



August 1, 2024

**SUBJECT: HACM-RFP-2024-05 Exterior Walls Painter Rehabilitation Services for Pueblo Del Mar Apartments**

The Housing Authority of the County of Monterey ("HACM") invites proposals from qualified contractors for the rehabilitation of the exterior walls of the Pueblo Del Mar Apartments, located at 17 Regiment Ct. Marina, CA ("PDM").

**Proposals will be accepted by mail or by email until 3:00PM, (PST), on September 3, 2024**  
Proposals received after 3:00PM on September 3, 2024, will be rejected without consideration.

Questions of a procedural nature may be directed to  
Delayna Cambunga at (831) 775-5064  
Or Pablo Verdugo (831) 775-5070  
We look forward to receiving your proposal.



**REQUEST FOR PROPOSALS  
HACM-RFP-2024-05**

**Exterior Walls Painter Rehabilitation Services for  
Pueblo Del Mar Apartments**

RFP Issued:	August 1, 2024
MANDATORY Pre-Proposal Conference	August 13, 2024 at 1:00 PM (Pacific Time)
Questions Due	August 15, 2024 by 10:00 AM (Pacific Time)
Email Questions To:	dcambunga@hamonterey.org (Indicate above HACM-RFP-2024-05 in "Subject")
Proposal Due:	September 3, 2024 @ 3:00 PM (Pacific Time)

Contact person for the above RFP: Delayna Cambunga  
Procurement and Contracts Manager  
Email: [dcambunga@hamonterey.org](mailto:dcambunga@hamonterey.org) or [pverdugo@hamonterey.org](mailto:pverdugo@hamonterey.org)

Contact info for Project Manager: Ricardo Calderon  
Email: [rcalderon@hamonterey.org](mailto:rcalderon@hamonterey.org)  
Phone: 831-970-9561

REQUEST FOR PROPOSALS HACM-RFP-2024-05

Exterior Walls Rehabilitation Services for Pueblo Del Mar Apartments

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	Documents (in the order of the RFP Package)	MUST be submitted with Proposal.
	PROPOSAL SUBMISSION REQUIREMENTS	
	<p><b>1. Proposal Format</b></p> <p>A. Letter of Interest</p> <p>B. Capability</p> <p>C. Experience</p> <p>D. Proposed Design Schedule</p> <p>E. Proposed Cost Form (<u>See Exhibit D</u>)</p> <p><b>2. Required Forms/Certifications</b> (<i>All forms attached – except addendum acknowledgement. This will be issued if an Addendum is issued</i>)</p> <p>A. Profile and Certification/Qualifications (<u>See Exhibit E</u>)</p> <p>B. Section 3 Requirement and Action Plan (<u>See Exhibit F</u>)</p> <p>C. Form HUD-5369-A (<u>See Exhibit G</u>)</p> <p>D. Sample Addendum (<i>if applicable</i>) (<u>See Exhibit H</u>)</p>	
	EXHIBITS	
A.	Scope of Work by Project Manager	
B.	Location Map & Aerial Photos for PDM	
C.	Capital Needs Assessment	
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E.	Profile and Certification/Qualifications Form	
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# 1. **GENERAL INFORMATION**

## 1.1 **RFP Introduction**

The Housing Authority of the County of Monterey ("HACM") through this Request for Proposals ("RFP") invites proposals from qualified and licensed contractors (each, a "Respondent") to rehabilitate the exterior walls of PDM (a "Proposal").

All Proposals submitted in response to this RFP must conform to all the requirements and specifications outlined within this document in its entirety and any designated exhibits.

## 1.2 **HACM Reservation of Rights**

- HACM reserves the right to amend through addenda, to reject any or all Proposals, to waive any informality in the RFP process or to terminate the process at any time, if HACM deems it necessary or in its best interests.
- HACM reserves the right not to award a contract pursuant to this RFP.
- HACM reserves the right to terminate a contract awarded pursuant to this RFP at any time for its convenience upon ten (10) days written notice to the successful Respondent(s).
- HACM reserves the right to retain all Proposals submitted and not permit their withdrawal, unless authorized in writing by HACM's Interim Procurement Contracts Supervisor, Delayna Cambunga, for a period of ninety (90) days following the bid deadline.
- HACM reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this RFP.
- HACM reserves the right to negotiate the fees proposed by the proposed entity.
- HACM reserves the right to reject and not consider any Proposal that does not meet the requirements of this RFP including, but not necessarily limited to, incomplete Proposals and/or Proposals offering alternate or non-requested services.
- HACM shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
- At any time during the RFP or contract process, HACM may prohibit any further participation by a Respondent or reject any Proposal submitted that does not conform to any requirements detailed herein. Each prospective Respondent is hereby agreeing to abide by all terms and conditions listed within this document and further agrees that the Respondent will inform the

Interim Procurement Contracts Supervisor in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by HACM that the Respondent believes should be addressed. Failure to abide by this time frame shall relieve HACM, but not the prospective Respondent, of any responsibility pertaining to such issue.

- Proposed prices must be firm for ninety (90) days from the date of responding to this RFP.
- HACM is subject to the disclosure requirements of the California Public Records Act. This act will apply to all submitted Proposals to HACM.
- No conversation with any officer, employee, agent or consultant of HACM, either before, during or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful Respondent to any adjustment in the contract time or contract sum whatsoever.

### **1.3 HACM Information**

HACM was established in 1941 under the authority of the Health and Safety Code by a Resolution which identified a need for safe and sanitary low-income housing, by the Monterey County Board of Supervisors. HACM provides rental subsidies, manages and operates affordable housing units, and develops affordable housing to assist low-income and moderate-income families, seniors and persons with disabilities living in Monterey County, California.

## **2. SCOPE OF WORK**

It is the intent of this RFP to establish a term contract with a vendor or multiple vendors for HACM for labor, materials and equipment necessary to provide Exterior Walls Rehabilitation Services for PDM.

Through a competitive qualification and bid-based procurement process, HACM intends to enter into an agreement with a qualified vendor for these Exterior Walls Rehabilitation Services.

All work is to be performed according to industry standards and to the requirements and satisfaction of HACM. The scope of work is summarized in Exhibit A attached hereto by our Project Manager, Ricardo Calderon (the "Exterior Walls Rehabilitation Services").

PDM, located in Marina, California, and constructed circa 1980, is a 56-unit, residential complex made up of 10 buildings plus a community center. PDM serves families in recovery by providing safe, affordable, transitional housing programs to families who are committed to the recovery process, here in Monterey County. Residents are able to build social networks and support a system designed to foster positive lifestyles.

The townhomes are all 2 bedroom/one bath units, including 2 designated handicap accessible units. The community sits on level ground, with wood framed buildings and stucco exterior. Of the 10 buildings, 4 have had new roofing installed, while the other 6 should be replaced. There is one entrance to the homes off of MacArthur Drive.

The work is expected to largely include the items identified in the "Capital Needs Assessment Report" prepared by the CNA Specialists dated September 2023, attached hereto as Exhibit C (the "Capital Needs Assessment"). The scope of work will be precisely determined by the Capital Needs Assessment as well as guidance from our Project Manager.

It is anticipated that to the greatest extent feasible, the project will remain occupied during the renovation work. Depending on the level of interior renovation, a portion of the units may be vacated for a period of time to upgrade the interior finishes. The work is estimated to be completed within 3-6 weeks. Relocation, as required, will take place immediately preceding and throughout the construction period for this project. HACM and the property manager will manage the relocation process, as needed. Renovation is planned to be implemented in a single phase, with work planned, staged and sequenced in advance as necessary to reduce disruption to residents. Respondent is expected to participate in the staging and planning of the relocation/staging/construction process.

The following existing design documents can be found in the Exhibits as follows:

1. Scope of Work by Project Manager – Exhibit A
2. Location Map & Aerial Photos – Exhibit B
3. Property Assessment for PDM prepared by the CNA Specialists – Exhibit C

**Estimated Duration: 3-6 weeks**

During the Construction Phase, the Respondent shall, as applicable:

1. Attend regular meetings with the Ricardo Calderon - Project Manager and HACM;
2. Participate in the development/modification of the plans and specifications for the project, including evaluations of constructability, cost and design conflicts;
3. Conduct pricing of the project improvements at key milestones (Schematic Design completion, Design Development Completion, and 50% Construction Documents) in the development of the plans and specifications;
4. Engage in value engineering activities to assist HACM in ensuring that the final plans and specifications describe a project that can be completed within HACM's budget;
5. Obtain a comprehensive bid for the final plans and specification;

6. Assist HACM with obtaining all necessary permits;
7. Bid to suppliers and subcontractors;
8. Coordinate all trades required for proper execution;
9. Facilitate/coordinate preparatory meeting with key subcontractors;
10. Coordinate with HACM on resident relocations;
11. Coordinate plans and sensitivity studies of the surrounding neighborhoods, if needed;
12. Provide meeting management and detailed reporting;
13. Exercise document control;
14. Enforce all COVID, OSHA and client-specified safety rules and regulations;
15. Mitigate delays and additional costs;
16. Assure the quality of the product;
17. Facilitate the closeout/warranty period of the project;
18. Address warranty issues in a timely, organized manner;
19. Assist with obtaining final building permit sign-offs; and
20. Comply with HUD Section 3 requirements and Davis-Bacon, including submission of timely reports and certified payrolls.

### **3. PROPOSAL SUBMISSION REQUIREMENTS**

HACM intends to retain the successful Respondent(s) pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that HACM will consider factors other than just cost in making the award decision). Therefore, so that HACM can properly evaluate the offers received, all Proposals submitted in response to this RFP must be formatted in accordance with the following sequence. None of the proposed services may conflict with any requirement HACM has published herein or has issued by addendum.

#### **3.1 Proposal Format**

To provide objective criteria that can be used in determining various Respondents' abilities, please address the following items in the order presented. Exhibits, such

as resumes, proposed fees or any other documents of a related nature developed by the Respondent may be attached. The Respondent may include any other general information that the Respondent believes is appropriate to assist the HACM in its evaluation.

HACM will not provide any reimbursement for the cost of developing, presenting or providing any response to this RFP.

**A. Letter of Interest**

Please provide a letter of interest on the Respondent's letterhead, which includes the location of the Respondent's primary office. Provide a narrative that gives a brief description of the Respondent, including the names and titles of principals, the main office's address, phone number, fax number, website and email address, when the company was organized, the principal office from which services will be offered, alternative company names and affiliations, and principal areas of practice.

Provide a brief history of the Respondent's business including size, area of expertise, number of years engaged in business under the company's present name, relevant license number(s) and/or certifications and other relevant information.

The Respondent must provide a concise description of its managerial capacity and financial viability to deliver the proposed Exterior Walls Rehabilitation Services.

This page should also include the name and contact information (address, phone and fax numbers, and email address) of the Respondent and the proposed staff member(s) for this assignment, branch office location(s) and contact information.

**B. Capability**

Provide a narrative of the Respondent's approach to the project including where opportunities for creativity might be employed.

Describe the Respondent's ability to clearly and methodically present the scope of work for construction, the ability to successfully complete the design, engineering, and permitting in a professional, thorough, and timely fashion, and the ability to effectively engage all resources as contractor to provide the Exterior Walls Rehabilitation Services.

**C. Experience**

1. An overview of the Respondent's expertise and experience performing exterior wall rehabilitation for Type I and/or Type I/Type III multifamily property(ies);

2. An overview of the Respondent's green building expertise;
3. An overview of the Respondent's experience with affordable multi-family housing and the design, building and contract requirements of public sources of affordable housing financing, including the CA Tax Credit Allocation Committee ("TCAC"), CA Debt Limit Allocation Committee, and the US Department of Housing and Urban Development ("HUD");
4. Resumes of Respondent's key personnel who will be assigned to this project and a description of his/her relevant experience with comparable projects;
5. Descriptions and photograph(s) of comparable projects completed by the Respondent within the past ten (10) years that are submitted as evidence of relevant experience. In addition to project photograph(s), please include the following for each project:
  - Number of units
  - Original building construction type
  - A general description of the scope of work
  - Dates (month and year) of construction commencement and construction completion
  - The public sources of financing
  - Client's name and email and telephone contact information

**D. Proposed design schedule**

Please provide a proposed schedule for the Exterior Walls Rehabilitation Services.

**E. Proposed Cost**

Respondent must state the proposed cost for required permits/ inspections and for the Exterior Walls Rehabilitation Services described in this RFP, on the form attached hereto as Exhibit D.

**F. Required Forms**

See next Section 3.2, Required Forms/Certifications.

**3.2 Required Forms/Certifications**

The following forms must be submitted with your Proposal in the following order:

**A. Proposed Cost Form (Exhibit D)**The form must be completed and signed.

**B. Profile and Certification Form/Statement of Qualifications**

The form Profile and Certification Form/Statement of Qualifications Form, attached hereto as Exhibit E must be completed and signed.

**C. Section 3 Requirements and Action Plan**

HACM expects the Respondent to make a good effort to comply with its Section 3 policy. Refer to "Section 3 Requirements and Action Plan" attached hereto as Exhibit F. Respondent must describe proposed compliance with Section 3 of the Housing Act of 1968, as amended regarding the provision of training and employment opportunities for low-income persons, with priority to residents of HACM, and a Certified Statement that the Respondent will make a good effort to comply with the Section 3 Policy. HACM Project Manager and Procurement Staff will monitor Respondent's compliance with Section 3 Requirements.

**D. Addendum Acknowledgement** (if applicable).

**E. Other Required Documents/Information**

If applicable, please identify any subcontractors that will be used for this job. Please Note: All major subcontractors (10% or more) must also submit the preceding required information (refer to Section 5.3 (3)).

Respondent shall show evidence that they are a licensed contractor able to do business in the State of California.

**F. HUD Forms**

Please complete and attach Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs, attached hereto as Exhibit G.

**4. PROCESS FOR SELECTING RESPONDENT**

**4.1 RFP Timeline**

The following are proposed dates relating to this RFP:

August 1, 2024	RFP Issued
August 13, 2024	Mandatory Pre-Proposal Conference scheduled at 1:00 PM
August 15, 2024	Questions in writing via email, due by 10:00 AM
September 3, 2024	Proposals due by 10:00 AM



#### **4.2 Pre-Proposal Conference**

A non-mandatory pre-proposal conference walk through will be held on-site. The meeting will be held at the Nancy Dodd Community Center at 3043 MacArthur Dr on **August 13, 2024 at 1:00 PM PST**.

#### **4.3 Questions/Answers**

Address questions to Delayna Cambunga at [dcambunga@hamonterey.org](mailto:dcambunga@hamonterey.org). All questions must be submitted in writing or by email. All questions will be answered in writing in an addendum issued and posted on HACM's website, in a form similar to the addendum attached hereto as Exhibit H. Each Respondent shall be responsible for executing the addendum. No questions will be responded to after the question-and-answer period has expired.

**Please Note:** HACM will, during the question-and-answer period (requests must be submitted before the question deadline) consider any contract clauses that the Respondent wishes to include therein and submit in writing a request for HACM to do so. If the proposed clauses are not accepted by HACM, then the Respondent must execute the contract in a form substantially similar to the one provided by HACM attached hereto as Exhibit I, and by submitting its Proposal the successful Respondent agrees to do so.

#### **4.4 Proposal Due Date**

Submissions to the RFP must be submitted by mail or hand delivered to the Procurement department at HACM no later than **September 3, 2024 by 3:00 PM PST**.

