing Wage Rates.[38] Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

8. Subcontracts.[39] The Contractor or subcontractor shall insert in any subcontracts all the provisions [indicated herein] and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

THE FOLLOWING SECTIONS 9-14 MUST ALSO BE INCLUDED IN ALL SUBCONTRACTS AND ANY LOWER TIER SUBCONTRACTS.

9. Work Day (Public Works). The time of service of any worker employed upon this public works project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week (Labor Code §1811) except that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted on this project upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay. (Labor Code §1815) Contractor and any subcontractors shall, as a penalty to HACLA, forfeit $25 for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of Labor Code sections 1810-1815. (Labor Code §1813)

10. Rest and Meal Periods. Contractor and subcontractors shall comply with all applicable laws, regulations and wage orders concerning rest and meal periods, including the requirements set forth at Labor Code section 512.

11. Construction Hours and Holidays. Work shall be performed during the hours of 8:00 AM to 4:30 PM, Monday through Friday, unless otherwise specified in these General Conditions or approved in writing by the Project Manager. Contractor shall be granted appropriate time extensions to the Time for Completion for all holidays and inclement weather days when no Work can be performed.

No Work may be performed on HACLA's recognized holidays, which include the following:

New Year's Day/New Year's Eve	Independence Day
Martin Luther King Day	Labor Day

[38] HUD Form 5370-C, Section II, Clause 8
[39] HUD Form 5370-C, Section II, Clause 7

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Presidents' Day
Cesar Chavez Day
Memorial Day
Veterans Day
Thanksgiving Day and the Friday following
Christmas Day/Christmas Eve
Juneteenth

If a holiday falls on a Sunday, the following Monday shall be considered a holiday; if a holiday falls on a Saturday, the preceding Friday shall be considered a holiday.

12. Labor-Related Notices and Postings (Federal/Maintenance). Contractor and subcontractors must post in conspicuous places all applicable workplace postings which include, but is not limited to, the applicable wage determinations. Other posters that meet employer legal obligations may be downloaded at www.dir.ca.gov/wpnodb.html. For a list of available safety and health postings, visit the Cal/OSHA publications page at www.dir.ca.gov/dosh/puborder.asp. Contractor and subcontractors are responsible for determining and satisfying state posting requirements.

13. Registration for Public Works (Maintenance). This project qualifies as a public works project within the meaning of Labor Code section 1771.1. Since the value of this contract exceeds $15,000, Contractor and its public works subcontractors shall be registered with the Department of Industrial Relations. HACLA will register this project with the DIR. Contractor and its subcontractors are responsible for submitting their certified payrolls directly to the Labor Commissioner at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html.

14. Contractor Vetting. Contractor is responsible for investigating the eligibility of each subcontractor to verify that none are debarred from bidding on, accepting or performing on a public works contract, either as a contractor or subcontractor, by the State of California's Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE), or suspended or debarred from participation in federal programs or under a HUD-imposed Limited Denial of Participation. A current list of individuals and entities debarred by the DLSE is available at www.dir.ca.gov/dlse/debar.html; a current list of individuals and entities debarred by the federal government is available at www.sam.gov/SAM/. A current list of individuals and entities under a HUD-imposed Limited Denial of Participation is available at https://www.hud.gov/hud-partners/limited-denial.

C. HUD ACT OF 1968 SECTION 3 COMPLIANCE REQUIREMENTS

If the requirements of Section 3 are imposed herein, the regulations set forth in HACLA's Section 3 Policy and Compliance Plan ("Plan") will apply. Upon completion of work, Contractor must complete and submit the Labor Hours Benchmark Report Form to section3@hacla.org. The form and Contractor's attachments document Contractor's efforts to comply with the requirements of the Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, satisfying qualitative efforts and meeting the labor hour benchmarks. A PDF fillable version of the Labor Hour Report form is available at www.hacla.org/forms (see Section 3 Exhibit – PH Funding).

D. ADDITIONAL FEDERALLY REQUIRED PROVISIONS

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1. Affirmative Action Program.[40] Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Contractor shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Contractor shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of $50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

2. Clean Air and Water.[41] Contactor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which the Contract is to be performed.

3. Domestic preferences for procurements.[42] In the performance of this Contract, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts. For purposes of this section:
1."Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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[40] 41 CFR 60-1.4 and 41 CFR 60-2
[41] 2 CFR Part 200, Appendix II (Contracts in Excess of $150,000)
[42] 2 CFR 200.322

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Exhibit 4

LIST OF SUBCONTRACTORS

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Exhibit 5

CONTRACTOR'S SECTION 3 DOCUMENTATION

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Exhibit 6

CONTRACTOR'S INSURANCE DOCUMENTATION

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