



Housing Authority of the County of Merced

405 U STREET, MERCED, CA. 95341

PHONE (209) 722-3501; TDD 711 or 800-855-7100

www.merced-pha.com

CONTRACT 2025-18

DATE: JULY 28, 2025

JOB DESCRIPTION: Work will consist of providing Environmental Review Services to review the potential environmental impact potential projects may cause. Preparation of the environmental review includes deciding of and preparation of all necessary reports and documentation, in accordance with Code of Federal Regulations 24 (24 CFR), Part 58, as to the impact on the environment of all covered activities, for projects funded by a Community Development Block Grant-Disaster Recovery (CDBG-DR) for the Merced and Planada Migrant Centers.

CONTRACT NUMBER: 2025-18

CONTRACT AMOUNT:

\$__Forty-Six Thousand, One Hundred Forty-Three __Dollars/_00_Cents
(\$_46,143.00_) Total Contract Not to Exceed (NTE): \$50,000.00

This agreement is hereby entered into on this **28th day of July, 2025** by and between **SWCA ENVIRONMENTAL CONSULTANTS, 4111 BROAD STREET, SUITE 210; SAN LUIS OBISPO, CA. 93401** hereinafter called "CONTRACTOR", and the **HOUSING AUTHORITY OF THE COUNTY OF MERCED, 405 "U" STREET, MERCED, CA. 95341**, hereinafter called the "AUTHORITY," WITNESSETH, that the Contractor and the Authority for the consideration stated herein, mutually agree as follows, Services pursuant to this contract shall begin on the day as specified in the Notice to Proceed and end upon final acceptance by Responsible Entity. The work required for the Environmental Review will not be deemed complete until required documentation is in place and determined final by the Authority. This determination will include the Environmental Review being signed off and accepted by each City/County Certifying Officer [24 CFR 58.2 (a)(2)]; and by the Authority receiving satisfactory authorization from Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD) entities.

ARTICLE I: STATEMENT OF WORK:

The contractor shall furnish all labor, tools, equipment and services to perform and complete all work as needed and as described in **Quote for Small Purchase (QSP) #2025-18: Environmental Review-CDBG-DR** Scope of Work and this Contract for the CDBG-DR Grant. The work shall begin as specified in the Notice to proceed and continue through and up until all reports are accepted and signed off by each City/County Certifying Officer (Responsible Entity).

ARTICLE II: THE CONTRACT PRICE:

The Authority shall pay the contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the contract and as noted in contractor's submittal to "QSP #2025-18, Environmental Review CDBG-DR", the amount of **\$ Forty-Six Thousand, One Hundred Forty-Three Dollars/ 00 Cents, (\$ 46,143.00) TOTAL CONTRACT AMOUNT NTE \$50,000.00.** Payments are to be made to the CONTRACTOR within 30 days upon receipt of invoice until such time as the contract has been completed.

ARTICLE III: CHANGE ORDERS:

The Executive Director, as the Contracting Officer or his/her designated Authority representative, is the only person who has authority to modify any term or condition of this agreement. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. The contractor will not begin any specific requested Change Order/s without the receipt of an executed Change Order from the Contracting Officer or his/her designated Authority representative. This shall be completed as follows:

1. When a change to the contract is deemed necessary, a "Change Order Request" will be filled out by contractor and submitted to the Authority for review.
2. The Authority will review request and issue a Change Order to contractor for acceptance and execution, or deny the request as deemed applicable.
3. Written requests and approvals are required for all changes in services.
4. The Authority Board of Commissioners shall be notified of Change Order(s) in which the cumulative total is equal to or exceeds 10% of the bid amount.
5. The Authority Board of Commissioners shall approve Change Order(s) in which the cumulative total is equal to or exceeds 20% of original contract amount, prior to execution and commencing of the work.

NOTE: The Authority reserves the right to withhold payment for any unauthorized work performed by the contractor if an approved Change Order request is not, submitted to, and approved by the Authority.

ARTICLE IV: LICENSES AND PERMITS:

Failure to obtain required, valid, approved Licenses and/or Permits as needed during the term(s) of this contract shall constitute a material breach thereof.

1. **Licenses:** LICENSE FEES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHALL NOT BE CHARGED TO THE AUTHORITY. The Contractor must have and maintain all required

licenses necessary to conduct business in the Cities of Merced and Planada (if applicable); the County of Merced and the State of California. All licenses must be kept up-to-date for the duration of this contract. Copies of all licenses must be submitted at or prior to contract signing. It is the sole responsibility of the Contractor to obtain and have licenses to maintain compliance.

ARTICLE V: INSURANCE AND INDEMNIFICATION:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall list "Housing Authority of the County of Merced" as the additionally insured on all Certificates of Insurance (COI) forms. Insurance cards are not acceptable, COI must show minimum limits of Insurance as noted in below section "2, minimum limits of Insurance"

1. **Minimum Scope of Insurance** - Coverage shall be at least as broad as:
 - A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 10 01).
 - B. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
 - C. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, Code 1 (any auto) [required if scope of work includes driving on Authority property].
 - D. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
 - E. Professional Errors and Omissions Liability insurance appropriate to the Consultant's profession
2. **Minimum Limits of Insurance**: Contractor shall maintain limits no less than:
 - A. **General Liability**: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
 - B. **Automobile Liability**: \$1,000,000 per accident for bodily injury and property damage.
 - C. **Worker's Compensation (statutory limits) and Employer's Liability**: \$1,000,000 per accident for Bodily Injury or Disease.
 - D. **Professional Errors and Omissions Liability insurance**: \$1,000,000 per occurrence.

Note: These limits can be attained by individual policies or by combining primary and umbrella policies.

3. Deductibles and self-insured retentions:

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

4. Other Insurance Provisions: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The Authority, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
- B. For claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance.
- C. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
- D. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.
- E. Waiver of Subrogation Rights: The Contract shall require the carriers of the above required coverage to waive all rights of subrogation against the Authority, its officers, employees, agents and volunteers.
- F. Acceptability of Insurance: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Contractor must provide written verification of their insurer's rating.
- G. Verification of Coverage: Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiency. The Authority 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.

- H. Sub-Contractors: The use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractor's work begins. All coverage for sub-contractors shall be subject to all of the requirements stated above.

NOTE: The General Contractor's Commercial General Liability insurance should not include GC 2294 or GC 2295 as this endorsement will eliminate the General Coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Insurance certificates shall be delivered to:

Housing Authority of the County of Merced

ATTN: Procurement Dept.

405 U Street, Merced, CA. 95341

Email: evelync@merced-pha.com

5. Indemnification:

Contractor shall indemnify and defend the Authority, its officers, officials, employees, volunteers, agents and assigns and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgments and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

ARTICLE VI: CONTRACTOR'S OBLIGATIONS:

In addition to the specific services detailed herein that the Contractor is required to provide, the Contractor shall be responsible for the following:

1. Qualified Personnel: The contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in a manner generally accepted in the industry and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
2. Employee Screening: Contractor shall ensure that any employee performing services on Authority property is not registered and/or is not required to register

as a sex offender pursuant to California Penal Code Section 290. In order to protect the public and minimize exposure to liability and risk, the Authority reserves the right to require the removal of any Contractor employee who, in the sole discretion of the Authority, presents a risk to the health or safety of any Authority resident or the general public.

3. Contractor Management of Employees: Nothing in this Agreement shall be construed to limit Contractor's right to manage its workforce (including existing employees), including its right to promote, demote, hire, discipline, discharge, train, re-train, or otherwise make personnel decisions, subject to the limitations imposed by law or this Agreement.
 - A. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party and its tenants. If any of the Contractor's personnel are not satisfactory to the owner or the property manager, the Contractor shall replace such personnel with those who are satisfactory.
 - B. Contractor shall use all reasonable care, consistent with its rights to manage and control its operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.
 - C. All employees of the Contractor, subcontractors or other representatives, shall be skilled in the type of work for which they are employed on the project and shall work under direction of competent superintendent. Should the Authority deem anyone employed in the work incompetent or unfit for his/her duties, the Contractor shall remove such employee from the work and shall not reemploy them on work within the Authority on this project or any other project without written permission from the Authority.
4. Contractor shall immediately give such notice to the Authority to be followed by written progress reports, as shall be reasonably necessary to advise the Authority of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof that Contractor, in its opinion, believes may interfere with the operation of the business. Contractor shall use its best efforts to resolve any such complaints, troubles, disputes or controversy
5. Work on Authority Property: The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall indemnify the Authority, and its officers, agents, volunteers, and employees against all loss, which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

ARTICLE VII: JOINDER LANGUAGE: Purchases by Other Public Agencies ("Piggy-Back")

Contractor acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of Agreement. The services

and/or purchases being offered in the Contract Documents, Fee Submission and/or Best and Final Offer and for the same prices and/or terms proposed therein. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by case basis. Before the Authority permits another Public Agency to Piggy-Back any contract, the Authority shall first obtain the awarded Contractor's approval. Without the Contractor's approval, the Authority cannot permit the requesting Public Agency the right to Piggy-Back. In the event the awarded contractor allows another Public Agency to join the Authority Contract, it is expressly understood that the Authority shall in no way be liable for the joining Public Agency obligations to the awarded Contractor in any manner whatsoever.

ARTICLE VIII: HARASSMENT/DISCRIMINATION:

Contractor shall properly train, manage, and supervise its employees, subcontractors and agents with regard to workplace harassment and discrimination of any unlawful kind. The Contractor shall comply with all statutory, regulatory and executive order requirements pertaining to Civil Rights, equal opportunity, and nondiscrimination, as those requirements now exist or as they may be enacted promulgated or amended. These requirements include, but shall not be limited to, compliance with, at least, the following authorities:

1. Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d; 24 CFR part 1)
2. The Fair Housing Act (42 U.S.C. 3601-3619; 24 CFR part 100)
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794; 24 CFR part 8)
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107; 24 CFR part 146)
5. The Americans with Disabilities Act (Pub. L. 101-336, approved July 26, 1990; 28 CFR part 35)
6. Executive Order 11063 on Equal Opportunity in Housing (24 CFR part 107)
7. Executive Order 12892 on Affirmatively Furthering Fair Housing

Contractor is required to insert similar provision in all subcontracts except for standard commercial supplies or raw materials. Any violation of this provision by the Contractor, its subcontractors, its employees or agents will result in removal of the offending party from this project and the jobsite as well as consideration of additional actions being taken pursuant to this agreement. Contractor, its employees, its subcontractors and agents shall refrain from any type of workplace harassment or unlawful discrimination at all times in connection with the project.

ARTICLE IX: APPLICABLE LAWS: Compliance with Federal and State Laws:

1. All work performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
2. The Laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with,

applicable federal laws and/or federal regulations. This contract will be binding upon the parties and the heirs, successors, beneficiaries, and devisees of the parties hereto. The parties agree that Merced County, California is the appropriate forum for any action relating to this contract. The parties expressly waive federal jurisdiction. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce this Contract, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

ARTICLE X: FINANCIAL VIABILITY AND REGULATORY COMPLIANCE:

1. The Contractor warrants and represents that it/its corporate entity is in good standing with all applicable Federal, State and Local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding Federal, State or Local taxes or business assessments.
2. The Contractor agrees to promptly disclose to the Authority any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the Authority within five (5) days of notification will constitute a material breach of this Contract.
3. The Contractor further agrees to promptly disclose to the Authority any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.
4. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to the Authority within the prescribed time periods.

ARTICLE XI: ASSIGNMENT OF CONTRACT:

This Contract shall not be assigned or transferred by either party without the prior written consent of the other party.

ARTICLE XII: SEVERABILITY:

The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

ARTICLE XIII: CFR 85.36(i), PROCUREMENT (CONTRACT PROVISIONS):

Pursuant to the CFR, as issued by the Office of the Secretary, HUD, the Authority and the Contractor each agree to comply with the following provisions:

1. Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the Authority and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and requested

corrective action. Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if the Authority is the dissatisfied party; it may request the Contractor to respond in less than 10 days.

- A. Prior to termination, the Authority may choose to warn the CONTRACTOR, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the CONTRACTOR on probation, thereby giving the CONTRACTOR a certain period of time to correct the deficiencies or potentially suffer termination. The Authority shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the CONTRACTOR does not agree with such action, the CONTRACTOR shall have ten (10) days to dispute or protest, in writing, such action; if CONTRACTOR does not do so within the 10-day period, CONTRACTOR shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).
 - B. After termination, if the CONTRACTOR does not agree with the Authority's justification for the termination, the CONTRACTOR shall have 10 days to dispute, in writing, such action; if CONTRACTOR does not do so within the 10-day period, CONTRACTOR shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).
 - C. All rights and remedies granted to the Authority herein and any other rights and remedies which the Authority may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that the Authority may have exercised any remedy without terminating this contract shall not impair the Authority's rights thereafter to terminate or to exercise any other remedy herein granted, or to which the Authority may be otherwise entitled.
- 2. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR, chapter 60).
 - 3. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, part 3).
 - 4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5).
 - 5. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5).

6. Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
7. Patent Rights: Both parties hereby agree to comply with HUD Bulletin 9023, which is identified as Notice of Assistance Regarding Patent and Copyright Infringement.
8. Copy Rights/Rights in Data:
 - A. The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited reports, memoranda or letters concerning the research and reporting tasks of this Contract.
 - B. Except as provided elsewhere in this clause, the Authority shall have unlimited rights in data first produced in the performance of this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
 - C. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Authority, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the Authority and others acting on its behalf a paid up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Authority.
 - D. The Contractor shall not, without the prior written permission of the contracting officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the Authority a license of the same scope as identified in the preceding paragraph.
 - E. The Authority agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract is improperly marked, the Authority may return the data to the Contractor, cancel or ignore the markings.
 - F. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.
 - G. Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted

computer software upon delivery, the Contractor agrees the Authority shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

9. Computer Software: The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by the Authority except as provided below or as expressly stated otherwise in this Contract.
 - A. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Authority location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.
 - B. Examination and Record Retention: The CONTRACTOR further agrees that CONTRACTOR shall retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment, the completion of any services provided pursuant to this Contract, or after all pending matters are closed. The Authority, HUD or Comptroller General of the United States, State of California Auditor or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15). (Contracts, subcontracts and subgrants of amounts in excess of \$100,000).
11. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE XIV: VENUE:

This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a State court in the County of Merced. The parties expressly waive federal jurisdiction.

ARTICLE XV: NOTICES, INVOICES AND REPORTS:

All notices, reports, correspondence and/or invoices submitted to the Authority by the Contractor pursuant to this Contract shall be in writing and delivered to the attention of:

Housing Authority of the County of Merced
ATTN: Evelyn Chavira
405 U Street, Merced, CA. 95341
Fax: (209) 722-0106; Email: evelync@merced-pha.com

ARTICLE XVI: AMENDMENT:

This Contract shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

ARTICLE XVII: INTEGRATION:

This Contract constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

ARTICLE XVIII: PARTIAL INVALIDITY:

If any provision of this Contract is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Contract shall remain in full force and effect unimpaired by the holding.

ARTICLE XIX: WAIVER OF BREACH:

The waiver by the Authority of any breach by Contractor of any of the provisions of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach by Contractor either of the same or another provision of this Contract.