Late Proposals will not be considered.

#### **4.5 Selection Process**

All responses will be reviewed for completeness and responsiveness. Proposals will be reviewed, and the most qualified Respondent(s) may be required to be interviewed by an evaluation committee that will complete a final evaluation (the "Committee"). The selection will be the sole responsibility of HACM. HACM reserves the right to reject any and all Proposals and shall select a service provider based on the most advantageous conditions for HACM. If multiple contracts are awarded, projects will be assigned based on bid cost and vendor availability for the project

##### **A. Initial Evaluation for Responsiveness**

Each Proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HACM reserves the right to reject any Proposals deemed by HACM not minimally responsive

and to waive any minor informalities it deems so (HACM will notify such Respondents in writing of any such rejection).

**B. Evaluation Committee**

The Committee will review the Proposals in accordance with this RFP. The Committee will recommend to HACM's Board of Commissioners (the "Board") a short list of Respondents. No Respondent shall be informed at any time during or after the RFP process as to the identity of any Committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the Procurement Staff are the only people at HACM that the Respondent(s) shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Respondent(s) to be eliminated from consideration for award.

**C. Evaluation**

The Committee shall evaluate the responsive Proposals submitted and award points pertaining to the Evaluation Criteria.

**D. Potential "Competitive Range" and "Best and Finals" Negotiations**

HACM reserves the right to conduct "Best and Finals" Negotiations, which may include oral interviews with all Respondents deemed to be in the competitive range. Any Respondent deemed not to be in the competitive range shall be notified of such, in writing, by the HACM in as timely a manner as possible.

1. Determination of Top Ranked Respondent

Typically, all points are awarded by the Committee. The Committee's scores (points) will determine the final ranking. The final ranking is then typically forwarded by the Committee to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final ranking may be forwarded to the Board at a scheduled meeting for approval. Contract negotiations may, at the HACM's option, be conducted prior to HACM approval.

2. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Respondent will be excluded from participation on the Committee. Similarly, all persons having ownership interest in and/or contract

with a Respondent will be excluded from participation on the Committee.

**4.6 Evaluation Criteria.**

No.	Criteria	Points
1.	<u>Capability (25 points)</u> : Only qualified Respondents with relevant expertise and comparable experience will be considered. At a minimum, a Respondent must be licensed to perform the scope of work in Monterey County and the State of California, and the Respondent must be able to maintain the minimum required insurance coverage described in <u>Exhibit J</u> .	25
2.	<u>Experience (25 points)</u> : Extent and quality of Respondent's comparable project experience, experience with affordable housing construction and to work with public agencies.	25
3.	<u>Construction Team Experience (20 points)</u> : Extent and quality of estimators and contractors to provide relevant cost data to inform the project.	20
4.	<u>Proposed Cost (25 points)</u> : Proposed compensation structure including hourly rates, administrative fees, chargeable expenses and services, method and frequency of billing which are reasonable according to industry standards and acceptable to HACM.	25
5.	<u>MBE/WBE/Section 3 (5 points)</u> : Respondent is a minority-owned or women-owned business, a socially and economically disadvantaged business enterprise, a small business or Respondent qualifies for a Section 3 Business Preference.	5
	Total	100

**5. CONTRACT REQUIREMENTS**

**5.1 Respondent Requirements**

The Respondent(s) selected must be fully qualified to perform the Exterior Walls Rehabilitation Services and must possess the appropriate licensing. In addition, the work is funded by the California Department of Health Care Services issued award to the behavioral health bridge program. Any required documents generated by the Respondent and/or HACM must comply with all applicable HUD regulations specified in HUD-5370-C General Conditions of the contract for non-construction. The Respondent must also comply with all HACM contract requirements.

Prior to award, the *successful Respondent(s)* will be required to provide the proper license documents and insurance certificates, as described in Exhibit J.

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

## 5.2 Contract Award

- A. **Negotiations** Once Proposals have been evaluated and ranked, HACM may use the contract negotiation process to obtain the most highly qualified Respondent(s) at a fair and mutually agreed-to price. The proposed Contract will include tasks with a Scope of Services and a Fee-Schedule. HACM reserves the right to enter into discussions with the Respondent(s) whose Proposal is deemed most advantageous and in HACM's best interest for the purpose of negotiations. HACM reserves the right to enter into negotiations with the responsible and responsive Respondent(s) within the competitive range without the need to repeat the formal RFP process.

HACM reserves the right to award without discussions.

- B. **Meetings** Once the Contract is awarded, the Respondent(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service. **Contract Award Procedure** If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed: By completing, executing and submitting a Proposal, the Respondent is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HACM, including the contract clauses attached in the Sample Contractor Agreement attached hereto as Exhibit I.

## 5.3 Contract Conditions

The following provisions are considered mandatory conditions of any Contract Award made by HACM pursuant to this RFP:

1. **Contract Form:** HACM will not execute a Contract on the successful Respondent's Form. Contracts will only be executed on HACM's form, which will be substantially similar to the form attached hereto as Exhibit I, and by submitting a Proposal the successful Respondent agrees to do so (please note that HACM reserves the right to amend this form as HACM deems necessary). However, HACM will, during the question-and-answer period (requests must be submitted before the question deadline) consider any contract clauses that the Respondent wishes to include therein and submits in writing a request for HACM to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY HACM, THEN THE RESPONDENT MUST EXECUTE THE CONTRACT FORM AS PROVIDED.** Failure of HACM to include such clauses does not give the successful Respondent the right to refuse to execute HACM's contract form. It is the responsibility of each prospective Respondent to notify HACM, in

writing, before the question deadline, of any contract clause that he/she is not willing to include and abide by in the final executed Contract. HACM will consider and respond to such written correspondence in the Addendum, and if the prospective Respondent is not willing to abide by HACM's response (decision), then that prospective Respondent shall be deemed ineligible to submit a Proposal.

***Please note: HACM has no legal right or ability to (and will not) at any time, negotiate any clauses contained within ANY of the HUD Forms included as a part of this RFP.***

2. **Assignment of Personnel:** HACM shall retain the right to demand and receive a change in personnel assigned to the work if HACM believes that such change is in the best interest of HACM and the completion of the contracted work.
3. **Unauthorized Sub-Contracting Prohibited:** The Respondent shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the Proposal is a joint venture with another Respondent. The successful Respondent shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the Contract) without the prior written consent of HACM. Any purported assignment of interest or delegation of duty without the prior written consent of HACM shall be void and may result in the cancellation of the Contract with HACM, or may result in the full or partial forfeiture of funds paid to the successful Respondent as a result of the proposed Contract; either as determined by HACM.

#### **5.4 Contract Terms**

HACM intends to enter into a term agreement with the selected Respondent in a form substantially similar to the form contract attached hereto as Exhibit I.

## **EXHIBIT A**

### **SCOPE OF WORK BY PROJECT MANAGER RICARDO CALDERON**

1. Prep walls fill in any cracks /Pressure wash walls (exterior).
2. Protect all properties that should not be painted; including personal property, cars, bikes, outside furniture, etc.
3. Seal any exposed walls. Caulk shall be an extreme expansion type.
4. Color scheme to be chosen by owner. The paint will be an Elastomeric Exterior paint for stucco in the flat finish. The trim will be a semi-gloss finish.
5. All areas shall be clean of paints, cleaners, solvents, and debris disposed of in a lawful manner.

**EXHIBIT B**

**LOCATION MAP AND AERIAL PHOTOS FOR PDM**

(Please See Attached)

**CAPITAL NEEDS ASSESSMENT**

(Please See Attached)



**PROPOSED COST FORM**

(Please See Attached)

**PROFILE AND CERTIFICATION/QUALIFICATIONS FORM**

(Please See Attached)

**SECTION 3 REQUIREMENTS AND ACTION PLAN**

(Please See Attached)

**EXHIBIT G**

**FORM HUD-5369-A, REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS, PUBLIC AND INDIAN HOUSING PROGRAMS**

(Please See Attached)

**SAMPLE ADDENDUM**

(Please See Attached)

**SAMPLE CONTRACT AGREEMENT**

(Please See Attached)

**INSURANCE REQUIREMENTS**

(Please See Attached)

**PREVAILING WAGE/DAVIS BACON DETERMINATION**

(Please See Attached)



Pueblo Del Mar, 17<sup>th</sup> Regiment Ct, Marina, Ca





Nancy Dodd Community Center 3043 MacArthur Dr, Marina, Ca



# **CAPITAL NEEDS ASSESSMENT REPORT**

**FOR THE PROPERTY KNOWN AS:**

**Pueblo Del Mar**

17 Regiment Court  
Marina, CA 93933

**AS OF:**

September 2023

**PREPARED FOR:**

**Housing Authority County of  
Monterey**

123 Rico Street  
Salinas, CA 93907

**PREPARED BY:**

**CNA Specialists**

1345 Encinitas Blvd., #404  
Encinitas, CA 92024



This report was prepared for the sole use of the party noted above. No part of the report may be used, relied upon, or reproduced without the express written consent of Housing Authority County of Monterey, or CNA Specialists

# Pueblo Del Mar Capital Needs Assessment

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# Pueblo Del Mar Capital Needs Assessment

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## **EXECUTIVE SUMMARY**

On 9/6/2023 CNA Specialists conducted an on-site evaluation of the Housing Authority County of Monterey Property and Buildings to determine the condition of the facilities and its components. The information provided in this report is for budgetary projections of the useful life expectancies of these components. This includes physical facility needs and immediate repairs due to potential safety hazards or compliance issues.

Pueblo Del Mar is an existing affordable multifamily development located at 17 Regiment Court, Marina, CA 93933. The project currently consists of 56 apartment units in 10 buildings originally constructed in 1980. All units are 2-bedroom units including 2 designated handicap accessible units. The subject property is a family project. The exterior of the buildings is stucco in good condition.

The property is adequately maintained and managed with an expected life in excess of 55 years. The property is classified as good.

## **LIMITATIONS**

This report for the use and benefit of Housing Authority County of Monterey and is not for the use or benefit of, nor may it be relied upon, by any other person or entity. The contents of this report may not be quoted in whole, in part, or distributed to any person or entity other than the Client hereof or without, in each case, the advance written consent of the Authority County of Monterey.

The statements in this report are professional opinions about the present condition of the subject property. They are based upon visual evidence available during the inspection of all reasonably accessible areas of the property. We did not remove any surface materials, perform any destructive testing, or remove any furnishings. The study is not an exhaustive technical evaluation. Such an evaluation would entail a significantly larger scope of work than was determined for this project. Accordingly, we cannot comment on the condition of systems that we could not see, such as buried structures and utilities, nor are we responsible for conditions that could not be seen or were not within the scope of our services at the time of inspection. We did not undertake activities that would completely assess the stability of the building or the underlying soil since this effort would require excavation and destructive testing. Likewise, this is not a seismic assessment, nor do we make comments or conclusions regarding wood boring pest damage.

We have performed our services and prepared this report in accordance with generally accepted construction consulting practices and HUD requirements. We make no other warranties, either expressed or implied, as to the character and nature of such services and product.

**Submitted By:**



**Paul Youngborg, AIA RAS HESP**  
1345 Encinitas Blvd., #404  
Encinitas, CA 92024  
858-354-8001  
[paul@cnaspecialists.com](mailto:paul@cnaspecialists.com)





## CRITERIA FOR EVALUATION

### 1.1 PURPOSE AND SCOPE

The following Capital Needs Assessment (CNA) has been prepared for the sole use of the Housing Authority County of Monterey (Client), as limited by the terms of the proposal and contract between the Client and CNA Specialists.

The report is confidential, and no other person or entity may copy or rely on this Assessment or any part therein without the written consent of The Housing Authority County of Monterey or CNA Specialists.

The purpose of this inspection is to determine the physical condition of the property and building(s) at this site, to identify and communicate any physical deficiencies, and to establish a replacement reserve for the term of the loan plus two years. It is not an engineering or architectural investigation and is not intended to provide professional advice from those disciplines. It does follow Fannie Mae's *"Physical Needs Assessment, Guidance to the Property Evaluator"* and in part the *Standard Guide for Property Condition Assessment: Baseline Property Condition Assessment process as set forth by ASTM E 2018-99*.

On 9/6/2023 CNA Specialists conducted an onsite evaluation of the property and building(s) to determine the condition of the various components, materials, and building systems. During the site visit, we may not have gained access to all areas, operated any specific equipment, or performed any destructive testing. The findings in our report are not based on a comprehensive engineering study, as we did not remove any construction material to inspect the underlying structure. Our observations and resulting report are, therefore, not intended to warrant or guarantee performance of any building components or systems.

The scope of this assessment does not include physical testing of any kind and, therefore, this report does not confirm the presence or absence of asbestos, PCBs, toxic soils or any recognized environmental conditions at the property.

Documents and data provided by the Client, designated representatives, or other interested parties consulted during the preparation of this report have been relied on by CNA Specialists. CNA Specialists assumes no responsibility for the accuracy of neither this information, work product by others, nor the effect it may have on our conclusion if erroneous.

Our conclusions regarding ADA Title III compliance are based on visual observations. They are intended to be a good faith effort to assist the client by noting non-conforming conditions along with estimates of costs to correct. Repairs and improvement cost estimates are based on approximate quantities and costs, or on furnished information that is reported to be accurate. A

# Pueblo Del Mar Capital Needs Assessment

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detailed survey of quantities for cost estimating of ADA Title III items is not included.

Estimated costs to repair, replace, or upgrade the existing materials and systems are those which we consider to be probable for the marketplace. Such estimates do not necessarily include all items, which may need repair or other attention. The actual cost of repairs may vary from our estimate.

The scope of this work includes inspection of site development, building structure, building exterior and roofs, building interior, mechanical systems, electric systems, plumbing systems, conveyance systems, life safety and fire protection and ADA compliance.

## **1.2 TERMS**

CNA Specialists uses the terms “poor”, “good”, and “good” when describing the condition of building components. The baseline for properties is generally “good”. “Good” means condition as anticipated, accounting for wear, tear, and maintenance procedures. In situations where a component is found to be of higher quality and/or where there is evidence of above average preventative maintenance, the term “good” would be used. “Poor” would be used if the component was found to be of lower quality and/or there is evidence of below average preventative maintenance. It is important to note that where the term “poor” are used, immediate repairs are not necessarily required, nor would the component necessarily require replacement prior to the time predicted in the “useful life tables”.