ARTICLE XX: ARBITRATION:

Any controversy between the parties regarding the construction or application of this Contract, and any claim arising out of this Contract or its breach, shall be submitted to a binding arbitration upon the written request of one party after service of that request upon the other party. Either party may demand arbitration by filing a written demand with the other party within forty-five (45) days after occurrence of the dispute.

The arbitrator shall be selected from the Merced County Superior Court Arbitration Panel, or by other agreement of the parties. In the event that the parties cannot agree to an arbitrator, either party may petition the Merced County Superior Court for appointment of an arbitrator. The binding arbitration shall be in accordance with the provisions of the California Arbitration Act (Code of Civil Procedure §§1280-1294.2).

ARTICLE XXI: ATTORNEY'S FEES AND COSTS:

Should any litigation be commenced between the parties to this Contract concerning said property, said services, this Contract, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney fees and costs in such litigation which shall be determined by an arbitrator.

ARTICLE XXII: AUTHORITY TO EXECUTE:

The person or persons executing this Contract on behalf of the parties hereto warrants and represent that he/she/they has/have the authority to execute this Contract on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

ARTICLE XXIII: COUNTERPARTS:

This Contract may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

ARTICLE XXIV: CONTRACT DOCUMENTS AND ATTACHMENTS:

In the event of a conflict in terms between this Contract and any of the attachments hereto, this Contract shall control.

Contract documents to consist of the following component parts:

- A. This instrument
- B. Cover and Scope of work QSP #2025-18: Environmental Review
- C. Contractor's Submittal
- D. Addenda #1, #2, #3
- E. Drug-Free Policy
- F. Smoke-Free Policy
- G. Contractor Acknowledgment: Vehicles, Equipment, Portable Toilets and/or Materials
- H. Contractor Acknowledgment: Change Order/s
- I. HUD-5370-C Sect. I: General Conditions for Non-Construction Contracts (With or without Maintenance Work)
- J. HUD Table 5.1: Small Purchase other than Construction
- K. Insurance Requirements- Consultants-

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be entered into and executed as of the day and year of the last signature below.

SWCA ENVIRONMENTAL CONSULTANTS

4111 BROAD STREET, SUITE 210; SAN LUIS OBISPO, CA. 93401

Certification of Contractors Authorized Agent:

I, Brooke Langle, Vice President, certify that I am the
(Owner/Authorized Agent Printed Name)

Owner/Authorized Agent of the company named as CONTRACTOR herein; that I, as Owner/Authorized Agent at the time of execution, signed the Contract on behalf of my company, which is within the scope of my authority.

SWCA ENVIRONMENTAL CONSULTANTS

Signature: Brooke Langle Date: August 5, 2025
(Owner/Authorized Agent)

Printed Name: Brooke Langle Title: Vice President, Northern and Central California
(Owner/Authorized Agent)

HOUSING AUTHORITY OF THE COUNTY OF MERCED

405 "U" STREET, MERCED, CA. 95341

Signature: Rosa Vazquez Date: Aug 12. 2025

Printed Name: Rosa Vazquez Title: Executive Director



Housing Authority of the County of Merced

QUOTES FOR SMALL PURCHASE
ENVIRONMENTAL REVIEW:
Community Development Block Grant-Disaster Recovery
2023 Migrant Resiliency Center Program
QSP #2025-18

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

Environmental Review:

Community Development Block Grant-Disaster Recovery 2023 Migrant Resiliency Center Program

INTRODUCTION: The Housing Authority of the County of Merced (Authority) is seeking competitive proposals from individuals and/or firms that possesses the experience, and the financial and administrative capabilities to provide the proposed services to perform and complete an Environmental Review for Community Development Block Grant-Disaster Recovery 2023 Migrant Resiliency Center Program. The firm must be familiar with the requirements of the National Environmental Policy Act and Title 24 Code of Federal Regulations (CFR) Part 58, HUD Environmental Review Regulations for two Migrant Centers located in Merced County. Past experience in Environmental Review, as listed in Title 24 CFR, Part-58, for other Housing Authorities or Public Entities would be beneficial.

The purpose of this QSP is to award a contract to a Contractor whom shall be responsible for providing all labor, materials, tools, equipment and services to complete all work according to HUD accepted practices for conducting an Environmental Review as described in the Scope of Work.

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

All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlines within this document in its entirety, including all addenda, attachments and all other information provided.

This QSP is being issued, as well any addenda, by the Authority. The contact person for the Authority is:

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

Due Date for Quotes: Thursday, June 26, 2025 no later than 4:00 P.M.

I. SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS:

General Requirements: REFER TO SCOPE OF WORK—Attachment A

II. Method of Award (Task Order):

Quotes may be submitted through mail or hand-delivered to: 405 U Street, Merced, CA. 95348 Attention: Procurement, **OR** emailed to: evelync@merced-pha.com The Authority intends to receive Contractors Quotes now through **Thursday, June 26th, 2025, at 4:00 P.M.** and retains the right to contract with any Contractor as a result of this QSP. Contractor is solely responsible to ensure quote is submitted in timely manner. Late submissions will not be considered.

III. Interpretations/Walkthrough:

The Authority will **not** hold an in-person pre-submittal meeting or walkthrough. Request for interpretations must be received no later than **Wednesday, June 18, 2025 by 4:00pm.**

Email all inquiries to: evelync@merced-pha.com

IV. Contract Form:

The Authority will not execute a contract on the Contractor's form. Contract will only be executed on an Authority form and by submitting a proposal, the Contractor agrees to do so (please note that Authority reserves the right to amend this form as Authority deems necessary). However, the Authority may consider any contract clauses that the Contractor wishes to include therein and requests in writing for the Authority to do so; but the failure of Authority to include such clauses does not give the Contractor the right to refuse to execute the Authority's contract form. Prior to submitting a proposal, it is the responsibility of each prospective Contractor to notify the Authority in writing of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Authority will consider and respond to such written correspondence, and if the prospective Contractor is not willing to abide by the Authority's response (decision), then that prospective Contractor shall be deemed ineligible to submit a proposal.

V. Unauthorized Sub-Contracting Prohibited:

The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the contract) without the prior written consent of the Authority. Any purported assignment of interest or delegation of duty, without the prior written consent of the Authority, shall be void and may result in the cancellation of the contract with Authority, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the Authority.

VI. Right to Negotiate Final Fees:

The Authority shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated Contractor may, at Authority's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Authority has chosen

a top-rated Contractor. If, in the opinion of the Authority, such negotiations are not successfully concluded within five (5) business days, the Authority shall retain the right to end such negotiations and begin negotiations with the next-highest-rated Contractor. The Authority shall also retain the right to negotiate with and make an award to more than one Authority Contractor, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

VII. Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by the Authority pursuant to this QSP:

1. **Assignment of Personnel:** The Authority shall retain the right to demand and receive a change in personnel assigned to the work if the Authority believes that such change is in the best interest of the Authority and the completion of the contracted work. Contractor shall select and employ the replacement personnel.
2. **Licensing and Insurance Requirements:** The Contractor will be required to provide Certificates of Insurance and valid California business licenses (may be included with response):
 - A. **Licensing:** Contractor must hold a valid California Contractor's License for the appropriate trade listed in this QSP with all appropriate bonding and insurance required by the State of California and have the ability to obtain all required permitting either through local, state and federal agencies and being in good standing with all governing agencies. The Contractor shall provide to the Authority copies of these and any other required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
 - B. **Proof of Insurance:** Contractor shall procure and maintain throughout the duration of any Contract resulting from this Request for QSP insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors, at a minimum, insurance coverage shown on the attached Insurance Requirements for Consultants (Attachment B). Proof of such coverage must be presented to the Authority prior to or at the time of contract execution.

VIII. PERFORMANCE SPECIFICATIONS

1. **Company Standards:** Contractor shall possess the appropriate Contractor's license issued by the California Contractor's State License Board (CSLB) for all work performed.

2. **Personnel Standards:**

- a) Services shall be performed by personnel who are trained and otherwise qualified to perform tasks assigned.
- b) Services will be provided / performed during normal business hours from 7:30 A.M. to 5:00 P.M., Monday through Thursday and alternating Fridays 7:30 A.M. to 4:00 P.M. it is the contractor's sole responsibility to confirm working Fridays.
- c) Contractor's employees shall wear clearly visible identification while performing duties.
- d) All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party. If any of the Contractor's personnel are not satisfactory to the Authority or its managers, the Contractor shall replace such personnel with those who are satisfactory.
- e) Contractor shall use all reasonable care, consistent with his/her right to manage and control his/her operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, safety issues, disputes or controversies at the Authority's place of business or which interfere or are likely to interfere with the operations of the Authority's business.
- f) Contractor shall immediately give such notice to the Authority, to be followed by written reports, as shall be reasonably necessary to advise the manager of any and all impending or existing labor complaints, troubles, disputes, or controversies and the progress thereof that Contractor, in his/her opinion, believes may interfere with the operation of the business. Contractor shall use his/her best efforts to resolve any such complaints, troubles, disputes, or controversies.

- 3. **Supervision:** Contractor shall furnish the necessary qualified supervision to oversee all operations.
- 4. **Equipment:** Contractor shall furnish all equipment necessary to perform the services in accordance with these specifications and warrants that all equipment will be of such type as to cause no hazard or danger.
- 5. **Property Damages:** Contractor shall be responsible for any damages to Authority property, damaged as a result of the actions of the Contractor, his/her employees and/or equipment. All repairs of damages shall be at the Contractor's expense.

IX. **NON-COLLUSION:**

Contractor shall complete Form of Non-Collusive Affidavit, notarized (Attachment C) in proof that they have not entered into any collusion with any person in respect to this quote or any other quote or the submitting of quotes for the contract for which this quote is submitted.

X. SECTION 3 CONTRACT:

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

XI. AWARD OF THE CONTRACT:

1. **Subject to Other Documents:** The contract is subject to the terms and conditions of the State of California as they exist at the time the agreement is signed.
2. **Conflict of Interest:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services under this contract.
3. **Responsibility:** It shall be the responsibility of the Contractor to see that his/her quote is received by Authority by the date and time set forth for the opening of the quotes. Quotes received after the time stated shall not be considered.
4. **Rejection of Proposals:** The Authority reserves the right to accept or reject any or all proposals, which are determined to be non-responsive.

XII. ATTACHMENTS:

Contractor shall include and submit all required documentation (*) with the following "Housing Authority of the County of Merced Quote Form" page 7.

- | | |
|---------------|--|
| Attachment A: | Scope of Work |
| Attachment B: | Authority Insurance Requirements for Consultants |
| Attachment C: | Form of Non-Collusive Affidavit* (Must be Notarized) |
| Attachment D: | Profile of Firm Form* |
| Attachment E: | Authority Section 3 Business Preference Form and Explanation* |
| Attachment F: | Authority Contractor/Sub-Contractor Information Form* |
| Attachment G: | HUD Form 5369-B: Instructions to Offerors Non-Construction |
| Attachment H: | HUD Form Table 5.1: Mandatory Contract Clauses for Small Purchases Other Than Construction |
| Attachment I: | Quote for Small Purchase Environmental Review Cost Form* |

HOUSING AUTHORITY OF THE COUNTY OF MERCED QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of **\$250,000.00**, the Authority is procuring these services using the non-formal request, Quotes for Small Purchase (QSP), process. This informal QSP process means formal Request for Proposals (RFP) requirements (i.e., bid bonds, public bid opening, etc.) and formal protest procedures do not apply. The Authority reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Respondents at any time.

Quote Submittal Instructions: The Authority is requesting this page 7 and the additional attachment documents (*) referenced within be submitted by the due date as indicated in this QSP.

By submitting a quote response, the contractor agrees to abide by all applicable laws, ordinances, and regulations. The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP; Quote Form; General Scope of Work - as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.,; and Addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Merced, hereby proposes to furnish all labor and services required to complete the project, all in accordance with the specifications, in the amount listed on Attachment I.

Quote Submitted By:

Company: _____

By (Print Name) _____ Date: _____

Address: _____
(Street, City, State, Zip)

Phone #: _____ Fax: _____ Email: _____

Signature: _____
(Authorized Principal or Officer)

**Scope of Work, Environmental Review:
Community Development Block Grant-2023 Migrant Resiliency Center Program**

The Housing Authority of the County of Merced (Authority) is soliciting quotes for small purchase (QSP) from a qualified, licensed, interested firm that possesses the experience, and the financial and administrative capabilities to provide the proposed services for environmental review records for projects funded by a Community Development Block Grant-Disaster Recovery (CDBG-DR)– 2023 Migrant Resiliency Center Program received by the Authority in response to significant flooding experienced in the County of Merced. The purpose of this QSP is to select and contract with a firm that will be responsible to prepare and submit the environmental review records necessary to comply with these CDBG-DR Federal grant funds for the Authority.

The firm awarded will be responsible for the complete process of reviewing a project and its potential environmental impacts to determine whether it complies with the National Environmental Policy Act (NEPA) and related laws and authorities.

The Authority is requiring the firm to be familiar with the requirements of the National Environmental Policy Act and Title 24 Code of Federal Regulations (CFR) Part 58, HUD Environmental Review Regulations as required by the California Department of Housing and Community Development (HCD) for two Migrant Centers located in Merced County. Past experience in Environmental Review, as listed in Title 24 CFR, Part 58, for other Housing Authorities or Public Entities would be beneficial but is not a requirement.

I. Descriptions of Properties:

This Environmental Review will cover two Migrant Centers, including:

- A. Merced Migrant Center: 2753 N. Santa Fe Road, Merced, Approximately 8.3 Acres, 51 units total. Consists of 50 seasonal units and one year-round manager occupied unit, one daycare, and wastewater pond system. Work to be contracted for, includes an upgrade of the storm drainage system address-Ground Disturbance; site-wide erosion-Ground Disturbance, Construction Equipment; install site-wide fencing- Ground Disturbance, Construction Equipment; and installing wheel stops for ADA Parking Spaces-Ground Disturbance. *See Attached Map A1.*
- B. Felix Torres Migrant Center: 925 N. Plainsburg Road, Planada, Approximately 9.09 Acres, 63 units total. Consists of Seasonal Campus: 62 seasonal units and one year-round manager occupied unit, and one daycare. Work to be contracted for includes irrigation system repairs-Ground Disturbance, Construction Equipment; installing wheel stops for ADA Parking Spaces-Ground Disturbance; repairs to buildings-Construction Schedule. *See Attached Map A2.*

II. Requirements of Environmental Review:

- A. The contractor will initiate all necessary consultations and studies to complete the environmental review as required by HCD per the HUD Environmental Review Regulations. Contractor shall Identify the appropriate level of environmental review and provide an outline of the process to complete the environmental review records (ERR) for the Migrant Centers listed in Section I.
- B. This Scope of Work requires preparation of all necessary documentation for individual projects to be reviewed and meet requirements of the National Environmental Policy Act and Title 24 CFR Part 58, HUD Environmental Review Regulations as to the impact on the environment of all covered activities, as defined by the Authority in relation to the 2023 CDBG-DR Migrant Resiliency Center Program plan.
- C. The contractor must be prepared to provide the knowledge and ability to document for the Environmental Review as warranted and required by the circumstances of each Migrant Center.
- D. Section 106 review shall be conducted by the contractor and included in the statutory worksheet for each project. The contractor will be responsible for communication and timely submission to the California State Historic Preservation Office (SHPO).
- E. The Contractor will make a minimum of one site visit to examine and photo-document the location and surrounding environs and shall make additional visits as warranted.
- F. The Migrant Center projects fall into four categories:
 - 1. **Exempt** and Categorically Excluded **not subject** to Title 24 CFR 58.5
 - 2. Categorically Excluded **not subject** to Title 24 CFR 58.5
 - 3. Categorically Excluded **subject** to Title 24 CFR 58.35(a.1-a.6)
 - 4. Environmental Assessment per Title 24 CFR Part 58, Subpart D-58.36
- G. The contractor will be responsible for communication with HUD, HCD and any other entity with legal or regulatory authority over the Environmental Review process. The Contractor will also provide the Authority with the text of all correspondence with any other regulatory agencies required and then package and mail/ship/electronically submit the information to the appropriate agency.
- H. The contractor will compile all necessary information in the format specified by HUD for that level of environmental review and provide the Authority with one bound and one unbound copy and/or an accessible

electronic format for execution by the Certifying Officer. The final environmental review record will include all necessary source documentation presented in an orderly, easily understandable manner.

- I. The contractor will assist the Authority in response to any public comments or questions received from any federal or state regulatory agencies pertaining to the environmental review process.

III. General Information and Conditions

- A. It is the sole responsibility of the contractor to supply all equipment, tools, and supplies, including travel expenses needed to fulfill the obligations, unless specifically stated otherwise, in these specifications.
- B. Contractor's employees shall have on their persons and available upon request an identification badge with no less than name, employee name, and current picture.
- C. Contractor's employees shall be properly dressed, neat and clean in appearance while on Authority property.
- D. Contractor shall coordinate with Authority staff to schedule required inspections and/or onsite visits to minimize disturbance of the residents.
- E. Contractors shall observe all Federal, State, and local laws and regulations pertaining to health and safety.
- F. Contractor shall establish a routine for communications with designated Authority staff member to provide a prompt and timely response to any concerns or problems that may arise.

IV. Billing/ Invoices

- A. The contractor shall submit invoices for charges due under the contract and shall be submitted with an itemized report of all work conducted up to date. The details shall include property identification, location, and cost for each identified Project.
- B. The contractor will be solely responsible for all costs incurred during the environmental review process, including, but not limited to, travel time and costs, food, lodging, postage, shipping, reproductions, and subcontracts. Overtime will not be billable to the Authority. The Authority will not pay for any unidentified or previously non-contracted and not agreed to services.

- C. The Authority observes fifteen (15) Federal/ State holidays per year. The contractor will not be required to preform inspections on these days and may reschedule for non-holiday work days and as approved by the Authority.

Housing Authority of the County of Merced Observed Holidays	
January 1, New Year's Day	Labor Day, First Monday of September
January 15, Martin Luther King Jr. Birthday	Columbus Day, Second Monday of October
February 12, Abraham Lincolns Birthday	November 11, Veterans Day
Presidents Day, 3 rd Monday of February	Thanksgiving Day, Fourth Thursday of November
March 31, Cesar Chavez's Birthday,	Friday following Thanksgiving Day
June 19, Juneteenth	December 24, Christmas Eve Day
Memorial Day, Last Monday of May	December 25, Christmas Day
July 4, Independence Day	*The Authority works alternating Fridays
When a holiday falls on a Saturday, the preceding Friday will be observed. When a holiday falls on a Sunday, the following Monday shall be observed.	

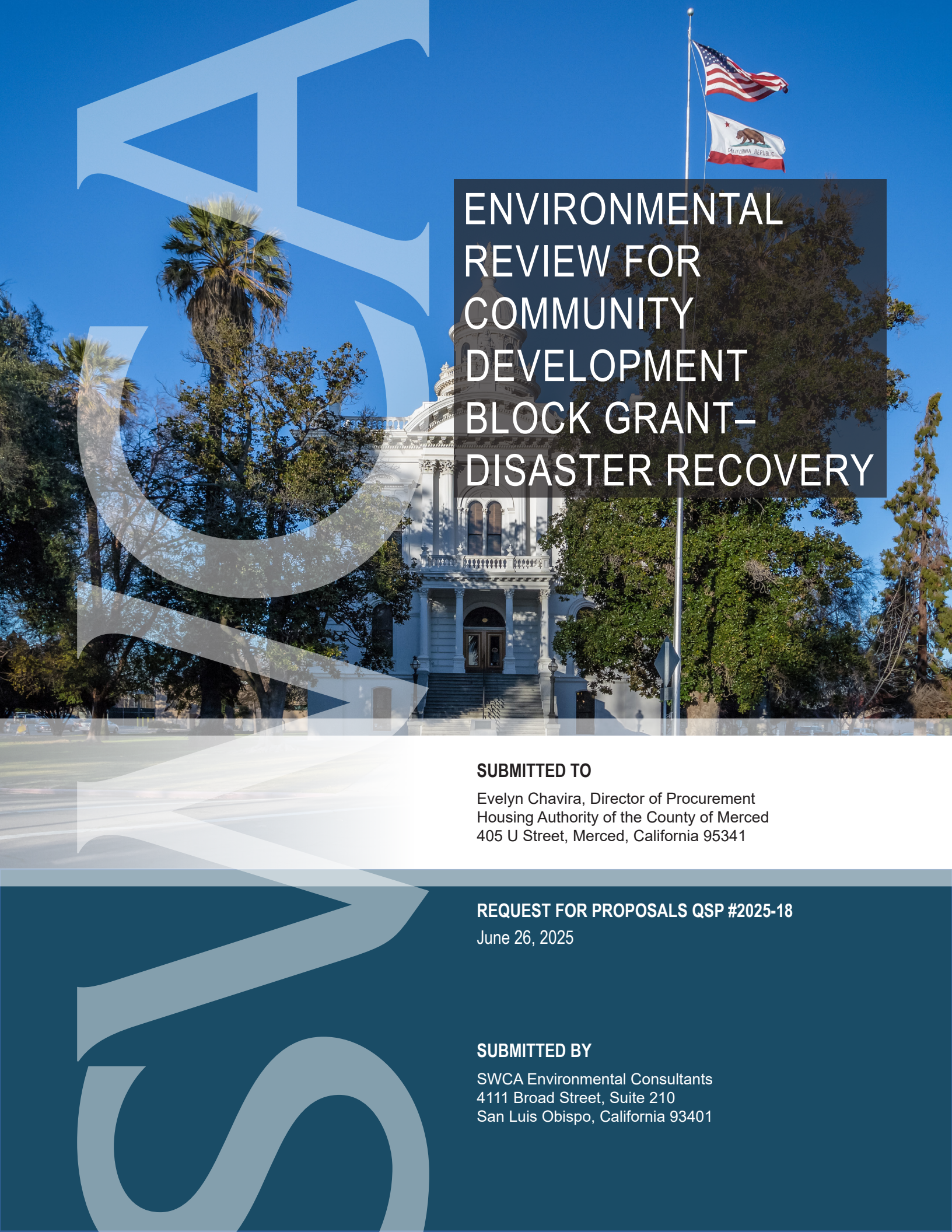
V. Drug-Free Workplace

The Authority maintains a Drug-Free Workplace which applies to contracted work. contractor and/or its employees will not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties or reporting to work for the Authority under the influence of any of the above. The Authority is a federally funded entity and as such is mandated by Federal drug laws.

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

VI. Smoke-Free Workplace

The Authority maintains a Smoke-Free environment on all Authority properties. contractors, subcontractors and/or their employees will not smoke on any Authority property. contractor, subcontractor and/or their employees, will properly dispose of smoking materials. Smoking materials (i.e. cigarette butts, matches, etc.) will not be disposed of in gutters, walkways, streets, driveways, common areas or any other areas on Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices.



ENVIRONMENTAL REVIEW FOR COMMUNITY DEVELOPMENT BLOCK GRANT— DISASTER RECOVERY

SUBMITTED TO

Evelyn Chavira, Director of Procurement
Housing Authority of the County of Merced
405 U Street, Merced, California 95341

REQUEST FOR PROPOSALS QSP #2025-18

June 26, 2025

SUBMITTED BY

SWCA Environmental Consultants
4111 Broad Street, Suite 210
San Luis Obispo, California 93401



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

4111 Broad Street, Suite 210
San Luis Obispo, California 93401
Tel 805.543.7095
www.swca.com

June 26, 2025

Evelyn Chavira, Director of Procurement
Housing Authority of the County of Merced
405 U Street, Merced, California 95341
Submitted via email: evelync@merced-pha.com

Re: Housing Authority of the County of Merced, Environmental Review for Community Development Block Grant–Disaster Recovery, 2023 Migrant Resiliency Center Program / QSP #2025-18

Dear Evelyn Chavira:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide our qualifications to assist the Housing Authority of the County of Merced (Authority) with environmental review records for two project sites to be funded by the Community Development Block Grant-Disaster Recovery (CDBG-DR) under the 2023 Migrant Resiliency Center Program in response to significant flooding experienced in Merced County. Our team of qualified technical professionals will efficiently and accurately navigate the regulatory and related federal and state processes.

The SWCA team, under the leadership of seasoned **National Environmental Policy Act (NEPA) Manager, Alaina Callinan**—who brings a decade of experience in NEPA and U.S. Department of Housing and Urban Development (HUD) grant management—possesses the expertise necessary to produce high-quality environmental documents with efficiency and minimal need for oversight or corrections. Navigating environmental requirements for federally funded projects can be intricate, and improper execution may lead to significant implementation delays or adverse audit findings from HUD. For the following reasons, SWCA stands out as the ideal firm to conduct environmental analyses for the Authority:

- **Trusted Relationship with the County of Merced.** Our extensive experience collaborating with the County of Merced (County) has given us a deep understanding of the County's operational processes and requirements. Over the past 3 years, we have successfully collaborated on nine projects with the County, recently completing the Don Chapin Sand Dryer Plant Mitigated Negative Declaration, Liberty Packing Expansion, and Livingston Solar projects. Currently, we are preparing peer-review memoranda for technical studies on a confidential project for the County.
- **Understanding of HUD Processes.** Our team brings an understanding and lessons learned from more than 10 years of working with HUD projects across the country. Having completed thousands of HUD environmental reviews, we know what HUD requires for these types of projects, eliminating unnecessary learning-curve delays. In addition, Since 2018, we have been the primary environmental service provider for California's Department of Housing and Community Development (HCD), addressing NEPA compliance for HUD CDBG-DR and CDBG Mitigation (MIT)–funded California Wildfire programs.
- **Local Experience with Nationwide Support.** With our specialists in local offices combined with a national team of experts, SWCA is in a unique position to provide the Authority with tailored support at a moment's notice. This means that SWCA staff are readily available to meet with the Authority with minimal effort and on short notice. Our team's extensive experience on HUD projects, combined

with our company-wide support, enables us to provide any required analysis with minimal oversight by the Authority, minimizing the need for rework and eliminating an unnecessary back-and-forth cycle.

- **Regulatory Knowledge.** We have more than 40 years of experience working for federal agencies, tribes, cities, counties, and other agencies, making our staff versatile and efficient.

Our proposal demonstrates that SWCA has the right team and experience, as well as a proven track record of providing HUD environmental and site-specific analyses to state and local agencies across the United States. If you have any questions or require additional information, please contact me at (845) 253-2794 or Alaina.Callinan@swca.com. We look forward to supporting the Authority with an outstanding level of service.

Sincerely,



Alaina Callinan
Project Manager / HUD NEPA Subject Matter Expert
(413) 256-0202 | alaina.callinan@swca.com



Brooke Langle*
Vice President, Northern and Central California
(805) 543-7192 | brooke.langle@swca.com
**Authorized to negotiate for the firm*



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FIRM PROFILE

SWCA ENVIRONMENTAL CONSULTANTS

SWCA Environmental Consultants (SWCA) is a leader in environmental and management consulting, founded on a commitment to sound science and creative solutions. Our mission is to be the best workplace and industry leader in sustainability, leveraging scientific expertise to address global environmental challenges. We offer comprehensive services in environmental planning and permitting, cultural resources management, biological and ecological services, water resources management, air quality planning, engineering, and sustainability consulting.

Since 1981, SWCA has helped clients navigate environmental compliance and enhance sustainability. As a 100% employee-owned company, our 1,700+ employees across 45 offices are dedicated to excellence in every project.

With six offices in California, we provide local expertise and can swiftly mobilize statewide resources. Our team has completed numerous environmental documents and technical studies supporting National Environmental Policy Act (NEPA) compliance, demonstrating deep knowledge of NEPA regulations and related federal laws under 24 Code of Federal Regulations (CFR) 58 (U.S. Department of Housing and Urban Development [HUD] Environmental Review Procedures). Our technical writers and editors ensure scientifically sound and legally defensible NEPA documents, guiding clients through the compliance process efficiently to secure necessary permits and authorizations.

SWCA stands out in NEPA compliance and infrastructure projects across California and the United States. Our team includes seasoned professionals experienced with HUD as Responsible Entities and as NEPA environmental consultants, adept at preparing NEPA-compliant documents for projects involving HUD funding and local government oversight. We conduct technical studies and prepare environmental reports, including Environmental Assessments (EAs) and Environmental Impact Statements, while effectively communicating complex environmental and regulatory issues to stakeholders and collaborating with state and federal agencies, HUD, and local government staff.



ENVIRONMENTAL CONSULTANTS

100% EMPLOYEE-OWNED
1,700+ EMPLOYEES





45 OFFICES WORLDWIDE

6 CALIFORNIA OFFICES:
SAN LUIS OBISPO, SACRAMENTO,
SAN FRANCISCO, HALF MOON BAY,
PASADENA, SAN DIEGO

SUPPORTING ENVIRONMENTAL
SERVICES FOR HUD
PROJECTS
NATIONWIDE





ESTABLISHED IN 1981
S-CORPORATION

Sound Science. Creative Solutions.

EXECUTIVE SUMMARY

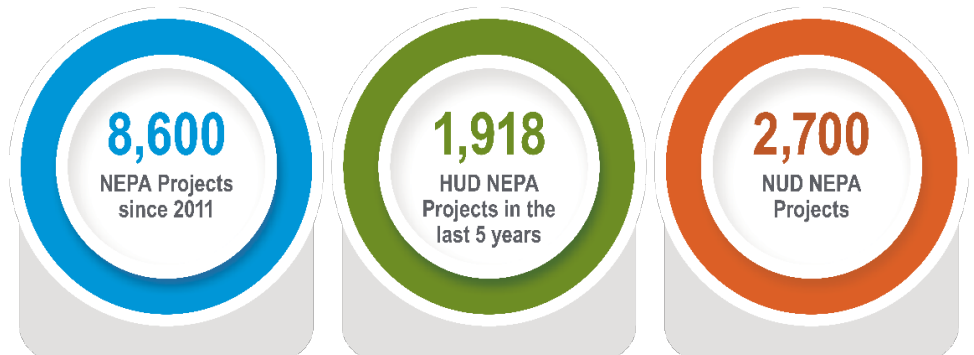
SWCA, Incorporated, dba SWCA Environmental Consultants (SWCA), has pooled a team of experienced local experts to provide environmental consulting support of the highest standards for Housing Authority of the County of Merced (Authority) projects. Throughout this statement of qualifications, we demonstrate how the SWCA

team's expertise will ensure that qualified resources and technical competence are provided for all potential projects within this contract. Our staff has established relationships across Merced County, providing us with the understanding, familiarity, and credibility necessary to support productive and meaningful public engagement.