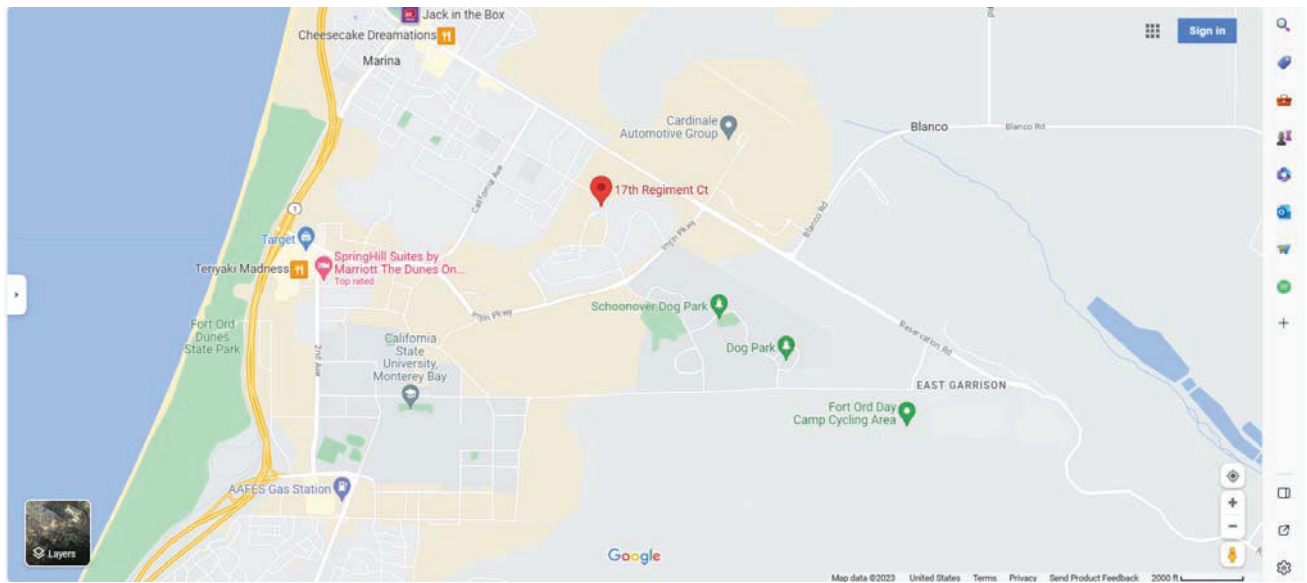
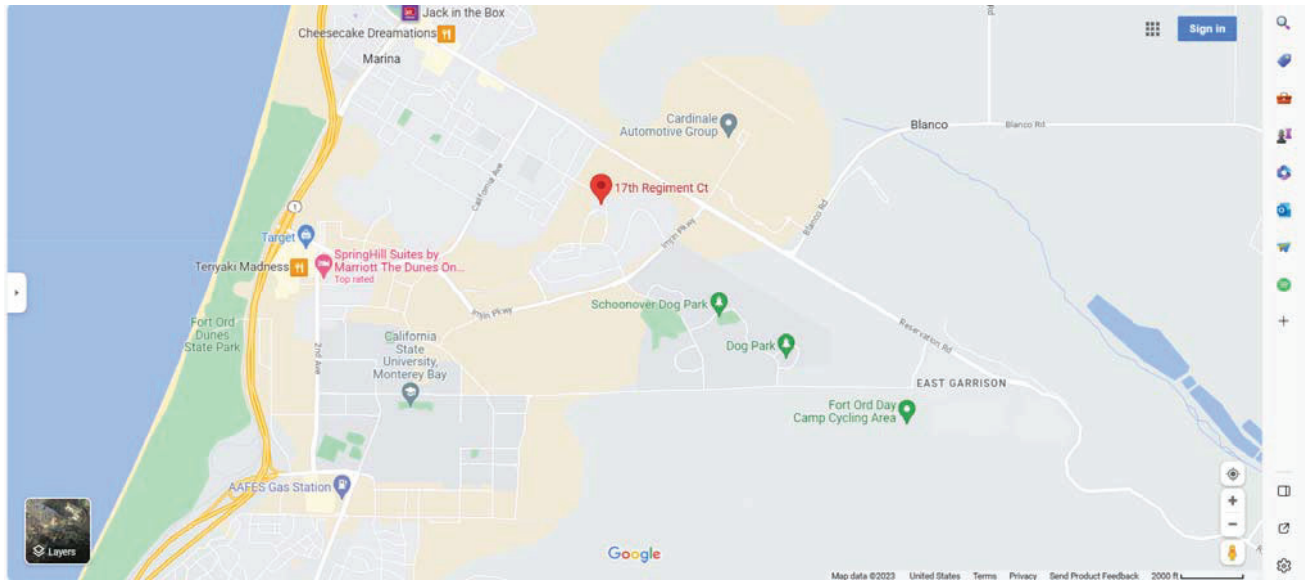
## **1.3 ESTIMATED COST BASIS**

The estimated costs and allowances shown herein are based on unit costs set forth in *Means Cost Estimating System* and CNA Specialists’ professional experience. These estimated costs and allowances are not based on detailed architectural and engineering construction documents, which would allow a detailed quantity takeoff to be developed and therefore, are not guaranteed. These costs represent CNA Specialists best professional judgment and are subject to many variables such as time of year, local labor and material costs, use of on-site staff, or outside contractors.

## **1.4 LOCATION MAP AND AERIAL PHOTOS**



# Pueblo Del Mar Capital Needs Assessment



# Pueblo Del Mar Capital Needs Assessment

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The buildings are concrete slab on grade, wood framed buildings with stucco exterior and wood trim in fair condition. There is no basement at these buildings.

There is public sewer, water, storm drain and gas/electric utilities at this site.

## **2.2 SITE CONDITION**

The subject property is located on the outskirts of the city of Marina in the State of California.

The site is generally level and there is one entrance to the houses off MacArthur Drive. The asphalt roadways and parking areas are cracked, but patched and in fair condition. Repair and re-sealing of the asphalt pavement will be completed over term. On-site water drainage has been designed to use surface flow to on-site storm drainage and streets.

There is chain link fencing at the rear of each building and around the playground area at this property.

Exterior lighting is with building mounted lights and tall pole mounted street lights. All these lights are in fair condition, but should be upgraded to energy efficient lighting. It could not be determined if the lighting was adequate as the site inspection was conducted during daylight hours. However, maintenance said lighting was sufficient.

There is landscaping of mature trees, bushes, and grass along the street in front of the units. There is an irrigation system that is in fair condition. Due to limitations on water usage, the lawn areas are in poor condition and many areas the ground is bare.

## **2.3 BUILDING CONDITION**

The buildings were originally military housing for Fort Ord and now are owned by the Housing Authority County of Monterey. Although the buildings are older, the 3-coat stucco exterior is in fair condition and no serious cracks were observed in the stucco. The wood trim is weather worn and most areas need to be repaired or painted.

While observation of the ground floor slabs, superstructures and roof was limited to exposed elements, no signs of excessive deflection or movement were noted. All of the floors observed appeared level and stable, and walls and structural elements appeared to be plumb and/or level. Based upon these observations, the structure was determined to be in good condition. No evidence of structural failure or deficiencies was noted. There were no structural issues observed during the inspection.

The roof is composition shingles on sloped roofs. 4 of the 10 buildings have

# Pueblo Del Mar Capital Needs Assessment

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had new roofing installed in the past 3 years. The remaining 6 buildings have original roofing that is in poor condition and should be re-roofed soon. When the newer roofs were installed there was significant damage to the plywood sheathing underlayment. We have included 20% replacement of roof sheathing on the older roofs in this cost spreadsheet.

Unit doors are insulated metal clad wood doors in wood frames. Doors and hardware are in fair overall condition, and all will need to be replaced over term.

Windows in the units are single glazed aluminum windows that are in fair to poor condition and should be replaced with energy efficient dual glazed vinyl replacement windows.

## **2.4 PLUMBING SYSTEM**

The potable hot water is supplied by gas-fired hot water heaters in mechanical closets in each unit. These hot water heaters are replaced as needed.

The building-related plumbing systems consist of gravity drained piping to a public sanitary sewer system. The plumbing system in the buildings includes copper domestic hot and cold water, and standard waste and vent system.

The plumbing systems and fixtures appeared to be well maintained. All toilets are low-flush toilets in good condition. Lavatory and sink faucets are replaced as needed. All units have tubs. The older units have steel tubs with ceramic or plastic tub surrounds. The designated handicap units have fiberglass tubs with a permanent bench and hand-held shower. Hot water piping and drain piping are insulated at most handicap lavatories and kitchen sinks. The overall condition of the plumbing system is good.

The water pressure and quantity of hot and cold water was found to be adequate.

## **2.5 HVAC SYSTEM**

All units have gas fired forced air heating systems and no air conditioning. These FAUs are original construction and should be replaced over term. There are exhaust fans in the unit bathrooms that are replaced as needed and mostly in fair condition.

These systems have been maintained, operating as designed, and in good condition. Replacement costs will be allocated in the Cost Budget and over the term in the Replacement Reserves.

## **2.6 ELECTRICAL SYSTEM**

The electrical system is in good overall condition. The buildings have

individual meters for each unit. The primary service from the main building electrical panel in the mechanical room to the subpanels at the units and other spaces is with copper wire. GFI electric outlets are located within each unit in kitchens and bathrooms.

Lighting fixtures are mostly original equipment and not energy efficient. Some have been changed out to LED or fluorescent type fixtures. The exterior lighting at each unit at the entry and rear door need to be replaced with energy efficient lighting or bulbs. There are tall pole mounted areas lights along the street that are maintained by the Housing Authority. All lighting is in fair overall condition, but needs to be upgraded to energy efficient lighting.

## **2.7 FIRE PROTECTION**

The subject property is not equipped with an NFPA-13 fully automatic fire suppression (sprinkler) system in the units. Units have battery operated smoke detectors located within the living areas and bedrooms of each dwelling unit. Life safety and alarm notification devices were observed in good physical condition and in compliance with the Life Safety Code (NFPA-101). Management tests smoke detectors quarterly. We randomly tested smoke detectors on our site visit; all tested detectors worked properly. Replacement of all smoke alarms is included in the Cost Budget and over the term in the Replacement Reserves.

## **2.8 ELEVATORS**

There are no elevators at this property

## **2.9 TENANT SPACES**

Unit interiors are in fair condition. Replacement costs for kitchen cabinets and counter tops over term are included in the cost budget. Bathrooms have wood vanities with plastic laminate tops and porcelain top-set lavatories that will be replaced over term. All toilets are low flush toilets. Replacement of bath accessories will occur in the Cost Budget.

Dwelling carpet and resilient flooring are replaced as needed. Replacement of the flooring in the units and carpet will occur in the Cost Budget and over the term in the Replacement Reserves

Walls and ceilings are drywall in good condition with no evidence of significant damage.

Appliances provided in each apartment unit consist of a refrigerator, gas range, range hood, but no garbage disposals or dishwashers. CNA Specialists did not observe any inoperable appliances at the time of the assessment.

Photos of each of the inspected units is included in the attached photo report. The photos are named and numbered according to the unit number. If the

# Pueblo Del Mar Capital Needs Assessment

unit is a designated handicap unit, it will be so identified in the photo description.

## 2.10 ACCESSIBILITY COMPLIANCE

“2010 ADA” requirements apply to places of public accommodation which, in the case of apartments, include such common areas as an on-site office, office parking, outside walkways, etc. Residential units and buildings are subject to the Good Housing Accessibility Guidelines of 1991.”

The Good Housing Act, based upon the fact that Section 804(f) (3) (c), only requires residential buildings constructed after March 13, 1991 be designed and constructed in compliance with the Act. The Good Housing Amendments Act applies to buildings with five or more units. All units in an elevator building and ground floor units only in non-elevator buildings must comply.

HUD requires that 5% of the units be handicap accessible. Pueblo Del Mar was constructed in constructed in 1980. Although management has installed ADA upgrades, there are still ADA issues that need to be corrected in handicap accessible units. Handicap issues are listed as follows:

Items needing modification	Quan	EA	Unit \$	Total Cost
<b>Site</b>				
Provide accessible route with cross-slope maximum 2% (DM 1.6, 2.8, 2.9, 2.16) (UFAS 4.1.1, 4.3.2, 4.3.3, 4.34.7.1)				
Demo walkway areas over 2% cross slope at street sidewalks	400	SF	\$15	\$6,000
Install new ADA compliant walkway at street sidewalks	400	SF	\$19	\$7,600
Install new ADA compliant concrete in front of mailboxes or relocate mailboxes	2	EA	\$1,500	\$3,000
Provide wheelchair accessible picnic table (UFAS 4.1.1, 4.3.2, 4.3.3, 4.3, 4.7.1)				
Provide wheelchair accessible picnic tables	2	LS	\$250	\$500
			<b>Total Cost Site</b>	<b>\$17,100</b>
<b>Architectural</b>				
Provide handrails at both sides of stairways (UFAS 4.26.2) (DM 1.8)				
Provide handrails at both sides of stairways to 2nd floor units	15	EA	\$275	\$4,125
			<b>Total Cost Architectural</b>	<b>\$4,125</b>
<b>Dwelling Units #3077 2BR</b>				
Provide proper threshold height at garage (UFAS 4.3.3 and 4.34.2(3))				
Provide threshold maximum 1/2" down to garage or install ramp	1	EA	\$500	\$500
Provide accessible door knobs/handles at all doors (UFAS 4.13.9)				
Provide accessible door handle at doors	2	EA	\$125	\$250
Provide switches/ outlets/ thermostats/ controls/ amenities within reach range 48" (UFAS 4.27) (DM 5.3-5.9)				
Provide thermostat at 48" off the floor	3	EA	\$80	\$240
Provide entry door viewer at 48" off floor	1	EA	\$50	\$50
Provide window latches that don't require pinching latch (UFAS 4.27) (DM 5.3-5.9)				
Provide window latches that don't require pinching latch	3	EA	\$50	\$150
All rooms on a 36" wide accessible route (min. 32" clear at door openings) (UFAS 4.3.3 and 4.34.2(3))				
Provide 32" wide doorway at closet over 24" deep	1	EA	\$300	\$300
30" wheelchair accessible workspace in the kitchen (UFAS 4.34.6.8)				
Provide full 30" wide wheelchair accessible workspace in kitchen	3	EA	\$150	\$450
Provide insulation on sink and lavatory hot water piping (UFAS 4.34.5.3, 4.19.4)				
Provide insulation at kitchen sink piping	1	EA	\$65	\$65

# Pueblo Del Mar Capital Needs Assessment

Provide insulation at lavatory piping	1	EA	\$65	\$65
Provide grab bars at toilet (UFAS 4.34.6.5)				
Provide cross grab bar 54" off the side wall	1	EA	\$325	\$325
Bottom of mirror 40" max. above floor (UFAS 4.19 & 4.22, fig 28,29 & 30) (DM 2.28-2.30)				
Provide mirror 40" max off the floor or tilt mirror	1	EA	\$125	\$125
Provide accessible closet pole (UFAS 4.34.5.4(5))				
Provide closet pole in reach range or 54" off the floor	1	EA	\$50	\$50
<b>Dwelling Unit #3089 2BR</b>				
Provide proper threshold height at garage (UFAS 4.3.3 and 4.34.2(3))				
Provide threshold maximum 1/2" down to garage or install ramp	1	EA	\$500	\$500
Provide switches/ outlets/ thermostats/ controls/ amenities within reach range 48" (UFAS 4.27) (DM 5.3-5.9)				
Provide thermostat at 48" off the floor	1	EA	\$80	\$80
Provide entry door viewer at 48" off floor	1	EA	\$50	\$50
Provide window latches within reach range at 54" cross approach (UFAS 4.27) (DM 5.3-5.9)				
Provide window latches within 54" side reach range	2	EA	\$50	\$100
All rooms on a 36" wide accessible route (min. 32" clear at door openings) (UFAS 4.3.3 and 4.34.2(3))				
Provide 32" wide doorway at closet over 24" deep	1	EA	\$300	\$300
Provide refrigerator with accessible freezer (UFAS 4.34.6.8)				
Provide accessible freezer with 50% within 54" off floor	1	EA	\$750	\$750
30" wheelchair accessible workspace in the kitchen (UFAS 4.34.6.8)				
Provide full 30" wide wheelchair accessible workspace in kitchen	3	EA	\$150	\$450
Provide insulation on sink and lavatory hot water piping (UFAS 4.34.5.3, 4.19.4)				
Provide insulation at sink piping	1	EA	\$65	\$65
Provide insulation at lavatory piping	1	EA	\$65	\$65
Provide grab bars at toilet (UFAS 4.34.6.5)				
Provide cross grab bar 54" off the side wall	1	EA	\$250	\$250
Provide toilet 18" from wall in restrooms (UFAS 4.34.5.2)				
Provide toilet that is 16" to 18" of the wall	1	EA	\$250	\$250
Bottom of mirror 40" max. above floor (UFAS 4.19 & 4.22, fig 28,29 & 30) (DM 2.28-2.30)				
Provide mirror 40" max off the floor or tilt mirror	1	EA	\$125	\$125
Provide accessible closet pole (UFAS 4.34.5.4(5))				
Provide closet pole in reach range or 54" off the floor	1	EA	\$50	\$50
			<b>Total Cost Dwellings</b>	<b>\$5,605</b>

## 2.11 CODE COMPLIANCE

According to the City of Marina, no outstanding building code violations are on file.