SWCA, founded in 1981, is a 100% employee-owned company of professional environmental, natural, and cultural resources scientists, technicians, and planners. SWCA has an extensive portfolio of local and diverse HUD-funded environmental review projects and a reputation for providing on-time and on-budget deliverables to our clients. With our strong local presence and in-depth of knowledge environmental issues, combined with regional and national support, we provide our clients with quick project response times, highly credible data and analysis, and reliable, cost-effective solutions.

Our experienced team has encountered many different scenarios related to the resources assessed under 24 Code of Federal Regulations (CFR) 58 and brings the knowledge of applying creative and compliant solutions to resolve any challenges associated with them. Our team brings a comprehensive understanding from over a decade of experience on HUD-funded projects nationwide. **Since 2018, we have been the primary environmental service provider for California's Department of Housing and Community Development (HCD), addressing NEPA compliance for HUD CDBG-DR and CDBG Mitigation (MIT)-funded California Wildfire programs.** Having completed thousands of HUD NEPA environmental reviews under 24 CFR 58, we achieve compliance promptly, eliminating delays and producing defensible reviews that withstand HUD monitoring.

Challenges in environmental review records (ERRs) under 24 CFR 58 often stem from improper task prioritization. SWCA mitigates these by promptly initiating agency consultations and long-lead tasks through desktop constraints analysis once the site and scope are known. This analysis enables us to implement studies, produce reports, and submit consultations as soon as the project description is finalized. SWCA ensures efficient and thorough compliance documentation, delivering high-quality, timely environmental reviews. SWCA is committed to the success of the Authority's HUD-funded projects across Merced County and appreciates the opportunity to provide the Authority with our qualifications. By choosing the SWCA team, the Authority gains a partner with a proven record of delivering quality and timely environmental reviews to our clients across the country and throughout California.



APPROACH

PROJECT UNDERSTANDING

SWCA understands that the Authority is seeking ERRs compliant with NEPA, HUD's implementing regulations under 24 CFR 58, and HUD environmental review regulations as required by the California HCD. SWCA further understands

that the Authority is requesting environmental reviews for the migrant centers listed below, which are to be funded by the Community Development Block Grant–Disaster Recovery (CDBG-DR) under the 2023 Migrant Resiliency Program in response to significant flooding experienced by Merced County.

- Merced Migrant Center: The project site is located at 2753 North Santa Fe Road in Merced on approximately 8.3 acres. The property includes 51 units total with 50 seasonal units, one year-round manager-occupied unit, one daycare, and a wastewater pond system. The scope of work includes an upgrade of the storm drainage system, addressing site-wide erosion, installing site-wide fencing, and installing wheel stops for Americans with Disabilities Act (ADA) parking spaces.
- Felix Torres Migrant Center: The project site is located at 925 North Plainsburg Road in Planada on approximately 9.09 acres. The seasonal campus includes 63 units total with 62 seasonal units, one year-round manager-occupied unit, and one daycare. The scope of work includes irrigation system repairs, installing wheel stops for ADA parking spaces, and repairs to the buildings.

SWCA anticipates that a Categorically Excluded Subject to 58.5 (CEST) level of review will be needed for the two project sites to comply with NEPA under 24 CFR 58. Tasks 1 through 4 below present our approach.

TASK 1: PROJECT KICKOFF AND MANAGEMENT

SWCA will coordinate a kickoff meeting with the Authority following receipt of written notice to proceed on the project. The purpose of this meeting will be to familiarize the environmental team with the proposed project description and confirm the contract scope of work and target schedule. If requested, SWCA will prepare and share the kickoff meeting agenda with all meeting attendees prior to the meeting. This task includes attendance by [SWCA Project Manager Alaina Callinan](#); attendance is assumed to be virtual. Anticipated key topics to be addressed early in the process include defining the project boundaries, identifying key information needs, and establishing a communication protocol. This task also includes attendance at two general coordination meetings with the Authority, as needed, to discuss progress made toward project deliverables, environmental determination findings, schedule updates, Authority staff reviews/comments on deliverables, etc.

This task also includes general management of the SWCA team, coordination and correspondence with the Authority, management of the project scope and budget, and quality assurance and quality control (QA/QC). Alaina will be the day-to-day contact and responsible for overseeing all aspects of the environmental analysis, communicating and coordinating with the Authority, and ensuring adherence to the schedule and budget.

TASK 2: PROJECT DESCRIPTION AND REQUEST FOR INFORMATION

A comprehensive and stable project description, including the project's purpose and objectives, is essential to successful completion of the environmental documentation process. SWCA will prepare a draft project description based on the project details provided by the Authority and existing documentation available for the project sites. SWCA will review all materials associated with the project and submit a data request (if needed) to the Authority for additional information or clarification needed to support the NEPA documentation. Upon receipt of requested project information, SWCA will prepare a preliminary project description for each project site for the Authority's review and approval. This task assumes one round of review of each project description by the Authority.

Deliverables

- Preliminary project description for each project site, submitted electronically in Microsoft [MS] Word format

TASK 3: NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

SWCA and our team of qualified cultural resource professionals will prepare the necessary documentation to satisfy National Historic Preservation Act (NHPA) Section 106 requirements for the proposed project. Based on a preliminary review of the Authority's properties outlined in the Quotes for Small Purchase (QSP), as well as supplemental due diligence conducted by SWCA's team of qualified cultural resource professionals, it is our understanding that the Planada Migrant Center was constructed in 2010 and the Merced Migrant Center was redeveloped in the late 1990s–early 2000s. As such, the existing built environment elements are of relatively recent construction and do not meet the 50-year age threshold generally required for listing in the National Register of Historic Places (NRHP). Therefore, the primary focus of all cultural resource investigations will focus on the potential for archaeological resources.

Based on our understanding of the project and the two properties, SWCA proposes the following scope to support the project and the regulatory requirements under NHPA Section 106. As two CEST documents will be prepared, SWCA will also prepare two individual cultural resources survey reports (Section 106 technical reports).

RECORDS SEARCH AND RESEARCH

SWCA will consult with the California Historical Resources Information System (CHRIS) at the Central California Information Center (CCIC), located at California State University, Stanislaus (Stanislaus State), to conduct a records search to identify known cultural resources and previous cultural resources investigations in or near the study area. The records search area will encompass the entire study area with a 0.5-mile buffer. This will identify all previous cultural resource investigations, known prehistoric or historic-era archaeological sites, and any resources listed or determined eligible for listing in the NRHP or California Register of Historical Resources (CRHR), or for local designation. Site locations will be plotted on U.S. Geological Survey (USGS) quadrangles, and copies of applicable site records and reports will be made available as necessary. SWCA staff will also review additional pertinent research on the history and prehistory of the area, as well as previously prepared documentation and cultural resources studies relevant to the two properties.

NATIVE AMERICAN COORDINATION

SWCA will contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search for each of the two property locations, which will identify the presence of Native American cultural sites, traditional places, or landscapes. Additionally, the NAHC will provide a list of Native American contacts who may have unique knowledge of such resources. SWCA will prepare and mail letters for each individual project to each of the tribal contacts, requesting information, in writing, concerning Native American religious or cultural resources within or immediately adjacent to the project area. Up to two calls will be made to each of the Native American groups on the NAHC list to document good-faith efforts to follow-up. This coordination is for information gathering only and does not satisfy the requirement for consultation under NHPA Section 106. SWCA anticipates that the Authority, as the Responsible Entity under NHPA Section 106, will be responsible for any required Native American Tribal consultation.

FIELD RECORDATION

An SWCA archaeologist, working under an SWCA Principal Investigator who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61), will conduct a site visit and survey the approximately 10-parcel walking transects at 15 meters where possible. SWCA assumes that no isolated resources or archaeological sites will be identified during the survey. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. It is assumed that the survey effort will take a crew of one archaeologist no more than one 10-hour day to complete (inclusive of travel).

NHPA SECTION 106 TECHNICAL REPORTING

SWCA cultural resources staff will prepare the appropriate Section 106 technical reports to meet the compliance requirements under NHPA Section 106. Two reports will be prepared, one for each project site. These reports will include the results of the CCIC records search, SLF search, research, coordination efforts, and all relevant documentation related to historic properties found within and near the subject properties. The Section 106 technical reports will also provide brief project descriptions, outline a recommended Area of Potential Effects (APE), and summarize the efforts to identify historic properties. Specific to the APE, SWCA cultural resources staff will consult HUD guidelines for NHPA Section 106 review and the project description to delineate an appropriate APE that captures the potential for effects.

For this undertaking, SWCA assumes there will be a finding of “no historic properties affected” or “no adverse effects.” However, if a finding of adverse effects is made, further consultation and scope will be required to resolve adverse effects in compliance with the NHPA Section 106 requirements, as outlined under 36 CFR 800.

SWCA will submit the draft reports to the Authority for one round of review and comments. Upon receiving any comments, SWCA will provide a finalized report for digital submission to the Authority and the CHRIS CCIC, as required.

Deliverables

- Draft Section 106 technical report for each project site, submitted electronically in MS Word format
- Final Section 106 technical report for each project site, submitted electronically as Adobe PDF file

NHPA SECTION 106 SHPO CONSULTATION LETTER

SWCA will draft the State Historic Preservation Office (SHPO) consultation letters and include the Section 106 technical reports and APE maps as attachments. The SHPO consultation letters will include a description of the projects, an explanation of the APEs, the methods used in the identification of historic properties, and the findings of effect.

SWCA will submit an electronic copy (in MS Word) to Authority staff for review. Once all edits have been made, SWCA will provide the final SHPO consultation letter to the Authority to be placed on official letterhead. Upon receipt of the SHPO Concurrence Letter, the Authority will provide the letter to SWCA to include in the NEPA ERR.

Deliverables

- Draft SHPO consultation letter for each project site, submitted electronically in MS Word format
- Final SHPO consultation letter for each project site, submitted electronically as Adobe PDF file

OPTIONAL: NHPA SECTION 106 TRIBAL CONSULTATION LETTERS

Based on HUD guidelines, a project requires NHPA Section 106 tribal consultation if it involves significant ground disturbance; includes new construction in undeveloped areas; has incongruent visual, audible, or atmospheric changes; occurs on a building with significant tribal association; or involves the transfer, lease, or sale of a historic property of religious and cultural significance. In addition, although we assume that that no known archaeological sites, burial grounds, sacred landscape features, ceremonial areas, plant/animal communities, or buildings with significant tribal association fall inside the project area, the records search or field visit may result in identification of these items. Therefore, we assume that NHPA Section 106 tribal consultation letters will be required and have included this optional task in our scope.

SWCA will review the HUD Tribal Directory Assessment Tool (TDAT) for all Federally Recognized Tribes with ties to the project area. Based on a preliminary search of the TDAT, SWCA assumes that no more than three NHPA Section 106 tribal consultation letters will need to be drafted, to a total of three Federally Recognized Tribes.

SWCA will draft NHPA Section 106 tribal consultation letters and submit electronic copies (in a HUD-provided MS Word format) to Authority staff for review. Once all edits have been made, SWCA will provide the final NHPA Section 106 tribal consultation letters to the Authority for inclusion of the appropriate Authority point of contact information and signature as the Responsible Entity. Once the letters are finalized, SWCA assumes that the Authority will distribute these letters through certified mail and prepare a log for follow-up documentation. The NHPA Section 106 tribal consultation letters and responses received by the Authority will become part of the NEPA ERR.

Deliverables

- Draft Section 106 tribal consultation letters for each project site, submitted electronically in MS Word
- Final Section 106 tribal consultation letters for each project site, submitted electronically as Adobe PDF files

TASK 4: HUD NEPA ENVIRONMENTAL REVIEW RECORD

SWCA understands our role is to assist the Authority and enable the HUD grant funds to be used expeditiously and in compliance with all federal, state, and local laws and authorities. A key component to HUD programs is documenting that each project complies with HUD's NEPA requirements and review procedures under 24 CFR 58 and the associated environmental laws and requirements under Subparts 58.5 and 58.6. These include but are not limited to 24 CFR 51, Environmental Criteria and Standards; 24 CFR 55, Floodplain Management; 35 CFR 800, Protection of Historic Properties; 40 CFR 1500–1508, Council on Environmental Quality Implementation of NEPA Procedural Provisions; and 50 CFR 402, Interagency Cooperation–Endangered Species Act of 1973, as amended.

Based on our understanding of exempt activities and categorically excluded activities not subject to the related federal laws and authorities, we propose a CEST level of environmental review to comply with NEPA under 24 CFR 58. An individual CEST will be required for each of the two properties. Each CEST review is expected to potentially convert to exempt should none of the laws and authorities result in mitigation or follow-up compliance actions. Should any of the laws and authorities result in compliance measures, SWCA will assist the Authority in preparing the required Notice of Intent to Request for Release of Funds (NOI/RROF) public notice for the Authority to post or publish before the County submits HUD Form 7015.15, Request for Release of Funds to HUD, for their completion of HUD Form 7015.16, Authority for Use of Grant Funds (AUGF).

Each CEST will be prepared for the Authority's review based on the requirements of HUD regulations (24 CFR 58) using the HUD-recommended format and will be based on information obtained during the project kickoff meeting and required environmental site visit, information from the project application, a literature search, any special environmental studies conducted by the Authority, and an evaluation of the potential environmental effects of the alternatives retained for analysis. The scope of this proposal covers only the items necessary to complete that review, including the NHPA compliance. SWCA does not anticipate needing to complete additional studies such as a Phase I Environmental Site Assessment or studies for radon, asbestos, lead-based paint, geotechnical, biological, archaeological, noise, traffic, etc. at this stage. However, SWCA understands that if these studies are determined to be required and known during the scoping stage, they shall be supplied to SWCA by the Authority. If not already obtained, SWCA can provide these services for an additional fee through a change order proposal once determined necessary through discussion with the Authority.

The contents of each ERR package will include all NEPA- and HUD-required sections and will be organized consistent with HUD's recommended format. One electronic copy (in MS Word format) of each CEST package will be

submitted to the Authority for review and approval. Once the Authority has approved each CEST package, SWCA will produce electronic copies (in MS Word format [internal] and as Adobe PDF files [distribution]) and submit the final Public Review CEST, should public review be required (i.e., if the review does not convert to exempt and a NOI/RROF is required). It is assumed that all identified sources and supporting documentation will be produced electronically. Additionally, SWCA will use its HUD Online Environmental Review System (HEROS) Partner User Account to transfer all partner-level user data from each electronic CEST to HEROS for the Authority to finalize, as the Responsible Entity user.

SWCA will prepare a distribution list for the mailing of the notice and provide the notice for the Authority to arrange for publication in the local newspaper or on the County website. The NOI/RROF will provide a minimum public comment period of 7 calendar days, as required by HUD regulations (24 CFR 58.45).

After the close of the 7-day public comment period on the NOI/RROF, SWCA will compile and review any comments received on each CEST package. Comment letters will be organized by federal, state, and local jurisdictions and members of the public, and by the date the letters were received. The Authority must consider the comments and make modifications, if appropriate, in response to the comments, before completing the environmental certification and submitting the Request for Release of Funds (RROF) (24 CFR 58.43). Comment letters and comments within each letter will be numbered for easy referencing, and the responses to each comment will be numbered to allow easy correlation.

Deliverables

A complete Public Comment and Response Report will be prepared (if determined appropriate) for inclusion in each CEST ERR package, which will contain the following sections:

- Introduction (project location, description, level of review determination, and funding information)
- HUD CEST Statutory Checklist
- Summary of Findings and Conclusions
- Mitigation Measures
- List of Preparers
- Public Notice(s) (if required)
- HUD Form 7015.15 RROF prepared for signature and Responsible Entity Submission to HUD for the HUD Form 7015.16 AUGF if required (if the review does not convert to exempt)
- Copies of any special studies reports
- HUD Environmental Review Partner Worksheets

The ERR will become final in one of two ways: 1) the project will convert to exempt (no public notice, RROF, or AUGF required) or 2) HUD Form 7015.16 AUGF will be appended, once received from HUD, to complete the ERR.

PROPOSED COST

SWCA is proposing a time-and-materials, not-to-exceed budget for completion of the NEPA documentation for the project. The budget presented in Table 1 includes a summary cost breakdown by task and a total budget.

Table 1. Cost Proposal

TASK	ESTIMATED COST
Task 1: Project Kickoff and Management	\$1,852.00
Task 2: Project Description and Request for Information (2 project sites)	\$2,832.00
Task 3: NHPA Section 106 Compliance (2 project sites)	\$18,820.00
Task 4: HUD NEPA Environmental Review Record (2 CESTs)	\$22,639.00
Optional: NHPA Section 106 Tribal Consultation Letters	\$1,168.00
TOTAL (NOT INCLUDING OPTIONAL TASK):	\$46,143.00

COST ASSUMPTIONS

The cost estimate in Table 1 is based on the below assumptions. Some of these items are beyond SWCA's control and could significantly affect project schedule and cost.

1. All Section 106 documentation will be prepared in accordance with the requirements for NHPA Section 106 consultation. Additional reporting with other regulatory frameworks, including but not limited to the California Environmental Quality Act (CEQA), will be treated as an additional service and will require additional scoping and a change order.
2. SWCA assumes that CCIC records and/or NAHC SLF search results will be received no later than 30 days from the request. However, processing times can vary, causing impacts to the schedule that are beyond our control.
3. One qualified archaeologist will complete the cultural resources pedestrian survey for both sites in one full 10-hour day, including travel time. If additional time is needed to complete the survey, additional funds may be requested.
4. SWCA assumes that no cultural resources will be identified during the records search or survey efforts. If additional survey, documentation, testing, or evaluation is needed, additional scoping and a change order will be required.
5. Because the buildings on the subject properties are not of historic age (50 years or less) no assessment of the built environment will be required.
6. SWCA assumes that the recommended NHPA finding will most likely be "no historic properties affected" or "no adverse effects." If a finding of "adverse effects" is made, subsequent steps to resolve adverse effects, including the development of appropriate mitigation measures and preparation of a Memorandum of Agreement, will be required, necessitating additional scoping and a change order.
7. SWCA assumes that a conservative APE will be appropriate for the NHPA Section 106 consultation effort. If SHPO disagrees with the recommended APE and requests subsequent study of additional properties, this will require additional scoping and will be addressed through a change order.
8. One draft and one final copy of the Section 106 technical reports will be required with only one round of comment and review. All reports will be transmitted electronically, and no hard copies will be required.
9. Paleontology is not included as part of this scope; if a paleontology review is needed for the project, additional scoping and a change order will be required.

10. SWCA may respond to up to one round of comments or questions from SHPO on behalf of the Responsible Entity.
11. SWCA assumes the appropriate level of NEPA review will be a CEST. If a different level of review is determined to be appropriate, SWCA can provide a revised scope to facilitate a contract amendment.
12. We assume the project description will not be substantially altered after finalization by the project team.
13. The project site is known to be located within a special flood hazard area or mapped wetland feature; therefore, compliance with Executive Orders 11988 and 11990 and associated noticing is anticipated to be required and is included in the cost of the CEST.
14. We assume all deliverables will be provided in electronic format (MS Word and Adobe PDF); no hard copies will be provided.
15. We assume in-person attendance at meetings will not be required.
16. SWCA reserves the right to revise the scope and cost estimate in the event of extended delays in the process (e.g., 6 months).
17. SWCA reserves the right to utilize the overall project funding and will not be held to phase or task limits so long as the overall budget is not exceeded.
18. This cost estimate is valid for 90 days from the date of the proposal, after which time SWCA reserves the right to submit a new cost estimate, and staffing plan.

RELEVANT PROJECT EXPERIENCE

COUNTY OF BUTTE, CDBG-DR ROAD INFRASTRUCTURE ENVIRONMENTAL SERVICES

Project Owner / SWCA Client: County of Butte Department of Public Works

Dates of Service Contract: 2023-2025

Location: Butte County, California

SWCA was retained by the County of Butte Public Services Department for support in preparing CEQA and NEPA compliance documentation for eight road improvement projects throughout Butte County. The County of Butte sought CDBG-DR and Federal Emergency Management Agency Public Assistance (FEMA-PA) funding for these projects, which involved cape seal surface repair and full-depth reclamation activities to repair road infrastructure damaged by the 2018 Camp Fire. SWCA assisted the County of Butte with California HCD consultation, preparation of detailed project descriptions for each of the eight projects, preliminary site visits, preparation of cultural resources survey reports for SHPO consultation and NHPA Section 106 compliance, preparation of No Effect Memoranda for Endangered Species Act (ESA) compliance, preparation of CESTs for NEPA compliance, and preparation of Categorical Exemptions for CEQA compliance.

COUNTY OF BUTTE, CDBG-DR OPHIR ROAD ENVIRONMENTAL SERVICES

Project Owner / SWCA Client: County of Butte Department of Public Works

Dates of Service Contract: 2023–2025

Location: Butte County, California

SWCA was retained by the County of Butte Public Services Department to support the preparation of CEQA and NEPA compliance documentation for the Ophir Road Infrastructure Improvement Project. The County of Butte sought CDBG-DR funding for this project, which involved cape seal surface repair for a segment of Ophir Road that was damaged by the 2018 Camp Fire. SWCA assisted the County with California HCD consultation, preparation of a detailed project description, a preliminary site visit, preparation of a cultural resources survey report for SHPO

consultation and NHPA Section 106 compliance, preparation of a No Effect Memorandum for ESA compliance, preparation of a CEST for NEPA compliance, and preparation of a Categorical Exemption for CEQA compliance.

CALIFORNIA HCD, 2017–2018 CDBG-DR WILDFIRE RECOVERY TIER II SUPPORT

Project Owner / SWCA Client: California Department of Housing and Community Development

Dates of Service Contract: 2021–Present (ongoing)

Location: Multiple Counties, California

SWCA is overseeing environmental review compliance for CDBG-DR-funded single-family residential wildfire recovery programs in 13 California counties. The ReCoverCA program provides repairs or replacement housing to homeowners whose residences were damaged or destroyed by 2017 and 2018 wildfires. SWCA provides on-call technical assistance with Tier I documents and 24 CFR 58 policy questions and completes the required Tier II environmental site-specific reviews. Part of SWCA's services have included creating a programmatic agreement for HCD's CDBG-DR and CDBG-MIT-funded programs that is currently under review by the California SHPO.

FRESNO HOUSING AUTHORITY, ON-CALL NEPA ENVIRONMENTAL COMPLIANCE SERVICES

Project Owner / SWCA Client: Fresno Housing Authority

Dates of Service Contract: 2022–Present (ongoing)

Location: Fresno County, California

SWCA was retained by Fresno Housing Authority to provide NEPA compliance under 24 CFR 58 for their HUD-funded projects. As Fresno Housing Authority is not a HUD grantee, it is awarded funds from the City of Fresno to facilitate projects that meet its annual goals to develop affordable housing in Fresno. In addition to providing NEPA compliance in completing Fresno Housing Authority's ERRs annually, SWCA provides Phase I and II Environmental Site Assessments and other supplemental environmental studies to support NEPA compliance. All projects assigned to SWCA have been completed in a timely manner in accordance with our agreed-upon schedule and within budget without the need for change orders.

WHAT OUR CLIENTS SAY

"WOW! Awesome turnaround! The homeowner will be MOST appreciative. Thank you kindly."

–André Best, Environmental Quality Specialist,
City of Phoenix Neighborhood Services
Department, HUD NEPA on-call emergency site-specific review completed in 5 hours from assignment for a property without air conditioning

FRESNO METRO MINISTRY, ST. REST FOOD TO SHARE HUD NEPA COMPLIANCE

Project Owner / SWCA Client: Fresno Metro Ministry

Dates of Service Contract: 2022–2023

Location: Fresno County, California

SWCA was retained by the Fresno Metro Ministry to provide NEPA compliance under 24 CFR 58 for their HUD-funded project, which included the renovation of an existing 5,852-square-foot warehouse and the construction of a new 4,000-square-foot, two-story community building to establish a food redistribution hub and community support center. The project received both HUD Community Project Funding in addition to a Brownfield Redevelopment Grant from the U.S. Environmental Protection Agency. SWCA assisted with interagency coordination to ensure the most efficient NEPA document preparation and completed the EA within 45 days of notice to proceed.

COUNTY OF ORANGE HOUSING AND COMMUNITY DEVELOPMENT DIVISION, ON-CALL HUD NEPA COMPLIANCE

Project Owner / SWCA Client: County of Orange Housing and Community Development Division

Dates of Service Contract: 2025–Present (ongoing)

Location: Orange County, California

SWCA has been retained by the County of Orange Housing and Community Development Division to provide general HUD NEPA consulting services and SME guidance and to produce ERRs for their CDBG, HOME and other HUD-funded projects annually. SWCA works with the County of Orange to ensure their policies and procedures will withstand HUD monitoring events and produces environmental reviews under various levels ranging from Exempt to EAs compliant with 24 CFR 58.

YOLO COUNTY HOUSING AUTHORITY, HUD NEPA COMPLIANCE

Project Owner / SWCA Client: Yolo County Housing Authority

Dates of Service Contract: 2025–Present (ongoing)

Location: Yolo County, California

SWCA has been retained by the Yolo County Housing Authority (YCH) to provide HUD NEPA compliance under 24 CFR 58 for their 12 affordable housing developments across Yolo County. SWCA has assisted YCH by reviewing their 5-year Capital Fund Program plan goals, identifying the correct level of review for all locations and planned activities, and completing the 12 EA reviews for each of the properties, as well as coordinating all required supportive studies.

HOUSING AUTHORITY OF SAN LUIS OBISPO, ANDERSON HOTEL APARTMENTS NEPA SERVICES

Project Owner / SWCA Client: Housing Authority of San Luis Obispo

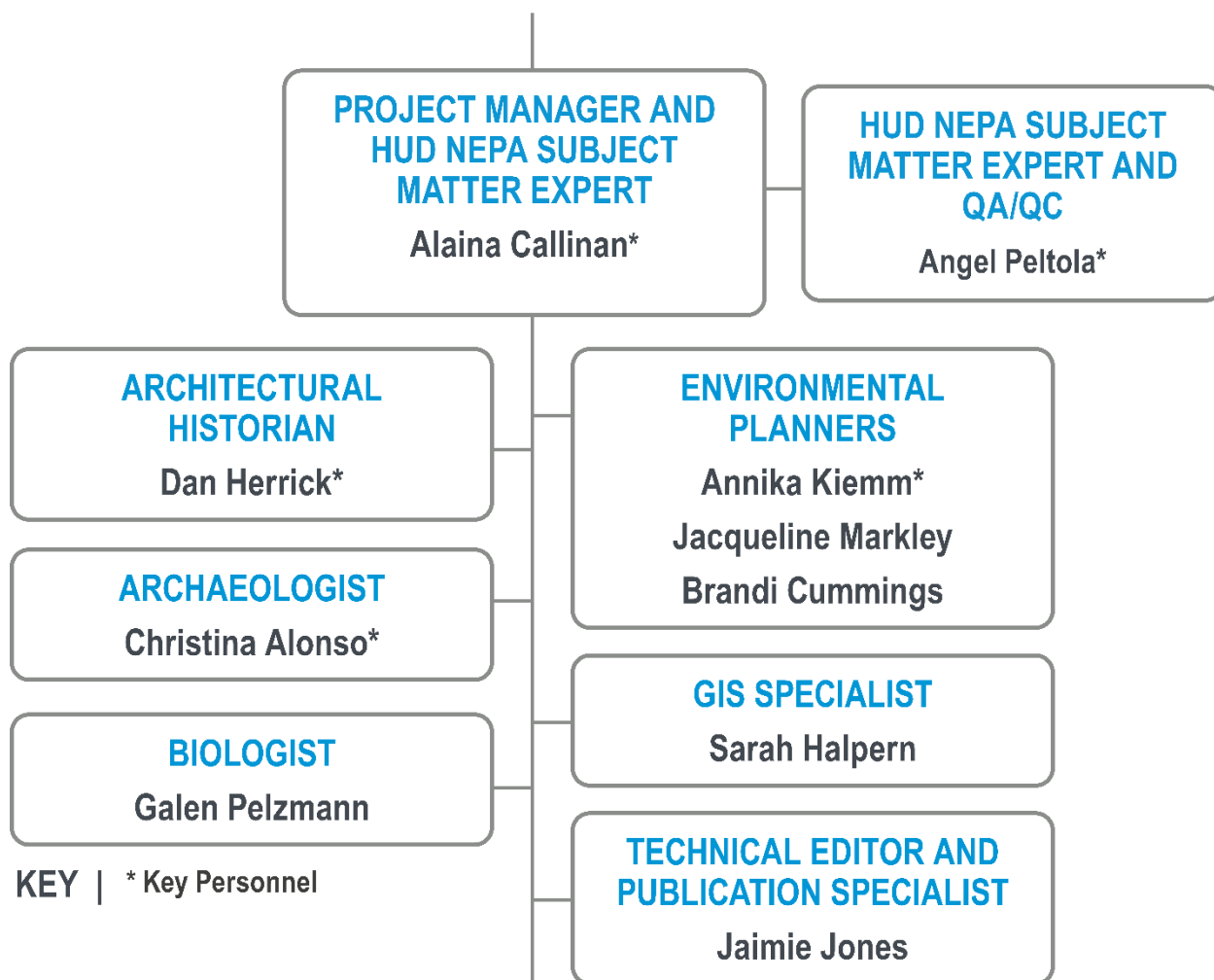
Dates of Service Contract: 2022–2023

Location: San Luis Obispo County, California

SWCA was retained by the Housing Authority of San Luis Obispo (HASLO) to provide NEPA compliance under 24 CFR 58 for the HUD-funded Anderson Hotel Apartments Rehabilitation Project, which consists of the acquisition and substantial renovation of an existing 68-unit mixed-use affordable housing building at 955 Monterey Street, San Luis Obispo, San Luis Obispo County, California. Two manager's units are proposed in addition to 66 apartments that would qualify as affordable housing for a minimum of 55 years pursuant to the California Tax Credit Allocation Committee program. The proposed unit mix would include 40 units of permanent supportive housing for the target populations of persons experiencing homelessness or at risk of homelessness. The Anderson Hotel is a locally listed historic resource by the City of San Luis Obispo (No. 107) but is not on a federal or state historic listing or register. The five-story (plus basement) Anderson Hotel was originally constructed from 1922 to 1923 as a hotel with 95 rooms. A five-story annex was constructed in 1930 and maintained the Mediterranean/Italianate style by continuing the façade patterning and adding a terra cotta-tiled roof tower. In the early 1970s, the hotel was renovated into the current configuration of apartments, common space, and retail uses on the ground floor, which surround the two building entrances to the main building lobby. The proposed sources of funds would be used to substantially renovate the existing building and create a ground lease/leasehold ownership structure whereby a limited partnership will own the apartments and HASLO will retain ownership of the land and first-floor retail spaces. SWCA prepared the EA and corresponding ESA and NHPA technical studies for this project.