## 2.12 SEISMIC ZONE

Marina, CA has a very high earthquake risk, with a total of 6,586 earthquakes since 1931. The USGS database shows that there is a 99.91% chance of a major earthquake within 50km of Marina, CA within the next 50 years. The largest earthquake within 30 miles of Marina, CA was a 6.9 Magnitude in 1989.

## 2.13 SAFETY CONCERNS

None identified except for handicap accessibility issues listed in the Accessibility section of this report.



## **2.14 GENERAL CONDITIONS**

There were no architectural-engineering conditions identified during the inspection, which would adversely affect this property during its expected life, assuming the implementation of a preventative maintenance program. There was no evidence of significant settlement of the foundation, or excessive deflection of the flooring/roofing systems, including cracking or bulging. The building materials employed for construction are typical and generally accepted for this vintage property.

## **2.15 DATA COLLECTION AND INQUIRIES**

CNA Specialists did review information pertaining to the maintenance, repair and replacement of major building components and systems. Nothing out of the ordinary was found.

## **2.16 RECOMMENDATIONS FOR ADDITIONAL INSPECTIONS**

There were no architectural or engineering conditions identified which require further inspections with exception of the property's seismic zone location. Additional evaluation maybe required regarding seismic activity.

## **2.17 GENERAL CONSIDERATIONS AND PROJECT LIFE**

- A) The project is adequately maintained and managed. Grounds are adequately maintained. The project is classified as good
- B) Assuming the current level of management, and the continuation of preventative maintenance plan, the life of the project should be in excess of 50 years.

## **2.18 ENVIRONMENTAL CONSIDERATIONS**

### **2.18.1 LEAD-BASED PAINT**

The current site structures were built in 1980 after the 1978 ban on lead-based paint (LBP). There are LBP materials expected to be at this site.

### **2.18.2 ASBESTOS-CONTAINING MATERIALS**

The site structures were built in 1980 after the 1978 ban on asbestos-containing materials (ACBM). There are no asbestos-containing materials expected to be at this site.

### **2.18.3 TRANSMISSION LINES**

No electrical power transmission lines were observed to be in the immediate vicinity of the subject property.

### **2.18.4 NOISE LEVELS**

Pueblo Del Mar is in an area with no exterior noise producing elements such as freeways, railroad tracks, or airports. There were no complaints noted by residents about excessive noise levels in their units during the inspection.

### **2.18.5 PEST CONTROL**

# Pueblo Del Mar Capital Needs Assessment

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The subject property is reported to be under a service contract with a pest exterminating company.

## **2.18.6 RADON POTENTIAL**

Monterey County, CA Radon Risk is Moderate with a Potential Risk being in Zone 2 counties having a predicted average indoor radon screening level between 2 and 4 pCi/L (picocuries per liter)

## **2.19 FLOOD ZONE**

A review of the Flood Insurance Rate Maps, published by the Federal Emergency Management Agency, was performed. According to The flood map for the selected area is in Zone X. The flood map for the selected area is number 06053C0195H, effective on 6/21/2017. Zone X areas are determined to be outside 500-year floodplain determined to be outside the 1% and 0.2% annual chance floodplains.

## **3 SYSTEMS AND CONDITIONS**

### **3.1 ENGINEERING INSPECTIONS**

This inspection did not reveal the need for further structural, mechanical, electrical or engineering investigation.

### **3.2 PERVASIVE CONDITIONS**

This inspection did not reveal any pervasive conditions.

### **3.3 SYSTEMS AND CONDITIONS**

All major systems are in working order, however many need to be upgraded or replaced as identified on the Capital Needs Assessment spreadsheet.

## **4 COST ESTIMATES FOR RENOVATION AND PHYSICAL NEEDS OVER 15 YEAR TERM AND RESERVE ANALYSIS SPREADSHEET**

### **REPLACEMENT PRORATION**

Based on the premise that the life of all items in a given category will not expire in the exact year set forth in the Fannie Mae Guidelines, the following factors have been developed to provide guidance to the inspectors in identifying conditions where less than 50% replacement would be appropriate.

Items of good quality manufacture and installation.

Items, which can withstand normal tenant wear and tear, and remain functional under a competent maintenance program.

An item that in CNA Specialists' many years of experience, has shown to have a longer than normal life

An item that is easily and economically repaired to extend its useful life.



# Pueblo Del Mar Capital Needs Assessment

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An item that presents no safety hazard as the result of prolonged use through repairs.

An item, which if not replaced, does not detract from the rent ability of the property.

An item, which if not replaced, does not reduce the level of function of the property.

An item, which if not replaced, will not affect the comfort of the tenants. Climactic conditions which would extend or increase an item's useful life.

## **HOW REPLACEMENT COSTS ARE DETERMINED**

Our scope of work considered published cost data from reliable sources. When possible, we utilized actual contractor pricing in developing our cost estimates. Also, we used the FNMA expected useful life tables as a guide in our replacement reserve analysis.

The opinions of probable cost presented herein were based on analysis of the materials and systems at the property and do not constitute a warranty or guarantee that all item(s) were included. Items not incorporated in the cost estimates may be operational costs, utility usage or unpredictable aesthetic upgrades.

It is important to understand that actual costs will vary depending on such factor as contractor expertise, previous contractor commitment, seasonal workload, insurance and bonding, and local labor conditions. These factors may cause wide variations in the actual costs as estimated by different bidders. In view of these limitations, the costs presented herein should be considered estimates. Once detailed scopes of work and contractor bidding have been secured, the actual costs can be determined.

As much as possible, CNA Specialists develops future cost and replacement costs from (1) our current experience working with developers involved in cost, (2) management companies' actual replacement costs, and (3) secured bids. When these are not available, then CNA Specialists references the following sources:

RSMeans© Online Cost Works and RSMeans book publications

## **REPLACEMENT RESERVE ANALYSIS AND SUMMARY**

Included is a 20-year Reserve analysis of all work included in the Scope of Work that will need to be replaced during the next 15 years in conformance with Fannie Mae's *"Physical Needs Assessment, Guidance to the Property Evaluator"* and in

# Pueblo Del Mar Capital Needs Assessment

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part the *Standard Guide for Property Condition Assessment: Baseline Property Condition Assessment process as set forth by ASTM E 2018-99.*

## Assumptions

### **PROJECT**

Report Date: 9/22/2023

Subject Property Name: Pueblo Del Mar

Address: 17 Regiment Court,

City, State, Zip: Marina, CA 93933

Building Age: Built 1980

Mortgage Term: 20 years

Number of Units: 56

### **ECONOMIC**

Inflation Rate: 2.50%

# Pueblo Del Mar Capital Needs Assessment

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## 6. COST SUMMARY

### 6.1 ESTIMATED EXPENDITURES

Initial Funding Required: \$2,450,109

### 6.2 COMPLIANCE COSTS

6.2.1 ACCESSIBILITY COMPLIANCE (ref. 2.10) \$ 26,830

6.2.2 SAFETY (ref. 2.13) \$ 0.00

6.2.3 RECOMMENDATIONS (ref. 2.16) \$ 0.00

6.2.4 ENVIRONMENTAL (not part of this scope).

## 7 APPENDICES

- PHOTOGRAPHS OF Pueblo Del Mar
- PERSONNEL QUALIFICATIONS: CV and Bio of Paul Youngborg, AIA
- CERTIFICATION







Site 1.JPG



Site 2.JPG



Site 3.JPG



Site 4.JPG



Site 5.JPG



Site 6.JPG



Site 7.JPG



Site 8.JPG



Site 9.JPG



Site 10.JPG



Site 11.JPG



Site 12.JPG



Site 13.JPG



Site 14.JPG



Site 15.JPG





Site 91.JPG



Site 92.JPG



Site 93.JPG



Site 94.JPG



Site 95.JPG



Site 96.JPG



Site 97.JPG



Site 98.JPG



Site 99.JPG



Site 100.JPG



Site 101.JPG



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Site 103.JPG



Site 104.JPG



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Site 108.JPG



Site 109.JPG



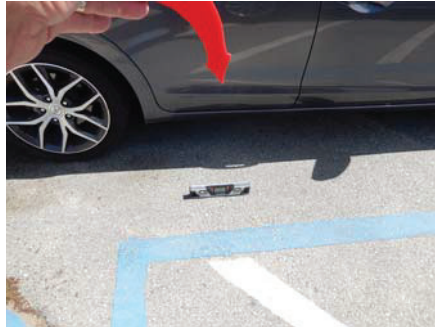
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Site 111.JPG



Site 112.JPG



Site 113.JPG



Site 114.JPG



Site 115.JPG



Site 116.JPG



Site 117.JPG



Site 118.JPG



Site 119.JPG



Site 120.JPG





Site 121.JPG



Site 122.JPG



Buildings 1.JPG



Buildings 2.JPG



Buildings 3.JPG



Buildings 4.JPG



Buildings 5.JPG



Buildings 6.JPG



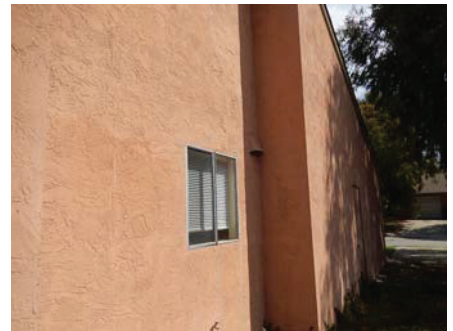
Buildings 7.JPG



Buildings 8.JPG



Buildings 9.JPG



Buildings 10.JPG



Buildings 11.JPG



Buildings 12.JPG



Buildings 13.JPG





Buildings 29.JPG



Buildings 30.JPG



Buildings 31.JPG



Buildings 32.JPG



Buildings 33.JPG



Buildings 34.JPG



Buildings 35.JPG



Buildings 36.JPG



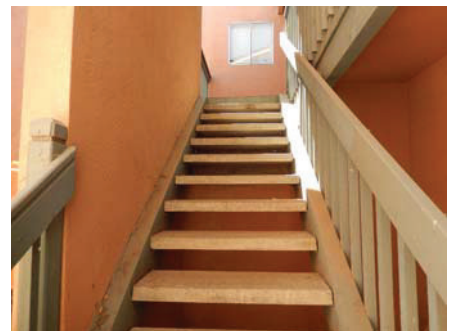
Buildings 37.JPG



Buildings 38.JPG



Buildings 39.JPG



Buildings 40.JPG



Buildings 41.JPG



Common Areas 1.JPG



Common Areas 2.JPG





Common Areas 3.JPG



Common Areas 4.JPG



Common Areas 5.JPG



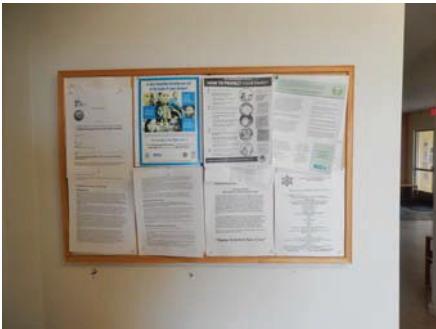
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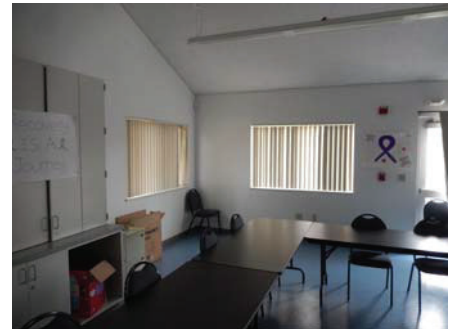
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Common Areas 9.JPG



Common Areas 10.JPG



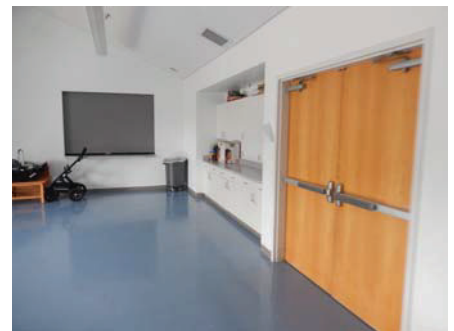
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Common Areas 12.JPG



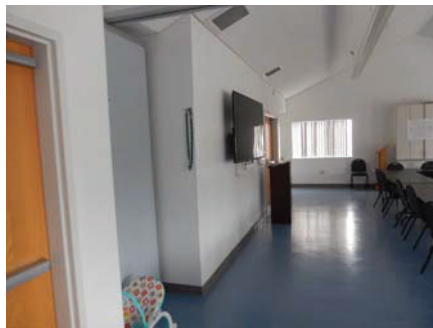
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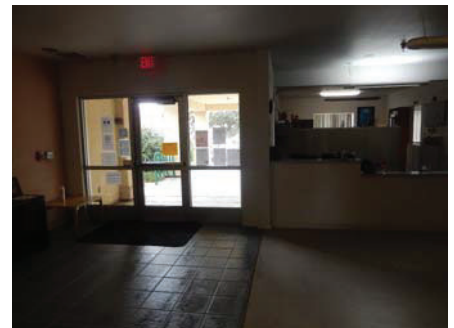
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Common Areas 15.JPG



Common Areas 16.JPG



Common Areas 17.JPG



Common Areas 18.JPG



Common Areas 19.JPG



Common Areas 20.JPG



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Common Areas 30.JPG



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Common Areas 33.JPG



Common Areas 34.JPG



Common Areas 35.JPG



Common Areas 36.JPG



Common Areas 37.JPG



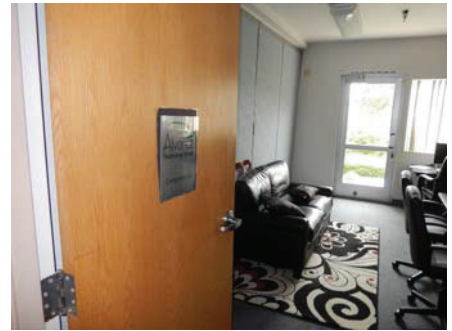
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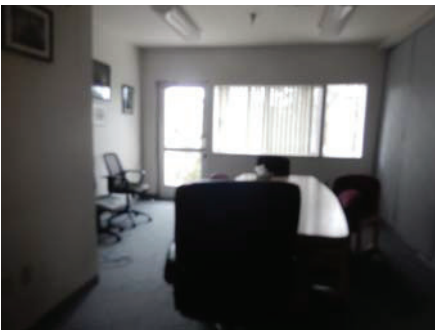
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Common Areas 43.JPG