TEAM QUALIFICATIONS

Our proposed team is equipped with a team of seasoned professionals, including [Project Manager / HUD NEPA Subject Matter Expert Alaina Callinan](#), who offers over a decade of expertise in NEPA and HUD grant management, ensuring efficient and precise navigation of federal and state environmental processes. Our extensive experience with Merced County and HUD projects nationwide positions us as the ideal team for the Authority's environmental review needs.



ALAINA CALLINAN, PROJECT MANAGER/HUD NEPA SUBJECT MATTER EXPERT

Alaina Callinan is an experienced environmental scientist with demonstrated history of increasing responsibility in both the private and public sector. Alaina is proficient in both policy analysis and compliance with regulatory agencies, specifically concerning NEPA and the New York State Environmental Quality Review Act. She has acted as a project manager specializing in ecological services including permitting, wetlands/water resources and endangered species for several years before working as the Assistant Director for Orange County New York's Office of Community Development. Alaina demonstrates strong research and program management skills enhanced by the ability to multitask and manage multiple projects simultaneously. Alaina is currently serving as a program manager for five on-call contracts for agencies in California providing services consistent with those requested under this contract.

ANGEL PELTOLA, HUD NEPA SUBJECT MATTER EXPERT AND QA/QC

Angel Peltola is a disaster recovery, NEPA compliance specialist for SWCA's Gulf Coast operations. Her technical experience includes preparation and review of 24 CFR 58 compliance documents, and review of federal and state agency consultation and permitting requirements. Angel has provided numerous trainings on all areas of Part 58 requirements to both private and public sector audiences. Having served as the subject matter expert in environmental oversight for the State of Texas Disaster Recovery and Mitigation programs, she is proficient in ensuring compliance on a variety of housing and infrastructure projects for various levels of environmental review. She is well versed in each step of environmental monitoring and understands the requirements needed to achieve outcomes in alignment with regulatory oversight mandated by HUD. Angel will provide high-level QA/QC support as needed for all project deliverables.

ANNIKA KIEMM, ENVIRONMENTAL PLANNER

Annika Kiemm is an environmental planner who specializes in CEQA development strategies. As an environmental planner, she has developed skills and knowledge related to effective CEQA strategies for a variety of projects. She is efficient in technical, communication, and writing skills. She is willing and able to work on a variety of projects and technical aspects.

Annika has prepared environmental documents for CEQA/NEPA review for a variety of federal, state, and local agencies. She has experience evaluating a variety of necessary environmental resources identified by CEQA. Annika is proficiently gaining experience and knowledge through close coordination with her project manager and is applying these skills to each project she is involved in. Annika has served as a primary author for over 20 NEPA documents for projects receiving federal HUD funding.

CHRISTINA ALONSO, ARCHAEOLOGIST

Christina Alonso is an archaeologist project manager at the SWCA Half Moon Bay office. She has 15 years of experience specifically in cultural resource management with investigations in support of CEQA, Section 106 of the NHPA, and NEPA. Her professional experience includes all phases of survey, excavation, laboratory analysis, research design, report preparation, construction monitoring, Native American consultation, and project management. She has prepared numerous technical reports and environmental documents for compliance NEPA, CEQA, and Section 106 and 110 of the NHPA. She has conducted projects involving gas and electric, utilities, and private developers, and in cooperation with agencies such as the Bureau of Land Management, California Energy Commission, U.S. Army Corps of Engineers, and the U.S. Forest Service.

DAN HERRICK, ARCHITECTURAL HISTORIAN

Dan Herrick has been a practicing historic preservation professional in the western United States for much of the last decade. Dan is proficient in documenting and evaluating cultural resources, preparing Secretary of the Interior's Standards analyses, and completing a variety of historic preservation planning documents. Through extensive

research experience, Dan is familiar with a variety of national and regional historical contexts, but has a notably strong understanding of the recently built environment. He is adept at developing creative mitigation measures with an emphasis on public benefit. Recent projects involved navigating complex regulatory nexuses related to the built environment as part of larger permitting and compliance strategies. This includes preparing documents and performing multi-party outreach to meet technical reporting and consultation requirements under Section 106 of the NHPA and CEQA. Dan brings cross-discipline knowledge and implements a holistic approach to all projects to provide a thorough and well executed product.

“ The SWCA team, led by project manager Alaina Callinan, was able to complete the review in a timely manner and ensured consistent and clear communication on project milestones. The Environmental Assessment was completed thoroughly and in compliance with all laws and regulations and was accepted by the Responsible Entity with no comments. As a small non-profit, access to resources provided by SWCA is instrumental in our ability to continue our mission. ”

– *Beaches Habitat for Humanity*

SWCA

Appendix A: Required Forms

HOUSING AUTHORITY OF THE COUNTY OF MERCED QUOTE FORM

Due to the estimated cost of this procurement falling under the State and Federal Small Purchase Threshold of **\$250,000.00**, the Authority is procuring these services using the non-formal request, Quotes for Small Purchase (QSP), process. This informal QSP process means formal Request for Proposals (RFP) requirements (i.e., bid bonds, public bid opening, etc.) and formal protest procedures do not apply. The Authority reserves the right to issue modifications to this QSP at any time, award the proposed project to more than one firm, reject any or all quotes, and ask for any clarifications or verifications from Respondents at any time.

Quote Submittal Instructions: The Authority is requesting this page 7 and the additional attachment documents (*) referenced within be submitted by the due date as indicated in this QSP.

By submitting a quote response, the contractor agrees to abide by all applicable laws, ordinances, and regulations. The undersigned, being familiar with local conditions affecting the cost of work, and with the specifications, found in the QSP; Quote Form; General Scope of Work - as described in this solicitation including, but not limited to employee wages and costs, tools, equipment, licensing, and insurance, etc.,; and Addenda, if any thereto, as prepared by and on file in the offices of the Housing Authority of the County of Merced, hereby proposes to furnish all labor and services required to complete the project, all in accordance with the specifications, in the amount listed on Attachment I.

Quote Submitted By:

Company: SWCA Incorporated dba SWCA Environmental Consultants

By (Print Name) Brooke Langle, Vice President,
Northern and Central California Date: June 26, 2025

Address: 4111 Broad Street, Suite 210, San Luis Obispo, CA 93401
(Street, City, State, Zip)

Phone #: (805) 543-7192 Fax: N/A Email: brooke.langle@swca.com

Signature: 
(Authorized Principal or Officer)

FORM OF NON-COLLUSIVE AFFIDAVIT

Denis Henry, being first duly sworn, deposes and says:
(name of signer)

That he/she, is the Chief Financial Officer (a/an owner, partner, officer of the firm, etc.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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



SIGNATURE OF BIDDER:
if bidder is an individual
SIGNATURE OF PARTNER:
if bidder is a partnership;
SIGNATURE OF OFFICER:
if bidder is a corporation;

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Arizona }
County of Maricopa } §

Subscribed and sworn to (or affirmed) before me on this 12th day of June, 2025, by

(1) Denis Henry,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)
(,) (and

(2) _____ ,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me)

Signature Kim Wells
(Signature of Notary Public)



My commission expires February 10, 2027.

PROFILE OF FIRM FORM

1. Prime ☒ Sub-contractor ☐

2. Name of Firm: SWCA, Incorporated dba SWCA Environmental Consultants

Contact Person: Alaina Callinan, National Environmental Policy Act (NEPA) Manager

Telephone: (413) 256-0202 Cell:

Fax: Email: alaina.callinan@swca.com

Secondary Email: pasmktg@swca.com

3. Street Address, City, State, Zip:

4111 Broad Street, Suite 210, San Luis Obispo, CA 93401

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

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

a) Year Firm Established; (b) Former Business Name and Year Established
(if applicable)

Please see within our qualifications document.

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP
N/A, Employee-Owned.		
SWCA ESOP Plan and Trust, established in 1998.		

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

NAME	TITLE
Alaina Callinan	Project Manager / HUD NEPA SME

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

☒ Caucasian (Male) 45 %
 ☒ Caucasian (Female) 55 %
 ☐ Public-Held Corporation _____ %
 ☐ Government Agency _____ %
 ☐ Non-Profit Organization _____ %

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

☐ Resident-Owned _____ %
 ☐ African American _____ %
 ☐ Native American _____ %
 ☐ Hispanic _____ %
 ☐ Asian/Pacific Islander _____ %
 ☐ Woman-Owned (MBE) _____ %

☐ Disabled Veteran _____ %
☒ Other (Specify): N/A %

WMBE Certification Number: N/A

Certified by (Agency): _____

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

9. Federal Tax ID No.: 86-0483317

10. City/County Business Licenses:

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

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

Stock Corporation - 2372849

12. Worker's Compensation Insurance Carrier: Valley Forge Insurance Company

Policy No.: 7039732067 Expiration Date: 08/25/2025

13. General Liability Insurance Carrier: Continental Insurance Company

Policy No. 7039732036 Expiration Date: 08/25/2025

14. Automobile Liability Insurance Carrier: Continental Casualty Company

Policy No. 7039732053 Expiration Date: 08/25/2025

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

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

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

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

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


Signature

Brooke Langle, Vice President, Northern
and Central California

Printed Name

June 26, 2025

Date

SWCA, Incorporated dba SWCA
Environmental Consultants

Company

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

Dear Contractor,

Please provide the information below:

Company Name: SWCA, Incorporated dba SWCA Environmental Consultants

Owner/President Name: N/A, Employee-Owned. SWCA ESOP Plan and Trust, established in 1998.

Co-Owner/Vice President Name: _____

Business/Contractor License #: 86-0483317

Contractor Section 3 Status: No ☒ Yes _____

Sub-Contractor Company Name: N/A

Sub-Contractor Owner/President Name: _____

Sub-Contractor Co-Owner/Vice President Name: _____

Sub-Contractor Business/Contractor License #: _____

Sub- Contractor Section 3 Status: No _____ Yes _____

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

- A. Small Business Enterprise (SBE): _____
- B. Disadvantaged Business Enterprise (DBE): _____
- C. Minority-Owned Business Enterprise (MBE) please check below:
 - 1. White Americans _____
 - 2. Black Americans _____
 - 3. Native Americans _____
 - 4. Hispanic Americans _____
 - 5. Asians/Pacific Americans _____
 - 6. Hasidic Jews _____
- D. Woman-Owned Business Enterprise (WBE): _____
- E. Not Applicable: ☒

Thank you for your cooperation!

Quote for Small Purchase Environmental Review Cost Form**QSP #2025-18: Environmental Review CDBG-DR Migrant Resiliency Program**

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by The Housing Authority of the County of Merced (Authority), hereby proposes to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, permits and services, including utility and transportation services, necessary to satisfactorily complete all work required as stated in the Scope of Work in the amount of:

BASE QUOTE PRICE:

\$ _____ \$46,143_Dollars/ 00_Cents

(\$46,143.00 _____)

Addendum/Addenda Acknowledgement

Please acknowledge receipt of addendum/addenda by initialing and dating below:

	Initials	Date issued
# 1	BL	June 12, 2025
# 2	BL	June 18, 2025
# 3	BL	June 18, 2025
#		
N/A		No Addendum Issued

In submitting this quote, it is understood that the Authority reserves the right to sole and exclusive judgment in the determination of the qualifications of the respondent. Further, the Authority reserves the right to reject any and all quotes and further reserves the right to waive any informalities or irregularities in the quotes or to accept or select any quote that the Authority, in its sole and absolute discretion, determines best meets its needs.

SWCA, Incorporated dba

COMPANY NAME: SWCA Environmental Consultants DATE: June 26, 2025

RESPONDENT SIGNATURE:



(Signature of Authorized Representative)

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E.Camelback Rd. Suite 250 Phoenix, AZ 85016	CONTACT NAME: Isai Gomez PHONE (A/C, No, Ext): 602-374-1341 FAX (A/C, No): E-MAIL ADDRESS: isai.gomez@usi.com														
INSURED SWCA, Incorporated 20 East Thomas Road, Suite 1700 Phoenix, AZ 85012	<table border="1"> <thead> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1568 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1437 478">INSURER A : Continental Insurance Company</td> <td data-bbox="1437 451 1568 478">35289</td> </tr> <tr> <td data-bbox="815 478 1437 506">INSURER B : National Fire Insurance Co. of Hartford</td> <td data-bbox="1437 478 1568 506">20478</td> </tr> <tr> <td data-bbox="815 506 1437 533">INSURER C : Valley Forge Insurance Company</td> <td data-bbox="1437 506 1568 533">20508</td> </tr> <tr> <td data-bbox="815 533 1437 560">INSURER D : Steadfast Insurance Company</td> <td data-bbox="1437 533 1568 560">26387</td> </tr> <tr> <td data-bbox="815 560 1437 588">INSURER E : Continental Casualty Company</td> <td data-bbox="1437 560 1568 588">20443</td> </tr> <tr> <td data-bbox="815 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1568 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Insurance Company	35289	INSURER B : National Fire Insurance Co. of Hartford	20478	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Steadfast Insurance Company	26387	INSURER E : Continental Casualty Company	20443	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	7039732036	07/26/2024	08/25/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Max Agg \$10,000,000
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	7039732053	07/26/2024	08/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10,000	X	X	7039732084	07/26/2024	08/25/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N		X	7039732070 (AOS)	07/26/2024	08/25/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	7039732067 (CA)	07/26/2024	08/25/2025	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Enviro. Liab Prof			PEC992416902	07/26/2024	08/25/2025	\$15,000,000 Each Claim
D	Contractors Poll* Prof -Claims Made	X	X	PEC992416902	07/26/2024	08/25/2025	\$15,000,000 Aggregate \$100,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****Environmental Professional Liability Policy Each Claim/Aggregate Limits / Retro Dates as follows:**

\$15,000,000/\$15,000,000 retro date 7/26/2022; \$10,000,000/\$10,000,000 retro date 7/26/2019 7/25/2022

\$5,000,000/\$5,000,000 retro date 2/28/1990 7/25/2019

****Various other Coverages/Limits Retro Dates Apply. *Pollution Liability Occurrence Form 7/26/2022.**

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

SWCA, Incorporated 20 East Thomas Road, Suite 1700 Phoenix, AZ 85012-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Companies

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

- A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, **remove "C"** from the entity number. Note, **a basic search will search only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

- An Advanced search is required when searching for publicly traded disclosure information or a status other than active.
- An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

swca environmental consultants



Advanced

Results: 1

Entity Information	Initial Filing Date	Status	Entity Type	Formed In	Agent
SWCA ENVIRONMENTAL CONSULTANTS (2372849)	12/19/2001	Active	Stock Corporation - Out of State - Stock	ARIZONA	C T CORPORATION SYSTEM

SWCA ENVIRONMENTAL CONSULTANTS (2372849)



Initial Filing Date	12/19/2001
Status	Active
Standing - SOS	Good
Standing - FTB	Good
Standing - Agent	Good
Standing - VCFCF	Good
Formed In	ARIZONA
Foreign Name	SWCA, INCORPORATED
Entity Type	Stock Corporation - Out of State - Stock
Principal Address	20 E THOMAS ROAD SUITE 1700 PHOENIX, AZ 85012
Mailing Address	20 E THOMAS ROAD SUITE 1700 PHOENIX, AZ 85012
Statement of Info Due Date	12/31/2025
Agent	1505 Corporation C T CORPORATION SYSTEM
CA Registered Corporate (1505) Agent Authorized Employee(s)	AMANDA GARCIA 330 N BRAND BLVD, GLENDALE, CA GABRIELA SANCHEZ 330 N BRAND BLVD, GLENDALE, CA DAISY MONTENEGRO 330 N BRAND BLVD, GLENDALE, CA BEATRICE CASAREZ-BARRIENTEZ 330 N BRAND BLVD, GLENDALE, CA JESSIE GASTELUM



Housing Authority of the County of Merced
405 U STREET, MERCED, CA. 95341
PHONE (209) 722-3501; TDD 711 or 800-855-7100
www.merced-pha.com

ADDENDUM #1

June 12, 2025

QSP #2025-18: Environmental Review CDBG-DR

Questions and Answers

1. Question: May the Authority confirm if only “Section 3 Certified Business” companies are allowed to submit?

A. The Environmental Review is open to all, Section 3 Certification is not a requirement.

END OF ADDENDUM #1



Housing Authority of the County of Merced
405 U STREET, MERCED, CA. 95341
PHONE (209) 722-3501; TDD 711 or 800-855-7100
www.merced-pha.com

June 18, 2025

ADDENDUM #2

QSP #2025-18: Environmental Review CDBG-DR

Questions and Answers

Questions for Bid QSP #2025-18 - Environmental Review QSP# 2025-18 for CDBG-DR

Question #1

Can we include qualifications in our submission? We would like to present the following information in a concise format: our staff's experience, relevant project experience, and our approach. Will including these elements affect our evaluation negatively?