Common Areas 44.JPG



Common Areas 45.JPG



Common Areas 46.JPG



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Common Areas 63.JPG



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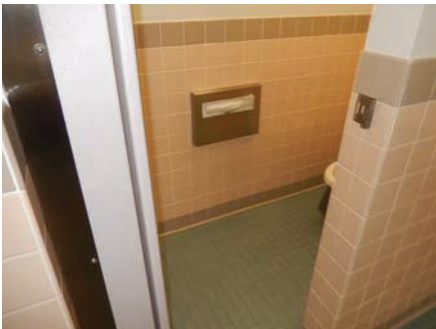
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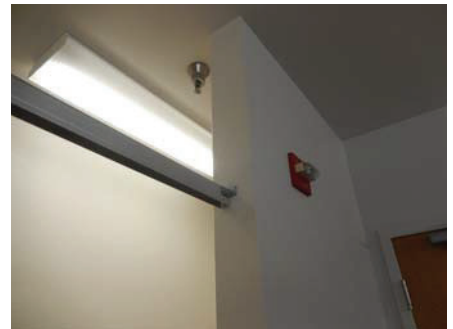
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Common Areas 75.JPG



Common Areas 76.JPG



Common Areas 77.JPG

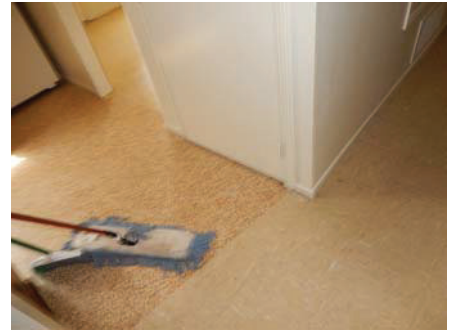




Unit 3077 2BR Handicap 47.JPG



Unit 3077 2BR Handicap 48.JPG



Unit 3077 2BR Handicap 49.JPG



Unit 3077 2BR Handicap 50.JPG



Unit 3077 2BR Handicap 51.JPG



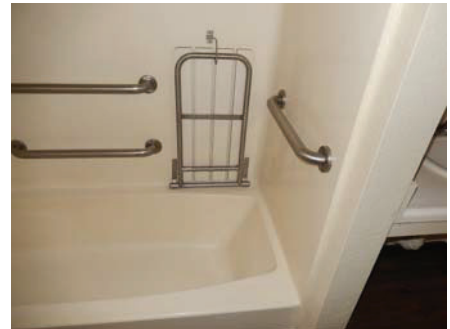
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Unit 3077 2BR Handicap 54.JPG



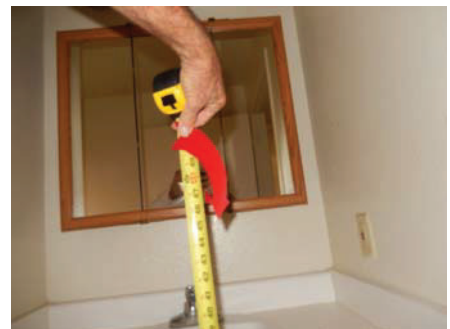
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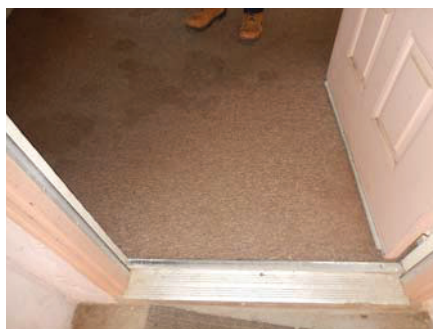
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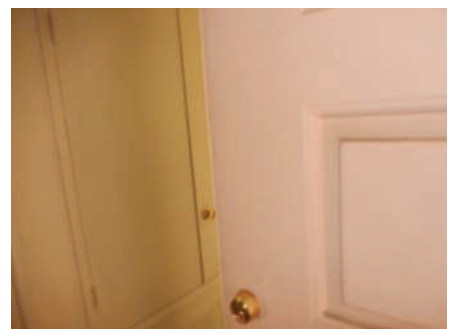
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Unit 3079 2BR 2.JPG



Unit 3079 2BR 3.JPG



Unit 3079 2BR 4.JPG



Unit 3079 2BR 5.JPG



Unit 3079 2BR 6.JPG



Unit 3079 2BR 7.JPG



Unit 3079 2BR 8.JPG



Unit 3079 2BR 9.JPG



Unit 3079 2BR 10.JPG



Unit 3079 2BR 11.JPG



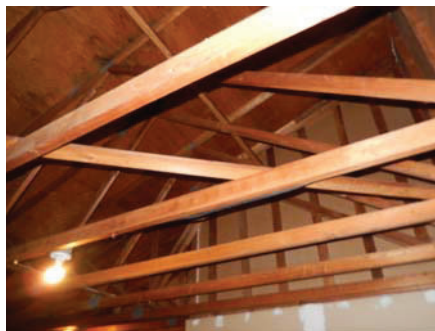
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Unit 3079 2BR 13.JPG



Unit 3079 2BR 14.JPG



Unit 3079 2BR 15.JPG



Unit 3079 2BR 16.JPG



Unit 3079 2BR 17.JPG



Unit 3079 2BR 18.JPG



Unit 3079 2BR 19.JPG





Unit 3079 2BR 20.JPG



Unit 3079 2BR 21.JPG



Unit 3079 2BR 22.JPG



Unit 3079 2BR 23.JPG



Unit 3079 2BR 24.JPG



Unit 3079 2BR 25.JPG



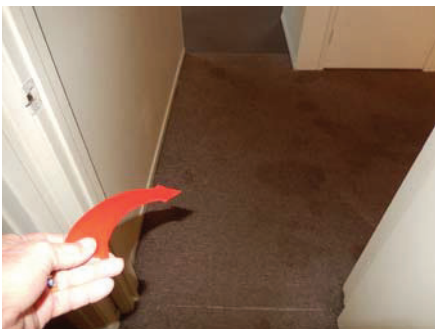
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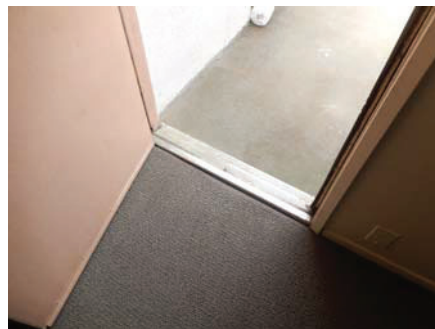
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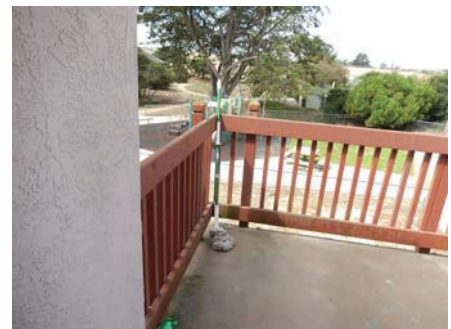
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Unit 3079 2BR 29.JPG



Unit 3079 2BR 30.JPG



Unit 3079 2BR 31.JPG



Unit 3079 2BR 32.JPG



Unit 3081 2BR 1.JPG



Unit 3081 2BR 2.JPG





Unit 3081 2BR 3.JPG



Unit 3081 2BR 4.JPG



Unit 3081 2BR 5.JPG



Unit 3081 2BR 6.JPG



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Unit 3081 2BR 8.JPG



Unit 3081 2BR 9.JPG



Unit 3081 2BR 10.JPG



Unit 3081 2BR 11.JPG



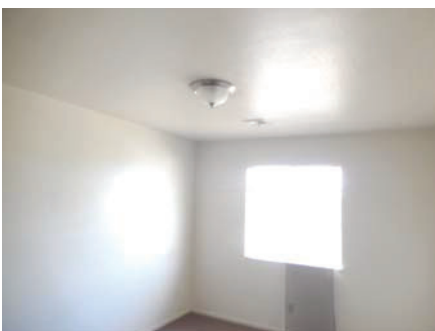
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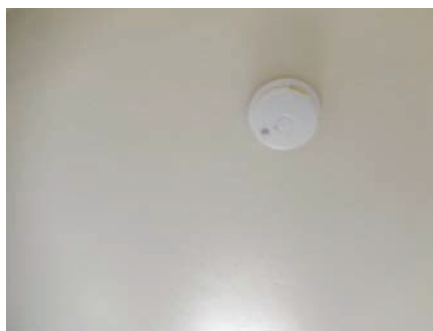
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Unit 3081 2BR 20.JPG



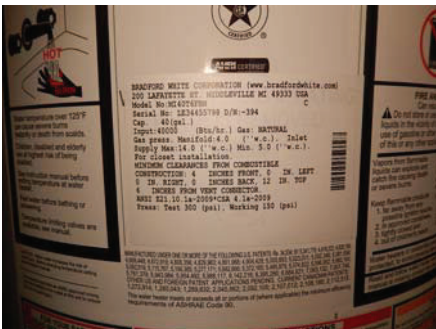
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Unit 3081 2BR 23.JPG



Unit 3081 2BR 24.JPG



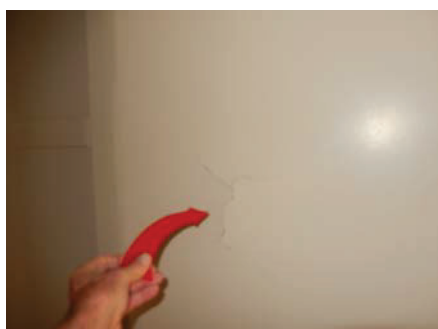
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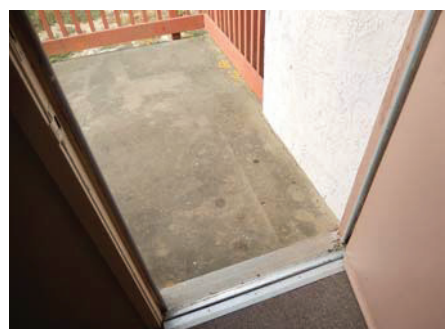
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Unit 3081 2BR 28.JPG



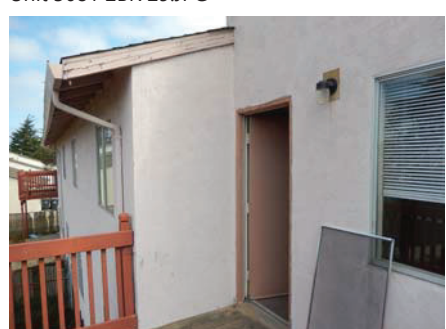
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Unit 3081 2BR 30.JPG



Unit 3081 2BR 31.JPG



Unit 3081 2BR 32.JPG





Unit 3089 2BR Handicap 12.JPG



Unit 3089 2BR Handicap 13.JPG



Unit 3089 2BR Handicap 14.JPG



Unit 3089 2BR Handicap 15.JPG



Unit 3089 2BR Handicap 16.JPG



Unit 3089 2BR Handicap 17.JPG



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Unit 3089 2BR Handicap 19.JPG



Unit 3089 2BR Handicap 20.JPG



Unit 3089 2BR Handicap 21.JPG



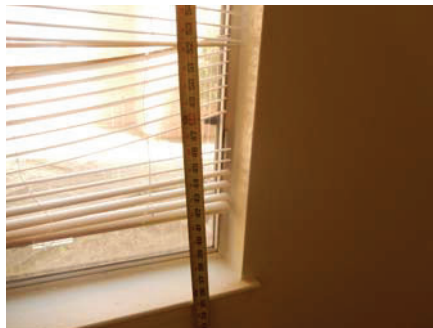
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Unit 3089 2BR Handicap 27.JPG



Unit 3089 2BR Handicap 28.JPG



Unit 3089 2BR Handicap 29.JPG



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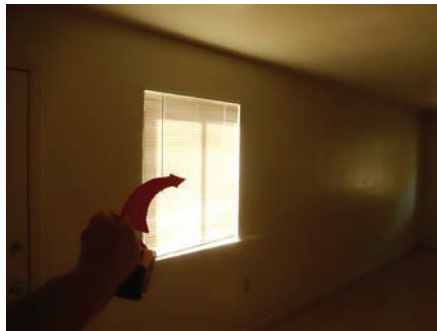
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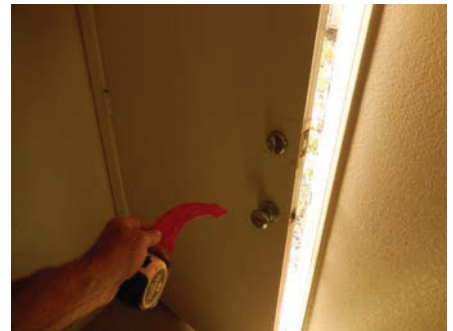
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Unit 3089 2BR Handicap 36.JPG



Unit 3089 2BR Handicap 37.JPG



Unit 3089 2BR Handicap 38.JPG



Unit 3089 2BR Handicap 39.JPG



Unit 3089 2BR Handicap 40.JPG



Unit 3089 2BR Handicap 41.JPG





Unit 3089 2BR Handicap 42.JPG



Unit 3089 2BR Handicap 43.JPG



Unit 3089 2BR Handicap 44.JPG



Unit 3089 2BR Handicap 45.JPG



Unit 3089 2BR Handicap 46.JPG



Unit 3089 2BR Handicap 47.JPG



Unit 3089 2BR Handicap 48.JPG



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Unit 3089 2BR Handicap 50.JPG



Unit 3089 2BR Handicap 51.JPG



Unit 3089 2BR Handicap 52.JPG



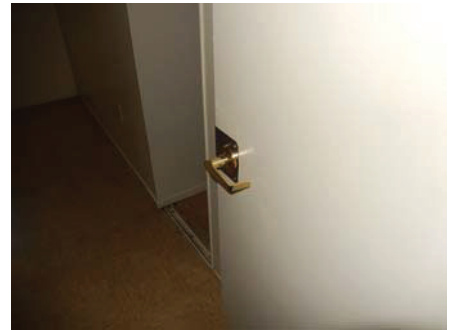
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Unit 3089 2BR Handicap 54.JPG



Unit 3089 2BR Handicap 55.JPG



Unit 3089 2BR Handicap 56.JPG



Unit 3089 2BR Handicap 57.JPG



Unit 3089 2BR Handicap 58.JPG



Unit 3089 2BR Handicap 59.JPG



Unit 3089 2BR Handicap 60.JPG



Unit 3089 2BR Handicap 61.JPG



Unit 3089 2BR Handicap 62.JPG



Unit 3089 2BR Handicap 63.JPG



Unit 3089 2BR Handicap 64.JPG



Unit 3089 2BR Handicap 65.JPG



Unit 3089 2BR Handicap 66.JPG



Unit 3089 2BR Handicap 67.JPG



Unit 3089 2BR Handicap 68.JPG



Unit 3089 2BR Handicap 69.JPG



Unit 3089 2BR Handicap 70.JPG



Unit 3089 2BR Handicap 71.JPG





Unit 3089 2BR Handicap 72.JPG



Unit 3089 2BR Handicap 73.JPG



Unit 3089 2BR Handicap 74.JPG



Unit 3089 2BR Handicap 75.JPG



Unit 3089 2BR Handicap 76.JPG



Unit 3089 2BR Handicap 77.JPG



Unit 3089 2BR Handicap 78.JPG



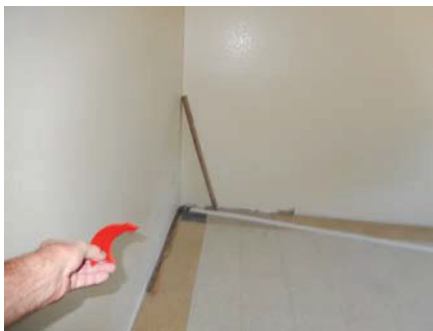
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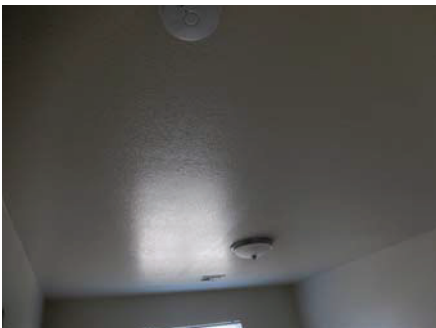
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Unit 3089 2BR Handicap 83.JPG



Unit 3089 2BR Handicap 84.JPG



Unit 3089 2BR Handicap 85.JPG



Unit 3089 2BR Handicap 86.JPG



Unit 3089 2BR Handicap 87.JPG



Unit 3089 2BR Handicap 88.JPG



Unit 3089 2BR Handicap 89.JPG



Unit 3089 2BR Handicap 90.JPG



Unit 3089 2BR Handicap 91.JPG



Unit 3089 2BR Handicap 92.JPG



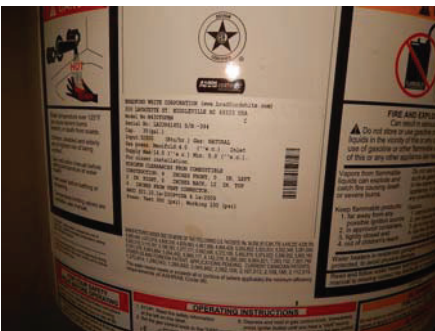
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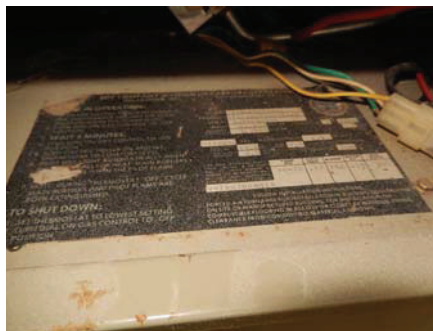
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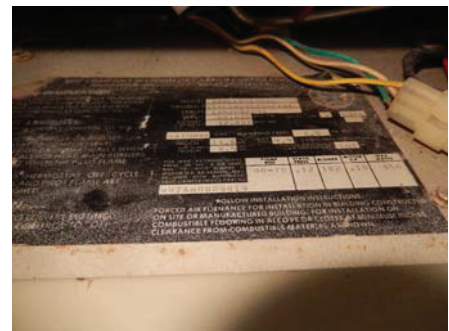
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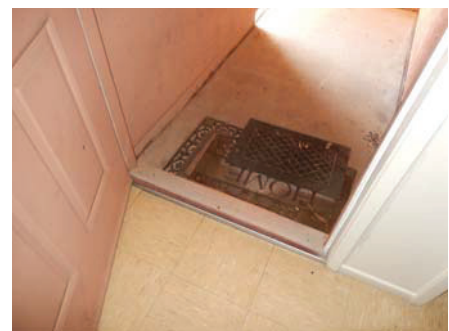
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Unit 3089 2BR Handicap 100.JPG



Unit 3089 2BR Handicap 101.JPG



Unit 3089 2BR Handicap 102.JPG



# PROFESSIONAL CURRICULUM VITAE OF PAUL A. YOUNGBORG, AIA RAS

**Position:** Architect, General Contractor, Inventor, Expert

**Licenses:** Texas Registered Architect #21206  
Texas Registered Accessibility Specialist (RAS) #1300  
California Licensed Architect C-26812  
Washington Registered Architect #9860  
Maryland Registered Architect #16194  
Hawaii Registered Architect #15065  
Utah Licensed Architect #10138520-0301  
California Licensed Contractor B-1 # 433367  
Oregon Licensed Contractor #205977  
HUD REAC Inspector M30167 (inactive)

**Education:** Bachelor of Science, Construction Engineering  
California Polytechnic State University, San Luis Obispo

**2016-Present: Principal, Panella Walls and panellawalls.com  
Encinitas, California**

Invented and patented a new way to build houses using templates to assemble walls where the components, means, and methods to build a wall are shown by colored icons, text, and dimensions defining the size, type, and location of the wall components such as studs, headers, electric boxes, and other components on a paper template attached to the bottom and top plates of standard walls.

**1996-Present: Principal, CNA Specialists.com,  
Encinitas, California**

Architectural consultant for HUD Public Housing and other subsidized housing owners and agencies performing ASTM #2018 "Physical Condition Assessment" (PCA) reviews, Rural Development CNAs, Energy Audit Studies, and Utility Allowance reports. Performed over 1000 PCAs and CNAs in 27 states. Beta tester for HUD's new GPNA protocol at several Housing Authorities. All site inspections, quantity estimating, building analysis, reserve studies, and report writing are by Mr. Youngborg, AIA RAS.

**2004-2011: Expert - Architect, mc<sup>2</sup> Consultants  
Offices in California, Oregon, Nevada, Arizona, & Florida**

Responsibilities include forensic investigation, document analysis, development of repair recommendations, contract disputes, mold investigation, building code and materials research, ADS claims, and expert witness testimony. Proficient at analyzing construction defects, estimating quantities, and preparing repair recommendations for residential and commercial buildings. Accomplished at mediation negotiations, depositions, and testifying at trial on cases in California, Oregon, and Nevada.

**1999-Present: Principal, DCDpro.com,  
Encinitas, California**

Developed software products and services for the subsidized multi-family housing industry related to HUD's UPCS (Uniform Physical Condition Standards) protocol that is used by several inspection companies and the Texas Department of Housing and Community Affairs (TDHCA) for inspections of Tax Credit properties. Developed Utility Allowance software and provide Utility Allowance calculations for Tax Credit properties in TX, FL, GA, MS, NM, AZ, and OK.

**Experience (Continued): 1998-2000: REAC Inspector, MTB Investments Rockwall, Texas**

Responsibilities included performing over 500 HUD REAC inspections of housing projects from single family dwellings to large multi-family properties to high-rise apartment buildings using the Department of Housing and Urban Development's computer based Uniform Physical Condition Standards (UPCS) protocol for properties throughout the United States

**1988-1995: Director of Construction and Inspection Services, University of California, San Diego, California**

Project Manager supervising architectural design, review, bidding, and construction of facilities at the University of California at San Diego. Provide for review by Division of the State Architect (DSA) and California Office of Statewide Health Planning and development (OSHPD) during design and construction negotiating claims and changes to final approval and certificate of occupancy for University projects. Supervised project design, bidding, inspection and construction document records for the University.

Projects included dormitories, office buildings, classroom buildings, new and renovated apartment complexes, hospitals, lab buildings, aquariums, building seismic upgrades, food service facilities, gymnasiums, roadways and infrastructure, electrical and mechanical utility upgrades and numerous remodeling projects. Exterior envelope systems included high-rise curtain and window walls, GFIS, EIFS, precast, concrete, metal panel, and fabric systems.

Structural systems included steel, wood, concrete, masonry, and timber structures. Member of the University of California system-wide Professional Management Institute staff as speaker, trainer, and mentor educating UC facility project managers on construction contract management, contractor's claims and changes, UC procedures, successfully negotiating with architects, contractors, vendors, and University Department personnel

**1985-1988: Project Manager and Contractor Administrator, L.R. Hubbard Construction Company, San Diego, California**

Project Manager on commercial and residential construction projects throughout San Diego County that included contracts with the Escondido Center City Development Corporation, San Diego Parks & Recreation, and UC San Diego.

**1978-1985: CA Contract Administrator and QC Officer, Alliance Properties, Inc., Encinitas, California**

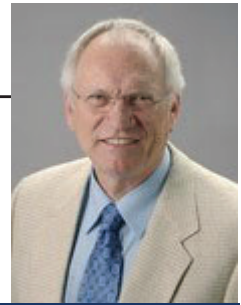
Project manager responsible for the construction of several military housing rehabilitation construction projects totaling over \$20 million in Texas, New Mexico, California, and Nevada for the U.S. Navy, Air Force, and Army. Bid, negotiated, and constructed several smaller government projects. Developed and implemented a company-wide computerized program for labor and material inventory cost control. Project manager for RV park and casino development at Lahonton, Nevada completing design program and development documents and coordinating design architects and engineers.

**1976-1978: Owner/Developer, Borg Development Company Del Mar, California**

Design-Build contractor utilizing our proprietary State licensed manufactured wall panel framing system. Designed and constructed a manufacturing facility to mass produce modular wall panels for single family dwellings. Gained reputation for building homes in 30 days—start to finish. Closed wall panels were assembled complete with studs, drywall, rough electrical, insulation, windows and exterior doors. Then trucked to the jobsite where they were erected onto a concrete slab foundation using proprietary engineered connections. Time to complete construction was less than 30 days.

**1972-1976: Estimator and Project Engineer, Huber, Hunt & Nichols, Indianapolis, Indiana**

**1966-1970: US Navy Photomate 2<sup>nd</sup> Class, medaled with Honorable Discharge**



**Inventor - Expert - Architect**

## Licenses/Registrations/Designations

- Architect - Texas State Board of Architectural Examiners No. 21206
- Texas Registered Accessibility Specialist (RAS) No. 1300
- Architect - Maryland State Board of Architectural Examiners No. 16194
- Architect - California State Board of Architectural Examiners No. C-26812
- Architect - Hawaii State Board of Architectural Examiners No. 15065
- Architect - Washington State Board of Architectural Examiners No. 9860
- General Contractor - California State Licensing Board No. B-1433367
- Oregon Licensed Contractor No. 205977

## Memberships

- American Institute of Architects (AIA) No. 30320914

## Areas of Focus

- Americans with Disabilities Act (ADA) Investigation and Analysis
- Exterior Envelope Systems
- Design/Build Handicap Renovations
- Building Systems Lifecycle Analysis
- Bidding and Contract Negotiation
- Architectural Design, Review, Bidding, and Construction

## Project Expertise

- Residential Buildings
- Commercial Buildings
- Industrial Buildings
- Apartments/Condominiums
- Hospitals
- Roadways/Runways
- Casinos
- High-rise Residential
- Nursing Homes
- HUD Public Housing
- Government Buildings
- Sewer Treatment Plants
- Educational Institutions
- Sports Complexes
- RV Parks
- Military Housing
- Parking Structures
- Historical Design/Review

## Areas of Expertise

- Forensic Investigation
- Document Analysis
- Repair Recommendations
- Contract Disputes
- Mold Investigation
- Building Code and Materials Research
- Expert Witness Testimony
- Americans with Disabilities Act (ADA) Investigation and Analysis
- Fair Housing Act Investigations and Analysis
- Accessibility Transition Plan Analysis and Reports
- University of California Professional Management Institute Staff Trainer/Mentor
- Project Management
- Project Supervision
- Cost Estimating
- Building Systems Lifecycle Analysis
- Physical Needs Assessments (PNA)
- Capital Needs Assessments (CNA)
- Design/Build Handicap Renovations
- Utility Allowance Reports
- Energy Audit Studies
- Construction Inspection Software Development
- Seismic Upgrades
- Structural Systems
- Exterior Envelope Systems
- Bidding and Contract Negotiation
- Modular and Panelized Wall Systems
- Architectural Design, Review, Bidding, and Construction
- HUD Uniform Physical Condition Standards

## Education

- Bachelor of Science, Construction Engineering, Cal Poly State University, San Luis Obispo, CA

**See Attached list of PCA and CNA reports completed solely by Mr. Paul Youngborg, AIA RAS**

## CERTIFICATION

CNA Specialists certifies that the data presented in this report is representative of the site conditions observed during our inspection of Pueblo Del Mar on 9/6/2023. This investigation and report have been prepared in accordance with Fannie Mae's *"Physical Needs Assessment, Guidance to the Property Evaluator"* and in part the *Standard Guide for Property Condition Assessment: Baseline Property Condition Assessment process as set forth by E 2017-99*.

CNA Specialists will receive no material benefit from completing the Capital Needs Assessment (CNA) other than the fee paid for the completion of the report. The fee paid for the CNA will not influence the outcome or findings included within the final report.

No other warranty either expressed or implied is made. This report is not to be reproduced either in whole or in part without written consent from the client or CNA Specialists. CNA Specialists, its officers, and its employees have no present or contemplated interest in the property. Our employment and compensation for preparing this report are not contingent upon our observations or conclusions.

### Submitted By:



Paul Youngborg, AIA RAS  
1345 Encinitas Blvd., #404  
Encinitas, CA 92024  
858-354-8001

[paul@cnaspecialists.com](mailto:paul@cnaspecialists.com)

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Texas Registered Architect 21206  
Texas Registered Accessibility Specialist #1300  
Washington Registered Architect 9860  
Maryland Registered Architect 16194  
Hawaii Registered Architect 15065  
California Licensed Contractor B-1 433367  
Oregon Contractor CCB #205977



Warning: Title 18 U.S.C. 1001 provides in part that whoever knowingly and willfully makes or uses a document containing any false fictitious or fraudulent statement or entry. in any manner in the jurisdiction of any department of agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

## PROPOSED COST FORM

**Complete Exhibit A** to provide pricing that is consistent with the Scope of Services for services proposed for Pueblo Del Mar. Please note, HACM holds the right to reduce the scope of services if deemed necessary.

### **Price Proposal Hourly Rates**

The price is required to be proposed in terms of hourly costs for each type of participant, and travel costs.

The Price Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation. A detailed Price Proposal including the personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

- 1) Direct salary rates;
- 2) Overhead rates;
- 3) General and Administrative rates, if any;
- 4) Profit or fee

Part B. Price Proposal Fixed Fee per Assessment and Energy Audit. The price is required to be proposed on a fixed fee per assessment and Energy Audit basis by Personnel Classification.

**Price Proposals that are not submitted within the solicitation Exhibit or outside of the Exhibit format will not be accepted.**

Points assigned to Respondent in this category will be based on the proposed hourly rates and fixed fee per assessment and evaluated based on its value to the Authority. **The Respondent with the overall lowest price will receive the maximum points; all others proposals will receive a proportionately lower total score.**

### *Allowable Costs*

The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project-task dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

### *Cost Analysis*

The Authority will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow the Authority to determine the reasonableness of the proposed contract cost.

### *Travel Reimbursement*

Travel in the Monterey County area shall not be reimbursed.