Answers

Yes, Qualifications may be included. this will not change the evaluation in the negative.

Answer

Archive

Reject

Question #2

Are there specific cost requirements in addition to the Quote for Small Purchase Environmental Review Cost Form that we need to adhere to? If so, could you please provide detailed information on these requirements?

Answers

There are no other costs the Authority is aware of. The Submittal should include all considerations the submitter knows the review will consist of. Anything that comes up will need to be reviewed by both the Authority and the firm awarded.

Answer

Archive

Reject

Question #3

Can you please share the HUD Forms referred to as Attachments G and H?

Answers

The HUD forms are in the solicitation Packet. In the PDF Document they would be page 29-31. The Documents are between attachment F and I.

Answer

Archive

Reject

Question #4

Could you please provide us with a sample contract?

Answers

This is added as addendum #2

Answer

Archive

Reject



Housing Authority of the County of Merced

405 U STREET, MERCED, CA. 95341

PHONE (209) 722-3501; TDD 711 or 800-855-7100

www.merced-pha.com

CONTRACT 2025-##

DATE: _____

JOB DESCRIPTION: Work will consist of providing Environmental Review Services to review the potential environmental impact potential projects may cause. Preparation of the environmental review includes deciding of and preparation of all necessary reports and documentation, in accordance with Code of Federal Regulations 24 (24 CFR), Part 58, as to the impact on the environment of all covered activities, for projects funded by a Community Development Block Grant-Disaster Recovery (CDBG-DR) for the Merced and Planada Migrant Centers.

CONTRACT NUMBER: 2025-##

CONTRACT AMOUNT:

\$ _____ Dollars/ _____ Cents
(\$ _____) **Total Contract Not to Exceed (NTE): \$100,000.00**

This agreement is hereby entered into on this ## day of Month, Year by and between **CONTRACTOR** hereinafter called "CONTRACTOR", and the **HOUSING AUTHORITY OF THE COUNTY OF MERCED, 405 "U" STREET, MERCED, CA. 95341**, hereinafter called the "AUTHORITY," WITNESSETH, that the Contractor and the Authority for the consideration stated herein, mutually agree as follows, Services pursuant to this contract shall begin on the day as specified in the Notice to Proceed. The work required for the Environmental Review will not be deemed complete until such documentation is in place and determined by the Authority. This determination will include the Environmental Review being signed off and accepted by each City/County Certifying Officer [24 CFR 58.2 (a)(2)]; and by the Authority receiving satisfactory authorization from Housing and Urban De HUD and the California Department of Housing and Community Development (HCD) entities.

ARTICLE I: Statement of Work:

The contractor shall furnish all labor, tools, equipment and services to perform and complete all work as directed by the Authority and as described in **Quote for Small Purchase (QSP) #2025-18** Scope of Work and this Contract for the CDBG-DR Grant. The work shall begin as specified in the Notice to proceed and continue through and up until all reports are accepted and signed off by each City/County Certifying Officer.

ARTICLE II: The Contract Price:

The Authority shall pay the contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the contract and as noted in vendors submittal to "QSP #2025-18, Environmental Review CDBG-DR". Payments are to be made to the CONTRACTOR within 30 days upon receipt of invoice until such time as the contract has been completed. **TOTAL CONTRACT AMOUNT NTE \$100,000.00**

ARTICLE III: Change Orders:

The Contracting Officer, is the only person who has authority to modify any term or condition of this agreement. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. The contractor shall not begin any specific assigned Change Order/s without the receipt of an executed Change Order from the Contracting Officer or his/her designated Authority representative. This shall be completed as follows:

1. When a change to the contract is deemed necessary, a Change Order Request will be filled out by contractor and submitted to the Authority for review.
2. The Authority will review request and issue a Change Order to contractor for acceptance and execution, or deny the request as deemed applicable.
3. Written requests and approval are required for all changes in services.
4. The Authority Board of Commissioners shall be notified of Change Order(s) in which the cumulative total is equal to or exceeds 10% of the bid amount.
5. The Authority Board of Commissioners shall approve Change Order(s) in which the cumulative total is equal to or exceeds 20% of original contract amount, prior to execution and commencing of the work.

ARTICLE IV: Insurance and Indemnification:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall list "Housing Authority of the County of Merced" as the additionally insured on all Certificates of Insurance (COI) forms. Insurance cards are not acceptable, COI must show minimum limits of Insurance as noted in below section "2, minimum limits of Insurance"

1. **Minimum Scope of Insurance** - Coverage shall be at least as broad as:
 - A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 10 01).

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

2. **Minimum Limits of Insurance:** Contractor shall maintain limits no less than:

- A. **General Liability:** \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
- C. **Worker's Compensation (statutory limits) and Employer's Liability:** \$1,000,000 per accident for Bodily Injury or Disease.

Note: These limits can be attained by individual policies or by combining primary and umbrella policies.

3. **Deductibles and self-insured retentions:**

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

4. **Other Insurance Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. The Authority, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
- B. For claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to the Authority, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by

the Authority, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance.

- C. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
- D. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.
- E. Waiver of Subrogation Rights: The Contract shall require the carriers of the above required coverage to waive all rights of subrogation against the Authority, its officers, employees, agents and volunteers.
- F. Acceptability of Insurance: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than B+:VI. Contractor must provide written verification of their insurer's rating.
- G. Verification of Coverage: Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiency. The Authority 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.
- H. Sub-Contractors: The use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractor's work begins. All coverage for sub-contractors shall be subject to all of the requirements stated above.

NOTE: The General Contractor's Commercial General Liability insurance should not include GC 2294 or GC 2295 as this endorsement will eliminate the General Coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

Insurance certificates shall be delivered to:

Housing Authority of the County of Merced

ATTN: Procurement Dept.

405 U Street, Merced, CA. 95341

Email: evelync@merced-pha.com

5. Indemnification:

Contractor shall indemnify and defend the Authority, its officers, officials, employees, volunteers, agents and assigns and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgments and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

ARTICLE V: Contractor's Obligations:

In addition to the specific services detailed herein that the Contractor is required to provide, the Contractor shall be responsible for the following:

1. Licenses: The Contractor shall have and maintain all required licenses necessary to conduct business in the County of Merced; Cities of Merced, Atwater, Livingston, Los Banos and Dos Palos, and State of California. All licenses must be kept up-to-date for the duration of this contract. ***Copies of all licenses must be submitted at or prior to contract signing.*** Failure to maintain these licenses in a current status during the term(s) of this contract shall constitute a material breach thereof.
2. Qualified Personnel: The contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in a manner generally accepted in the industry and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.
 - A. Employee Screening: Contractor shall ensure that any employee performing services on Authority property is not registered and/or is not required to register as a sex offender pursuant to California Penal Code Section 290. In order to protect the public and minimize exposure to liability and risk, the Authority reserves the right to require the removal of any Contractor employee who, in the sole discretion of the Authority, presents a risk to the health or safety of any Authority resident or the general public.
 - B. Contractor Management of Employees: Nothing in this Agreement shall be construed to limit Contractor's right to manage its workforce (including existing employees), including its right to promote, demote, hire, discipline, discharge, train, re-train, or otherwise make personnel decisions, subject to the limitations imposed by law or this Agreement.
 - C. All personnel shall be neat in appearance and shall conduct their work in a professional manner with minimal disturbance to the contracting party

and its tenants. If any of the Contractor's personnel are not satisfactory to the owner or the property manager, the Contractor shall replace such personnel with those who are satisfactory.

- D. Contractor shall use all reasonable care, consistent with its rights to manage and control its operation, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the owner's place of business or which interfere or are likely to interfere with the operations of business.
- E. All employees of the Contractor, subcontractors or other representatives, shall be skilled in the type of work for which they are employed on the project and shall work under direction of competent superintendent. Should the Authority deem anyone employed in the work incompetent or unfit for his/her duties, the Contractor shall remove such employee from the work and shall not reemploy them on work within the Authority on this project or any other project without written permission from the Authority.
- F. Contractor shall immediately give such notice to the Authority to be followed by written progress reports, as shall be reasonably necessary to advise the Authority of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof that Contractor, in its opinion, believes may interfere with the operation of the business. Contractor shall use its best efforts to resolve any such complaints, troubles, disputes or controversy

3. Work on Authority Property:

- A. The Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall indemnify the Authority, and its officers, agents, volunteers, and employees against all loss, which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

ARTICLE VI: Joinder Language: Purchases by Other Public Agencies ("Piggy-Back")

Contractor acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of Agreement. The services and/or purchases being offered in the Contract Documents, Fee Submission and/or Best and Final Offer and for the same prices and/or terms proposed therein. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by case basis. Before the Authority permits another Public Agency to Piggy-Back any contract, the Authority shall first obtain the awarded Contractor's approval. Without the Contractor's approval, the Authority cannot permit the requesting Public Agency the right to Piggy-Back. In the event the awarded contractor allows another Public Agency to join the Authority Contract, it is expressly understood that the Authority shall in no way be liable for the joining Public Agency obligations to the awarded Contractor in any manner whatsoever.

ARTICLE VII: Harassment/Discrimination:

Contractor shall properly train, manage, and supervise its employees, subcontractors and agents with regard to workplace harassment and discrimination of any unlawful kind. The Contractor shall comply with all statutory, regulatory and executive order requirements pertaining to Civil Rights, equal opportunity, and nondiscrimination, as those requirements now exist or as they may be enacted promulgated or amended. These requirements include, but shall not be limited to, compliance with, at least, the following authorities:

1. Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d; 24 CFR part 1)
2. The Fair Housing Act (42 U.S.C. 3601-3619; 24 CFR part 100)
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794; 24 CFR part 8)
4. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107; 24 CFR part 146)
5. The Americans with Disabilities Act (Pub. L. 101-336, approved July 26, 1990; 28 CFR part 35)
6. Executive Order 11063 on Equal Opportunity in Housing (24 CFR part 107)
7. Executive Order 12892 on Affirmatively Furthering Fair Housing

Contractor is required to insert similar provision in all subcontracts except for standard commercial supplies or raw materials. Any violation of this provision by the Contractor, its subcontractors, its employees or agents will result in removal of the offending party from this project and the jobsite as well as consideration of additional actions being taken pursuant to this agreement. Contractor, its employees, its subcontractors and agents shall refrain from any type of workplace harassment or unlawful discrimination at all times in connection with the project.

ARTICLE VIII: Applicable Laws: Compliance with Federal and State Laws:

1. All work performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable Federal, State and local laws, regulations, codes and ordinances.
2. The Laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with, applicable federal laws and/or federal regulations. This contract will be binding upon the parties and the heirs, successors, beneficiaries, and devisees of the parties hereto. The parties agree that Merced County, California is the appropriate forum for any action relating to this contract. The parties expressly waive federal jurisdiction. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce this Contract, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

ARTICLE IX: Financial Viability and Regulatory Compliance:

1. The Contractor warrants and represents that it/its corporate entity is in good standing with all applicable Federal, State and Local licensing authorities and that it possesses all requisite licenses to perform the services required by this Contract. The Contractor further warrants and represents that it owes no outstanding Federal, State or Local taxes or business assessments.
2. The Contractor agrees to promptly disclose to the Authority any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this Contract. The failure by the Contractor to disclose such issue to the Authority within five (5) days of notification will constitute a material breach of this Contract.
3. The Contractor further agrees to promptly disclose to the Authority any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.
4. All disclosures made pursuant to this section of the Contract shall be made in writing and submitted to the Authority within the prescribed time periods.

ARTICLE X: Assignment of Contract:

This Contract shall not be assigned or transferred by either party without the prior written consent of the other party.

ARTICLE XI: Severability:

The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

ARTICLE XII: CFR 85.36(i), Procurement (Contract provisions): Pursuant to the CFR, as issued by the Office of the Secretary, HUD, the Authority and the Contractor each agree to comply with the following provisions:

1. Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the Authority and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction of any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and requested corrective action. Within 10 days the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if the Authority is the dissatisfied party; it may request the Contractor to respond in less than 10 days.
 - A. Prior to termination, the Authority may choose to warn the CONTRACTOR, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the CONTRACTOR on probation, thereby giving the CONTRACTOR a certain period of time to correct the deficiencies or potentially suffer termination. The Authority

shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the CONTRACTOR does not agree with such action, the CONTRACTOR shall have ten (10) days to dispute or protest, in writing, such action; if CONTRACTOR does not do so within the 10-day period, CONTRACTOR shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

B. After termination, if the CONTRACTOR does not agree with the Authority's justification for the termination, the CONTRACTOR shall have 10 days to dispute, in writing, such action; if CONTRACTOR does not do so within the 10-day period, CONTRACTOR shall have no recourse but to accept and agree with the Authority's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the Authority's alleged incorrect action(s).

C. All rights and remedies granted to the Authority herein and any other rights and remedies which the Authority may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that the Authority may have exercised any remedy without terminating this contract shall not impair the Authority's rights thereafter to terminate or to exercise any other remedy herein granted, or to which the Authority may be otherwise entitled.

2. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR, chapter 60).
3. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, part 3).
4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5).
5. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5).
6. Reporting: Both parties hereby agree to comply with any reporting requirements that may be detailed herein.
7. Patent Rights: Both parties hereby agree to comply with HUD Bulletin 9023, which is identified as Notice of Assistance Regarding Patent and Copyright Infringement.