**Hourly Rates : Please note, this form is required to be submitted for your proposal consideration.**

<b>Position Classification</b>	<b>Rate/Hour</b>	<b>Overhead (%)</b>	<b>Profit (%)</b>	<b>Fully Burdened Hourly Rate</b>
<b>Project Manager Senior</b>				
Project Manager Assistant				
Project Superintendent				
Project Superintendent Assistant				
Construction Manager				
Construction Foreman				
Principal				
Estimator				
Construction Inspector				
Skilled Tradesperson (Journeyman)				
Semi-Skilled Tradesperson (Apprentice)				
General Laborer				
Administrative				
Clerical				

**The costs quoted above shall include all taxes and any other charges including travel expenses. The quoted costs should include labor and equipment, including all tools and vehicles, as well as any overhead costs.**

**Proposer Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**PROFILE AND CERTIFICATION FORM (Page 1 of 3)**

- (1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) Primary Contact for this Project: \_\_\_\_\_ Email Address: \_\_\_\_\_
- (5) Identify Principals/Partners in Firm (Attach *professional resumes* for each):

NAME	TITLE	% OF OWNERSHIP

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please attach *professional resumes* for each. (Do not duplicate any resumes required above):

NAME	TITLE

- (7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

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

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

- Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Small Business \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

If applicable, WMBE Certification Number: \_\_\_\_\_

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

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) Business Name as Listed on the California Secretary of State Website: \_\_\_\_\_
- (10) California Secretary of State Entity Number: \_\_\_\_\_
- (11) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (12) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_

\* The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Section 3 Requirements" attached hereto. (**See 'Section 3 Requirements Form and Action Plan'**)



**PROFILE AND CERTIFICATION FORM (Page 2 of 3)**

(13) Vendor Diversity Outreach Requirements: HACM requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises and Woman Business Enterprises are provided opportunities to contract with HACM for the delivery of goods and services. The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with HACM's outreach requirements and that said business will provide to HACM evidence of the efforts described herein within three working days of such request.

**a.) 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 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.

**b.) Advertisement**

- Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE 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. **[Proof of advertisement must be attached.]**
- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

**c.) Participation**

- The undersigned party directly solicited MBE/WBE businesses that have agreed to participate in this contract if awarded.
- The undersigned party **did not** obtain participation by MBE/WBE businesses.

(14) Insurance Certification: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Insurance Requirements" attached hereto. **(See 'HACM Insurance Requirements' attached)** Copies of insurance certificates may be submitted with the proposal or the information completed below. The insurance policies must name HACM as an additional insured and maintained throughout the term of the contract. The firm(s) must provide HACM with Certificates of Insurance for the preceding coverage. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by HACM

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

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

General Liability Insurance Carrier: \_\_\_\_\_

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

Professional Liability Insurance Carrier: \_\_\_\_\_

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

(15) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of \_\_\_\_\_, or any local government agency within or without the State of \_\_\_\_\_? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.



**PROFILE AND CERTIFICATION FORM (Page 3 of 3)**

- (16) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACM? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (17) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against HACM or any person interested in the proposed contract; and that all statements in said bid are true.
- (18) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify HACM, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- (19) Section 3 and Labor Compliance: The undersigned party submitting this bid hereby certifies that the firm can meet and comply with HACM's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages.
- (20) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".
- (21) Verification Statement: The undersigned party hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACM discovers that any information entered herein is false, that shall entitle HACM to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

## Contractor's Summary Guide to Section 3 Compliance

### A. Introduction and Summary

The Housing Authority of the County of Monterey (HACM) has established a policy whereby any contractor that transacts business with HACM must meet the requirements of HACM Section 3 Policy as outlined in this document. This Section 3 Policy is required to be a flow down provision to each subcontract at every tier. This policy applies to all contracts valued over \$250,000.

This policy requires that employment and other economic opportunities generated by certain HUD financial assistance, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This document serves to fulfill two (2) main objectives: 1) it contains program definitions, requirements, information on program assistance provided by HACM and 2) it outlines the Section 3 program compliance measures of HACM.

### B. Definitions

#### Low-Income Person

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families (See HACM income eligibility chart).

#### Very Low-Income Person

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller or larger families (See HACM income eligibility chart).

#### Section 3 Worker

A Section 3 worker is any worker who currently fits into, or when hired within the past five years fit into, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

#### Section 3 Business Concern

A Section 3 business concern is any type of business (sole proprietorship, partnership, non-profit, corporation) that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income person;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

### **YouthBuild Program**

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods

### **Targeted Section 3 Worker**

A Section 3 targeted worker is a Section 3 worker who:

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (i) A resident of HACM or Section 8-assisted housing;
  - (ii) A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is providing the assistance; or
  - (iii) A YouthBuild participant.
- (3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

### **Section 3 Project**

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$250,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Section 3 applies, on a per project basis, to all HACM projects that are fully or partially funded with HUD funding.

### **C. HACM Section 3 Goals**

There are two Section 3 Goals. One for **Section 3 Workers** and the other for **Section 3 targeted Workers**. For HACM the goal for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed within HACM's fiscal year. The benchmark for **Targeted Section 3 workers** is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance within HACM's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

### **D. Section 3 Plan**

The Contractor is required to submit with their bid/proposal package a Section 3 Plan for HACM review and written approval. The Section 3 Plan will detail the processes to be implemented to ensure that the above Section 3 goals will be met. The plan should specify the number of positions expected to be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting HACM residents for the available positions, which should include consultation with OHA's Section 3 Coordinator.

Qualitative processes to be included, but not limited to, in the Section 3 Plan are identified below. The HUD Section 3 website has additional educational resources and tools for developing the Section 3 Plan. The HUD website can be accessed at <https://www.hud.gov/section3/>.

### **E. Qualitative Processes for Section 3 Plan**

The HACM Resident & Community Services Coordinator is the HACM's point of contact for assistance in identifying HACM's Section 3 and Targeted Workers.

Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers should but not be limited to the following.

- Providing training or apprenticeship opportunities.
- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Holding one or more job fairs.

- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisting Section 3 workers to obtain financial literacy training and/or coaching.
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
- Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

## **F. Documenting and Reporting-Section 3 Plan**

1. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request. The reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by HACM's Labor Compliance Officer.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to HACM via LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current.

## **G. Compliance Reporting Systems**

HACM utilizes LCPtracker in order to monitor the compliance requirements for Davis- Bacon, and Section 3 labor hour tracking policy requirements.

## **H. Section 3 Calculations**

Below are the formulas for calculating Section 3 and Target Workers. This formula will be utilized to validate that contractors have met HACM's Section 3 goals.

Section 3 Workers =  $\geq$  25%



Total Labor Hours

$$\frac{\text{Section 3 Target Workers}}{\text{Total Labor Hours}} \geq 5\%$$

Note: Professional Service Contracts are not applicable to Section 3 requirements. However, if Section 3 goals are met by a Professional Service Contractor, the hours can be added in the numerator of the Section 3 calculation.

### **Resident Referral Process**

HACM is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to HACM well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

Union Contractors: OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

### **New Hire Section 3 Information Form**

General contractors and subcontractors will be provided this form upon award. Every **new hire** should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to HACM as soon as possible after hiring for verification of Section 3 status.

### **Monthly Reports**

HACM requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month.

**Record Maintenance and Documentation**

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

**Compliance Reviews**

HACM staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor’s compliance with Section 3. Where noncompliance is found, HACM will notify the contractor of the deficiency and make recommendations for corrective actions.

1	\$50,000 or less
2	\$57,150 or less
3	\$64,300 or less
4	\$71,400 or less
5	\$77,150 or less
6	\$82,850 or less
7	\$88,550 or less
8	\$94,250 or less

**(Income limits eff. 04/01/2022)**



**Section 3 Action Plan (2 pages)**

All firms and individuals bidding on any Section 3 covered contract with the Housing Authority of the County of Monterey (HACM) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

**PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS**

*THIS PLAN OUTLINES YOUR COMMITMENT TO HACM'S SECTION 3 HIRING GOALS*

COMPANY NAME:

ADDRESS:

PROJECT  
(Bid/RFP#):

GENERAL  SUBCONTRACTOR

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER- APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A)  # of CURRENT Employees (Core Staff)	(B)  PROJECTED # of New Hires FOR THIS PROJECT	(C )  PROJECTED # of Section 3 Hires	(D)  PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

\_\_\_ (Check here and attach another sheet if applicable)

**I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Section 3 Action Plan (continued)

### EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- Financially sponsor HACM resident(s) in trainings, certifications, professional mentorships, etc.
- Distribute flyers door-to-door to HACM owned and managed properties.
- Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- Contract with certified Section 3 businesses, in construction and non-construction trades
- Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- Undertake job counseling, education and related programs in association with local educational institutions.
- Other:

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**I attest that the above information is true and correct.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### SECTION 3 CLAUSE (24 CFR 135.38)

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135 and 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 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135 and 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 135 and 24 CFR Part 75.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135 and 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 and CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act

(25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

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

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

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

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

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

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

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

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

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

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

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

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

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

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

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**Housing Authority of the County of Monterey Initiatives**

**RFP # Exterior Walls Rehabilitation Services for Pueblo Del Mar  
Apartments**

**Addendum #1**  
**(Page 1 of 2)**

Date issued and released, \_\_\_\_\_

The following questions were submitted by the deadline and are answered in this addendum.

**Question 1:**

**Answer 1:**

This addendum is also issued to advise all potential bidders to note the following corrections: *(All other items in the original bid documents remain in effect.)*



**Housing Authority of the County of Monterey Initiatives  
RFP # 22-048 General Contractor Services for Pueblo Del Mar**

**Apartments Addendum #  
(Page 1 of 2)**

**ACKNOWLEDGEMENT**

**Bidder hereby acknowledges this addendum:**

**Name of Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

Acknowledgement of this Addendum must be included with your bid.

**CONTRACT FOR \_\_\_\_\_SERVICE  
BY AND BETWEEN  
HOUSING AUTHORITY OF THE  
COUNTY OF MONTEREY  
AND \_\_\_\_\_**

This CONTRACT FOR \_\_\_\_\_SERVICE ("Contract") is made on \_\_\_\_\_("Effective Date") by and between the **Housing Authority of the County of Monterey**, a California nonprofit public benefit corporation ("HACM") and \_\_\_\_\_, \_\_\_\_\_, a California \_\_\_\_\_, ("CONTRACTOR"). HACM and CONTRACTOR are collectively referred to herein as the "Parties."

**RECITALS**

**WHEREAS, [In paragraph style tell a brief story of the background, necessity and purpose of the Contract. This is the appropriate place to recite (hence, the title "recitals") any special circumstances or consideration related to the Contract.];**

**WHEREAS, [For example, HACM Board of Directors approved Board Resolution No. \_\_ on \_\_ to execute a one year contract with four additional one year option terms in the combined amount not to exceed \$0.00 over the five year period;**

**WHEREAS, [Or, you may want to describe an emergency situation which gives rise to the need to enter into the Contract.];**

**WHEREAS, [Or, you may want to cite the program which the Contract is helping us implement; e.g., "HACM is implementing a program for Public Housing residents."]; and**



**WHEREAS, [The point is that here you provide a readable narrative which explains the Contract quickly to someone who picks it up and/or cover any external factors which are important to it].**

**WHEREAS, CONTRACTOR** was the successful bidder in connection with HACM's Invitation for Bids [OR RFP] No. \_\_\_\_\_ for \_\_\_\_\_ dated \_\_\_\_\_, 20XX incorporated herein by this reference (“[INSERT SOLICITATION NO.]”); and

**WHEREAS, CONTRACTOR** has the expertise, special skills, knowledge and experience to perform the duties set out herein and in the [INSERT SOLICITATION NO.], and agrees to provide such services to HACM.

**NOW THEREFORE,** in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. **CONTRACTOR** shall furnish all labor, material and equipment as outlined and specified in (i) the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, (ii) [INSERT SOLICITATION NO.] incorporated herein by this reference; and (iii) **CONTRACTOR**'s proposal submitted to HACM on \_\_\_\_\_ in connection with [INSERT SOLICITATION NO.] which is incorporated herein by this (collectively, “Service” or “Services”).

1.1 **CONTRACTOR** shall, as required by applicable code, law or regulation, provide all Services.

1.2 **CONTRACTOR** affirms this it is fully apprised of all of the work to be performed under this Contract and **CONTRACTOR** agrees it can properly perform this work;

1.3 Acceptance by HACM of **CONTRACTOR**'s performance under this Contract does not operate as a release of **CONTRACTOR**'s responsibility for full compliance with the terms of this Contract.

1.4 **CONTRACTOR** represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Contract and Exhibit “A,” to fully and adequately provide all services and HACM relies upon

this representation. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to HACM that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the Term of this Contract.

2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on the Effective Date and continue in effect until \_\_\_\_\_, 20XX unless earlier terminated pursuant to paragraph 13 below (“Term”).

Contractor's Schedule of Performance is set forth in Exhibit .

**[The start of work should be by a Notice to Proceed, but the Contract itself can serve as such notice by saying "The work under this Contract shall commence as of the effective date of the Contract." If there are interim dates for deliverables, or a time line for tasks, that should be called out here. If that is lengthy and likely to be amended often, use an attachment.]**

2.1 Extension. At the discretion of HACM, HACM shall have the option to extend this Contract for \_\_\_( ) additional consecutive one (1) year periods. The exercise of each extension must be first approved in writing by HACM and memorialized in a written amendment to this Contract executed by the Parties hereto. The cumulative period of performance under this Contract (including the initial Term) shall not exceed a total of **five (5) years with a completion/termination date of\_\_\_\_\_**. All applicable indemnification provisions in this

Contract shall survive the termination of this Contract.

**[For Option Years use below]**

a. **Initial Term. The Initial term of this Contract will begin on \_\_\_\_\_, \_\_\_\_\_, and end on \_\_\_\_\_, \_\_\_\_\_, unless earlier terminated as provided herein.**

- b. **First Option Term.** HACM, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_ through \_\_\_\_\_ (“First Option Term”) by giving written notice to the Contractor prior to the expiration of the Initial Term, unless earlier terminated as provided herein.
- c. **Second Option Term.** HACM, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_ (“Second Option Term”) by giving written notice to the Contractor prior to the expiration of the First Option Term, unless earlier terminated as provided herein.
- d. **Third Option Term.** HACM, at its sole discretion, may elect to extend the term of the Contract for the period of \_\_\_\_\_, \_\_\_\_\_ through \_\_\_\_\_, \_\_\_\_\_ (“Third Option Term”) by giving written notice to the Contractor prior to the expiration of the Second Option Term, unless earlier terminated as provided herein.

3. COMPENSATION/PAYMENT.

[Insert appropriate additional language – including the basis for payment, e.g., hourly, by task, upon completion; how and when payment is made – monthly, at completion, upon invoices submitted no more frequently than every thirty (30) days (there should always be a requirement that the Contractor submit a piece of paper that can be processed, even if it is only a one-line bill saying "For Services Rendered"); some mention should be made of expenses, that is, whether or not they are reimbursable or included and, if allowed, what kind and how much.

For example: "The maximum amount payable under this Contract is Twenty-Five Thousand Dollars (\$25,000). Payment shall be made according to the schedule and terms described on Exhibit B, "Payment Schedule." All expenses of Contractor are included in the amounts payable pursuant to Exhibit B, and no expenses shall be reimbursed separately."

3.1 HACM will compensate CONTRACTOR for all services rendered, products provided and costs and expenses incurred for the Service as provided pursuant to this Contract and the Payment Schedule attached hereto as **Exhibit "B"** and incorporated herein by this reference.

3.2 The maximum total amount of compensation paid to the CONTRACTOR by HACM pursuant to this Contract during the initial Term, including any HACM approved extensions, shall not exceed the maximum total sum of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_ .00)**, including any expenses ("Maximum Contract Amount"). [In the event HACM exercises any of the options set forth in Section 3.1 above, HACM shall pay to Contractor the following annual amounts for performance of the Services; provided, however, in no event shall the maximum total amount of compensation paid to the CONTRACTOR by HACM pursuant to this Contract during the initial Term, plus an option periods, exceed the Maximum Contract Amount:

- a. First Option Term
- b. Second Option Term
- c. Third Option Term]

HACM is not responsible for any fees or costs above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by HACM in writing.

3.3 CONTRACTOR shall invoice HACM once services are rendered in accordance with Exhibit "A" attached hereto. HACM shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. HACM shall not be liable for any interest or late charges in the performance of this Contract.

3.5 No payroll or employment taxes of any kind will be withheld or paid by HACM on behalf of Contractor. HACM will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's sole responsibility to pay all taxes required by law, including self-employment social security tax. HACM will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract Services.

4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any

additional services or incur additional expenses, outside of this Contract, without first receiving the express written consent to proceed from HACM in the form of an amendment to this Contract.

5. AMENDMENTS TO WORK PROGRAM. Any amendments or modifications to this Contract shall require the prior written approval of the HACM Board of Directors, unless such amendment or modification is within the delegated authority of the HACM Executive Director as authorized by the HACM Board of Directors. Such changes shall be mutually agreed upon by and between the Executive Director and CONTRACTOR and shall be incorporated in written amendments to this Contract.

6. INSPECTION OF SERVICES. All performances under this Contract shall be subject to inspection by HACM. CONTRACTOR shall provide adequate cooperation to HACM representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Contract or [INSERT SOLICITATION NO.], HACM shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of this Contract and/or [INSERT SOLICITATION NO.] at no additional cost to HACM. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, HACM shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to reflect the reduced value of the services performed or products provided. HACM may also terminate this Contract for default and charge to CONTRACTOR any costs incurred by HACM because of CONTRACTOR's failure to perform.

CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit an HACM representative to monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time upon reasonable notice to CONTRACTOR.

1.1 INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and not an officer, employee or agent of HACM, and is solely responsible for its acts or



omissions (and the acts and omissions of its agents and employees). The Contractor acknowledges and agrees that: (i) this Contract constitutes a "business-to-business" contract under section 2776 of the California Labor Code, and the Consultant is a "business service provider", and HACM is the "contracting business"; (ii) HACM has no control or direction of the means, methods, or techniques utilized by the Contractor in connection with performance and implementation of the Services;

(iii) the Contractor is providing the Services directly to HACM and not to customers of HACM; (iv) the Contractor maintains a business location, which can include the Contractor's residence, separate from the business or work location of HACM; (v) the Contractor is customarily engaged in an independently established business of the same nature as the Services to be provided pursuant to this Contract; (vi) the Contractor is free to contract with other businesses or customers to provide the same, or similar, services and maintains a clientele without restrictions from HACM; (vii) the Contractor advertises and holds itself out to the public as available to provide the same or similar services as the Services; (viii) the Contractor provides its own tools, vehicles, and equipment to perform the Services, excluding any proprietary materials that may be necessary to perform the Services under the contract; (ix) the Contractor had the ability to negotiate the compensation set forth in this Contract; (x) the Contractor, consistent with the nature of the work to be performed under this Contract, can set its own hours and location of work in connection with the Services,

(xi) the Contractor is not performing the type of work for which a license from the Contractors' State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, (xii) this Contract specifies the payment amount, including any applicable rate of pay, for the Services to be performed, as well as the due date of payment for such Services, (xiii) if the Services are performed in a jurisdiction that requires the Contractor to have a business license or business tax registration, the Contractor has the required business license or business tax registration, and (xiv) the Contractor meets all of the other standards set forth in section 2776 of the California Labor Code to be considered an independent contractor, including meeting the Borello standard that governs independent contractor status (*see S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations (1989) 48 Cal.3d 341*). Neither the

Contractor, nor any of the Contractor 's officers, employees, subcontractors, sub-consultants, or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to HACM's employees. The Contractor expressly waives any claim it may have to any such rights. The Contractor will have no authority to bind HACM in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against HACM, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or authorized written amendments to this Contract.

7. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of HACM; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Contract, or for Parties named in [INSERT SOLICITATION NO.] and agreed to under this Contract.

8. NO EXCLUSIVITY. This is not an exclusive agreement, and Contractor acknowledges that nothing in this Contract will be deemed to create any exclusivity for the benefit of Contractor, or otherwise waive, limit, or impair HACM's ability to contract with other third-parties providing the same or similar services as provided by the Contractor pursuant to this Contract.

10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless HACM, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act, omission, or services of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (HACM employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives from this Contract. Contractor shall defend, at its sole

expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of HACM; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to HACM the appropriate form of dismissal relieving HACM from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

HACM does not, and shall not, waive any rights that it may possess against Contractor because of acceptance by HACM, or the deposit with HACM, of any insurance policy or certificate required pursuant to this Contract. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Contractor contained in this Contract shall survive the termination and expiration of this Contract.

11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold HACM and the Indemnitees harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, HACM herein refers to the Housing HACM of the City of Oakland its directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

11.1 Workers' Compensation. If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor

of HACM.

11.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name HACM, as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

11.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name HACM, as Additional Insureds.

11.4 Professional Liability. CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

11.5 Cyber Liability Insurance. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad

to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, HACM requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to HACM.

11.6 General Insurance Provisions - All lines.

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by HACM Risk Manager. If HACM's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written consent of HACM Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to HACM, and at the election of HACM's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with HACM, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.



- c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish HACM with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by HACM Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to HACM prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless HACM receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until HACM has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
- d. It is understood and agreed to by the Parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and HACM's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material

change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds two (2) years; HACM reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in HACM Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to HACM.
- h. CONTRACTOR agrees to notify HACM of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

## 12. GENERAL.

12.1 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to HACM pursuant to this Contract, free from all liens, claims or encumbrances.

12.2 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, in connection with performance of the services set forth in this Contract. CONTRACTOR will comply with all applicable HACM policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

12.3 CONTRACTOR shall be liable for any damage caused by CONTRACTOR to any HACM properties during CONTRACTOR's performance of the services or authorized extra work, and such damage shall be repaired at the CONTRACTOR's sole expense.

12.4 Contractor represents and warrants that Contractor is registered to do business in the State of California with the California Secretary of State.

12.5 Contractor acknowledges that HACM may enter into agreements with other contractor or consultants for services similar to the services that are the subject of this Contract or may have its own employees perform services similar to the services contemplated by this Contract.

12.6 Without limiting Contractor's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against HACM relating to Contractor's performance or services rendered under this Contract, Contractor shall render any reasonable assistance and cooperation which HACM shall require.

13. TERMINATION.

13.1 HACM may terminate this Contract without cause at any time upon written notice served upon the CONTRACTOR stating the extent and effective date of termination.

13.2 HACM may, upon five (5) days written notice, terminate this Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Contract or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, HACM may proceed with the work in any manner deemed proper by HACM.

13.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Contract on the date specified in the notice of termination; and

(b) Transfer to HACM and deliver in the manner as directed by HACM any data, estimates, graphs, summary reports, or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to HACM.

13.4 After termination, HACM shall make payment only for CONTRACTOR'S

performance, which has been completed and accepted by HACM, up to the date of termination in accordance with this Contract.

13.5 CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, CONTRACTOR shall not be entitled to any further compensation under this Contract.

13.6 If the termination is due to a default by CONTRACTOR HACM may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to HACM for any reasonable additional costs incurred by HACM to revise work for which HACM has compensated CONTRACTOR under this Contract, but which HACM has determined in its sole discretion needs to be revised in part or whole to complete the services required under this Contract. Following discontinuance of services, HACM may arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately fulfill its requirements under this Contract. In its sole and absolute discretion, HACM's representative may propose an adjustment to the terms and conditions of the Contract, including the Contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONTRACTOR and shall be performed as part of this Contract. In the event of termination due to a default by CONTRACTOR this Contract shall terminate immediately upon CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause may be considered by HACM in determining whether to enter into future contracts with CONTRACTOR.

13.7 The rights and remedies of HACM provided in this Section are in addition to any other rights and remedies provided by law, in equity or under this Contract.

14. FORCE MAJEURE. If either Party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply, provided the other Party receives written notice of

such force majeure event no later than five (5) calendar days after commencement of such force majeure event.

15. Reserved.

16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Contract. CONTRACTOR agrees to inform HACM in writing of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with HACM's interests.

CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to HACM employees.

17. ADMINISTRATION. HACM Executive Director (or designee) shall administer this Contract on behalf of HACM. \_\_\_\_\_ shall administer this Contract on behalf of Contractor.

18. ASSIGNMENT. This Contract shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without prior written consent of HACM. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of HACM will be deemed void and of no force or effect.

19. NONDISCRIMINATION; EQUAL EMPLOYMENT. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in



the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Additionally, in connection with employment, the Contractor will ensure that all applicants and employees are treated, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability (including HIV or AIDS status). Such action shall include, 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; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

B. The Contractor will, in all solicitations or advertisements for employees placed by it or on its behalf, state it is an equal opportunity employer.

C. The Contractor will cause the foregoing provisions contained in this Section 19 to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Contractor shall provide all services to the public under this Contract in facilities that are accessible to persons with disabilities as required by state and federal law.

20. ALTERATION. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

21. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to individuals without reference to their ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability, sexual orientation, marital or domestic partner status, sex or

gender identity.

22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of this Contract, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A and [INSERT SOLICITATION NO.] and that services(s) will be performed by properly trained and licensed staff.

23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and HACM's regulations concerning confidentiality of records. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Contract. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; social security numbers, medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; HACM information or data which is not subject to public disclosure; HACM operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Contract. The CONTRACTOR shall promptly transmit to HACM all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Contract or authorized in advance in writing by HACM, any such information to anyone other than HACM. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

24. WORK PRODUCT. All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Contract become the property of HACM. HACM reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not

be circulated in whole or in part, nor released to the public, without the direct written authorization of HACM Executive Director or an authorized designee.

25. RECORDS AND DOCUMENTS. The Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or HACM officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least seven (7) years after the expiration of the term of this Contract.

26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives payment under this Contract which is later disallowed by HACM for nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the disallowed amount to HACM on request; or at its option HACM may offset the amount disallowed from any payment due to CONTRACTOR.

27. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.

28. LABOR STANDARDS. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Oakland, California, and the Parties waive any provision of law providing for a change of venue to another location.

30. WAIVER. Any waiver by HACM of any breach of any one or more of the terms of this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of HACM to require exact, full and complete compliance with any terms of this Contract shall not be construed as in any manner changing the terms hereof, or estopping HACM from enforcement hereof.

31. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Contract.

32. NOTICES. Any notice or other communication required or permitted under this Contract shall be sufficiently given if delivered in person or sent by one of the following methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices or communications shall be deemed properly delivered to the respective Parties at the addresses set forth below, or such other addresses provided by the Parties in writing, and are deemed submitted as of the date personally delivered or two days after their deposit in the Unites States mail postage prepaid, or via overnight service:

HACM	Contractor
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33. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also includes CONTRACTOR's owners, officers, employees, representatives and agents.

34. SEVERABILITY. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. HACM. The undersigned represents and warrants that he or she has full power and HACM to enter into this Contract and to bind Contractor in accordance with the terms of this

Contract.

36. NO THIRD PARTY BENEFICIARIES. The Parties to this Contract acknowledge and agree that the provisions of this Contract are for the sole benefit of the Contractor and HACM, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits, constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. In the event of any conflict between this Contract and any other written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

38. NON-LIABILITY OF HACM OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of HACM shall be personally liable to Contractor in the event of any default or breach by HACM or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Contract.

39. TIME OF PERFORMANCE

a. Time is of the essence in the performance of all the terms and conditions of this Contract.

b. All performance and cure periods expire at 5:00 p.m., Oakland, California time on the applicable date.

c. A performance or cure date which otherwise would be a Saturday, Sunday or HACM holiday shall be extended to the next HACM working day.



40. EXHIBITS. The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A - Scope of Services; and
- ii. Exhibit B – Payment Schedule.

**(Remainder of Page Intentionally Blank)**

**(Signatures on next page)**

SAMPLE

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Contract as of the date set forth above.

“HACM”

“CONTRACTOR”

**HOUSING AUTHORITY COUNTY OF  
THE COUNTY OF MONTEREY,** a  
public body corporate and politic

\_\_\_\_\_, a California  
\_\_\_\_\_

By: \_\_\_\_\_  
Zulieka Boykin, Executive Director

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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///

SAMPLE

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

\_\_\_\_\_, \_\_\_\_\_, a California \_\_\_\_\_ (“Contractor”) shall provide the following services to the Housing Authority of the County of Monterey (“HACM”) as required in the Contract for \_\_\_ Services (“Contract”):

1. All services set forth in [INSERT SOLICITATION NO.] for \_\_\_\_\_ Services.
2. All services set forth in Contractor’s proposal submitted to HACM on \_\_\_\_\_ in connection with [INSERT SOLICITATION NO.].

[INSERT SCOPE OF SERVICES]

**EXHIBIT "B"**  
**PAYMENT SCHEDULE**

**(behind this page)**

**\*In no event shall any amounts expended by HACM exceed the maximum total amount set forth in the Contract.**

SAMPLE

## **INSURANCE REQUIREMENTS**

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Consultant/Contractor/Organization shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant/Contractor/Organizer, its agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be as least as broad as:

1. Insurance Services Office **Commercial General Liability coverage** (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering **Automobile Liability**, Code 1 (any auto).
3. **Workers' Compensation insurance** as required by the State of California and Employer's Liability Insurance.
4. **Errors and Omissions Liability** insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.
5. **Cyber Security Insurance coverage** is to be endorsed to include indemnification from breach of contract and unauthorized client data access.
6. **Professional Liability Coverage** is to be endorsed to include indemnification from misleading or fraudulent acts.

### ***Minimum Limits of Insurance***

Consultant/Contractor/Organizers shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to their project/location or the general aggregate limit shall be twice the required occurrence limit.

(Including operations, products and completed operations, as applicable.)

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation: **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.



4. Cyber Insurance: **\$2,000,000** per occurrence to cover both 1<sup>st</sup> and 3<sup>rd</sup> party claims through the entire contract; \$200 per record per occurrence in the amount not to exceed the cost of the full contract.
5. Professional Liability Insurance: **\$1,000,000** per occurrence.

***Deductible and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by HACM. At the option of HACM; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects HACM, its officers, officials, employees and volunteers; or the Consultant/Contractor/Organizers shall provide a financial guarantee satisfactory to HACM guaranteeing payment of losses and related investigations, claim administration and defense expenses.

***Other Insurance Provisions***

The commercial general liability is to contain, or be endorsed to contain, the following provisions. HACM, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant/Contractor/Organizer; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor/Organizer.

1. For any claims related to this project, the Consultant's/Contractor's/Organizer's insurance coverage shall be primary insurance as respects HACM, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by HACM, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's/Contractor's/Organizer's insurance and shall not contribute with it.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to the Authority.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to HACM, its commissioners, members, officers, agents, employees and volunteers.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the

Civil Code.

***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to HACM.

***Verification of Coverage***

Consultant/Contractor shall furnish HACM with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by HACM before work commences. HACM reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

*\* HACM shall be named as an additionally insured on all policies, certificate of insurance and endorsements.*

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.