8. Copy Rights/Rights in Data:

- A. The Authority shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited reports, memoranda or letters concerning the research and reporting tasks of this Contract.
- B. Except as provided elsewhere in this clause, the Authority shall have unlimited rights in data first produced in the performance of this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this Contract; and all other data delivered under this Contract unless provided otherwise for limited rights data or restricted computer software.
- C. For data first produced in the performance of this Contract, the Contractor may establish, without prior approval of the Authority, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this Contract. The Contractor grants the Authority and others acting on its behalf a paid up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the Authority.
- D. The Contractor shall not, without the prior written permission of the contracting officer, incorporate in data delivered under this Contract any data not first produced in the performance of this Contract and which contains copyright notice, unless the Contractor identifies such data and grants the Authority a license of the same scope as identified in the preceding paragraph.
- E. The Authority agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this Contract is improperly marked, the Authority may return the data to the Contractor, cancel or ignore the markings.
- F. The Contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the Contractor's obligations under this Contract.
- G. Notwithstanding any provisions to the contrary contained in the Contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this Contract, and irrespective of whether any such contract has been proposed prior to the award of this Contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the Contractor agrees the Authority shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this Contract. The terms and conditions of this Contract, including any

commercial lease or licensing contract, shall be subject to the following procedures.

9. Computer Software: The restricted computer software delivered under this Contract may not be used, reproduced, or disclosed by the Authority except as provided below or as expressly stated otherwise in this Contract.
 - A. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any Authority location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this Contract; and used or copies for use in or transferred to a replacement computer.
 - B. Examination and Record Retention: The CONTRACTOR further agrees that CONTRACTOR shall retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment, the completion of any services provided pursuant to this Contract, or after all pending matters are closed. The Authority, HUD or Comptroller General of the United States, State of California Auditor or any of their duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
10. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, part 15). (Contracts, subcontracts and subgrants of amounts in excess of \$100,000).
11. Mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan, issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE XIII: Venue:

This Contract and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Contract shall be held exclusively in a State court in the County of Merced. The parties expressly waive federal jurisdiction.

ARTICLE XIV: Notices, Invoices and Reports:

All notices, reports, correspondence and/or invoices submitted to the Authority by the Contractor pursuant to this Contract shall be in writing and delivered to the attention of:

Housing Authority of the County of Merced
ATTN: Evelyn Chavira
405 U Street, Merced, CA. 95341
Fax: (209) 722-0106; Email: evelync@merced-pha.com

ARTICLE XV: Amendment:

This Contract shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

ARTICLE XVI: Integration:

This Contract constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

ARTICLE XVII: Partial Invalidity:

If any provision of this Contract is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Contract shall remain in full force and effect unimpaired by the holding.

ARTICLE XVIII: Waiver of Breach:

The waiver by the Authority of any breach by Contractor of any of the provisions of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach by Contractor either of the same or another provision of this Contract.

ARTICLE XIX: Arbitration:

Any controversy between the parties regarding the construction or application of this Contract, and any claim arising out of this Contract or its breach, shall be submitted to a binding arbitration upon the written request of one party after service of that request upon the other party. Either party may demand arbitration by filing a written demand with the other party within forty-five (45) days after occurrence of the dispute.

The arbitrator shall be selected from the Merced County Superior Court Arbitration Panel, or by other agreement of the parties. In the event that the parties cannot agree to an arbitrator, either party may petition the Merced County Superior Court for appointment of an arbitrator. The binding arbitration shall be in accordance with the provisions of the California Arbitration Act (Code of Civil Procedure §§1280-1294.2).

ARTICLE XX: Attorney's Fees and Costs:

Should any litigation be commenced between the parties to this Contract concerning said property, said services, this Contract, or the rights and duties of either party in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney fees and costs in such litigation which shall be determined by an arbitrator.

ARTICLE XXI: Authority to Execute:

The person or persons executing this Contract on behalf of the parties hereto warrants and represent that he/she/they has/have the authority to execute this Contract on

behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

ARTICLE XXII: Counterparts:

This Contract may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

ARTICLE XXIII: Contract Documents and Attachments:

In the event of a conflict in terms between this Contract and any of the attachments hereto, this Contract shall control.

Contract documents to consist of the following component parts:

- A. This instrument
- B. QSP #2025-18 Cover and Scope of work
- C. Contractor's Submittal
- D. Addendum/Addenda (as applicable)
- E. Drug-Free Policy
- F. Smoke-Free Policy
- G. Contractor Acknowledgment: Vehicles, Equipment, Portable Toilets and/or Materials
- H. Contractor Acknowledgment: Change Order/s
- I. HUD-5370-C Sect. I: General Conditions for Non-Construction Contracts (With or without Maintenance Work)
- J. HUD Table 5.1

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be entered into and executed as of the day and year of the last signature below.

Awarded Contractor

Address

CONTRACTOR CERTIFICATION:

I, _____, certify that I am the
(Owner/Authorized Agent Printed Name)
Owner/Authorized Agent of the company named as CONTRACTOR herein; that I, as
Owner/Authorized Agent at the time of execution, signed the Contract on behalf of
my company, which is within the scope of my authority.

CONTRACTOR

Signature: _____ Date: _____
(Owner/Authorized Agent)

Printed Name: _____ Title: _____
(Owner/Authorized Agent)

HOUSING AUTHORITY OF THE COUNTY OF MERCED

405 "U" STREET, MERCED, CA. 95341

Signature: _____ Date: _____

Printed Name: Rosa Vazquez Title: Executive Director

**HOUSING AUTHORITY OF THE COUNTY OF MERCED
DRUG - FREE WORKPLACE POLICY FOR SERVICE CONTRACTS****PURPOSE**

The intention of the Housing Authority of the County of Merced (Authority) is to eliminate controlled substance abuse and the effects of drugs and/or alcohol on Authority property, project and/or service sites. The Authority has no intention of intruding on the private lives of its service provider(s), its employees and/or agent(s); contractors, its employees and/or agent(s) and lower-level subcontractors and/or its employees and/or agent(s), however, involvement with drugs and alcohol off the job can take its toll on job performance, quality and employee and public safety. The unlawful presence, manufacture, distribution, dispensing, possession, solicitation or use of controlled substances or the criminal use of prescription drugs on or off the job, and the influence of these substances and alcohol on employees during working hours, are inconsistent with this objective.

The unlawful presence, manufacture, distribution, dispensing, possession, solicitation or use of controlled substance, the criminal use of prescription drugs and use of alcohol at the workplace, including project and/or service sites, will not be tolerated. Corrective action, up to and including termination of contract(s), will be used as necessary to achieve this goal.

POLICY

The Board of Commissioners believes that the Authority has the responsibility of maintaining safe and efficient living and working environment for its employees, its residents and the general public. Anyone who works while under the influence of illegal substance(s) and/or alcohol presents a safety hazard to themselves and their co-workers, Authority staff, tenants and to the general public.

This policy prohibits the use of illegal drugs and/or the partaking of alcoholic beverages on the job, at the workplace, on project and/or service sites or reporting to work under the influence of either. Moreover, the Authority believes the presence of alcohol and other drugs in the workplace limits our ability to provide high quality service to the public. Accordingly, we have implemented procedures to assure that the Authority continues to maintain its reputation as a quality employer and public agency.

1. For all service provider(s) and/or contractors, including lower-level subcontractors, who enter into contractual agreement(s) with the Authority, and their employees and/or agent(s), the following conduct is grounds for discipline, up to and including termination of contract;

- a. Unlawful use, manufacture, possession, distribution, dispensing, sale or solicitation of a controlled substance (*as defined by Federal law*) while on Authority property.
 - b. The consumption of, or under the influence of, alcohol during work hours on Authority property.
2. The Authority shall have the right to investigate any suspected violations of this Drug-Free Workplace Policy Statement.

APPLICATION

This policy applies to all service provider(s) and their employees and/or agent(s).

SEVERABILITY CLAUSE

If any paragraph, sentence, clause, or phrase of this Policy for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portion of this Policy.

I, the undersigned, agree on behalf of my employees, lower-level subcontractors and/or agent(s) to abide by the Authority's drug-free workplace standards, as set forth above, and agree to notify the Authority immediately of any incidents and/or arrests for drug violations that occur in the workplace. I further agree that any violation of this policy may result in immediate work stoppage, notification to contractors authorized agent and possible termination of contract.

Date

Contractors Signature

**HOUSING AUTHORITY OF THE COUNTY OF MERCED
SMOKE - FREE WORKPLACE POLICY FOR SERVICE CONTRACTS**

The Housing Authority of the County of Merced ("Authority") has enacted a Smoke-Free Policy for all of its employees, residents, volunteers and visitors to its offices, properties and project sites. The Authority has no intention of intruding on the private lives of its contractors and/or its employees, and lower-level subcontractors and/or its employees. However, the Authority desires to mitigate the irritation and known health effects caused by second hand smoke and decrease the risk of fire from smoking or smoldering devices.

Smoking (including but not limited to, smoking cigarettes, cigars, and pipe) is prohibited in all of the Authority public housing communities. This includes all indoor areas, including but not limited to, residential units and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entry ways, walkways, grassed areas, play areas, parking lots and private vehicles parked on Authority property). Authority defines smoking as inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco or any other plant.

This policy applies to all contractors and its employees and lower-level subcontractors and its employees.

If any paragraph, sentence, clause, or phrase of this policy for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portion of this policy.

I, the undersigned, agree on behalf of my employees and lower-level subcontractors, and their employees to abide by the Authority's Smoke-Free Policy, as set forth above. I further agree that any violation of this policy may result in immediate work stoppage, notification to contractor's authorized agent and possible termination of the contract.

Date

Contractor Signature

HOUSING AUTHORITY OF THE COUNTY OF MERCED

CONTRACTOR ACKNOWLEDGEMENT

VEHICLE(S), EQUIPMENT, PORTABLE TOILETS AND/OR MATERIALS

Contractor acknowledges that Contractor assumes any and all responsibility and liability for any and all of its vehicle/s, equipment, portable toilets and/or materials while they are on Housing Authority of County of Merced (AUTHORITY) property. Contractor agrees to indemnify the AUTHORITY for any and all claims resulting in injury and/or damages of any kind arising out of the presence and/or use of said vehicle/s, equipment and/or portable toilets on the AUTHORITY property. Contractor agrees that the AUTHORITY shall have no responsibility or duty to maintain and/or secure said vehicle/s, equipment and/or portable toilets at any time unless specifically agreed to in writing in advance.

Contractor has read and agrees to the terms and conditions of this Contractor Acknowledgement and agrees to be bound to these terms and conditions as part of Contractor’s contract with the AUTHORITY.

Dated _____ Contractor Signature

Dated _____ Executive Director



HOUSING AUTHORITY OF THE COUNTY OF MERCED CONTRACTOR ACKNOWLEDGEMENT

CHANGE ORDER(S)

Contractor hereby acknowledges that all Change Order(s) must be pre-approved by the Contracting Officer or his/her designated Housing Authority of the County of Merced (AUTHORITY) representative prior to commencing any additional work as part of the change order.

Contract Article III: Change Orders: The Contracting Officer, Rosa Vasquez, is the only person who has authority to modify any term or condition of this agreement. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. Any removal of material not approved by the Authority shall be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any design costs, fees and charges related to its approval. The contractor shall not begin any specific assigned Change Order/s without the receipt of an executed Change Order from the Contracting officer or his/her designated Authority representative. This shall be completed as follows:

1. When a change to the contract is deemed necessary, a "Change Order Request" will be filled out by contractor and submitted to the Authority for review.
2. AUTHORITY will review request and issue a Change Order to contractor for acceptance and execution;
3. Written requests and approval are required for all changes in services. Profit and Overhead may be negotiated.
4. The Authority Board of Commissioners shall be notified of Change Order(s) in which the cumulative total is equal to or exceeds 10% of the bid amount.
5. The Authority Board of Commissioners shall approve Change Order(s) in which the cumulative total is equal to or exceeds 20% of original contract amount, prior to execution and commencing of the work.

I, _____ (contractor) have read and agree to the terms and conditions of this "Contractor Acknowledgement: Change Order/s" form and agree to be bound to these terms and conditions as part of contract with AUTHORITY.

Date: _____

By: _____
Contractor Signature

Date: _____

By: _____

SAMPLE

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall 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; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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

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

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2
MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



Housing Authority of the County of Merced
405 U STREET, MERCED, CA. 95341
PHONE (209) 722-3501; TDD 711 or 800-855-7100
www.merced-pha.com

June 18, 2025

ADDENDUM #3

QSP #2025-18: Environmental Review CDBG-DR

Questions and Answers

1. Question: For the Merced Migrant Center, can you provide additional detail on the “upgrade of the storm drainage system” and “site-wide erosion” improvements that are proposed? Do these involve large areas of ground disturbance?

A. Answer: The Authority does not have specifics at this time on what the upgrades may require for the storm drainage system and the site-wide erosion. The improvements may more than likely cause disturbance.

2. Question: 2: For the Felix Torres Migrant Center, can you provide additional detail on the following:

- a. The nature and scope of the building repairs. For instance, are they structural, cosmetic, or other?**
- b. Concerning the irrigation system repairs, will this involve replacing existing lines in place, or will there be new trenching or an expansion of the irrigation system footprint??**

A. Answer:

- a. The building repairs would be cosmetic.**
- b. There are currently no plans for expansion. However, the repairs may be a combination of replacing and trenching.**

END OF ADDENDUM #3



**HOUSING AUTHORITY OF THE COUNTY OF MERCED
DRUG - FREE WORKPLACE POLICY FOR SERVICE CONTRACTS**

PURPOSE

The intention of the Housing Authority of the County of Merced (Authority) is to eliminate controlled substance abuse and the effects of drugs and/or alcohol on Authority property, project and/or service sites. The Authority has no intention of intruding on the private lives of its service provider(s), its employees and/or agent(s); contractors, its employees and/or agent(s) and lower-level subcontractors and/or its employees and/or agent(s), however, involvement with drugs and alcohol off the job can take its toll on job performance, quality and employee and public safety. The unlawful presence, manufacture, distribution, dispensing, possession, solicitation or use of controlled substances or the criminal use of prescription drugs on or off the job, and the influence of these substances and alcohol on employees during working hours, are inconsistent with this objective.

The unlawful presence, manufacture, distribution, dispensing, possession, solicitation or use of controlled substance, the criminal use of prescription drugs and use of alcohol at the workplace, including project and/or service sites, will not be tolerated. Corrective action, up to and including termination of contract(s), will be used as necessary to achieve this goal.

POLICY

The Board of Commissioners believes that the Authority has the responsibility of maintaining safe and efficient living and working environment for its employees, its residents and the general public. Anyone who works while under the influence of illegal substance(s) and/or alcohol presents a safety hazard to themselves and their co-workers, Authority staff, tenants and to the general public.

This policy prohibits the use of illegal drugs and/or the partaking of alcoholic beverages on the job, at the workplace, on project and/or service sites or reporting to work under the influence of either. Moreover, the Authority believes the presence of alcohol and other drugs in the workplace limits our ability to provide high quality service to the public. Accordingly, we have implemented procedures to assure that the Authority continues to maintain its reputation as a quality employer and public agency.

1. For all service provider(s) and/or contractors, including lower-level subcontractors, who enter into contractual agreement(s) with the Authority, and their employees and/or agent(s), the following conduct is grounds for discipline, up to and including termination of contract;

- a. Unlawful use, manufacture, possession, distribution, dispensing, sale or solicitation of a controlled substance (*as defined by Federal law*) while on Authority property.
 - b. The consumption of, or under the influence of, alcohol during work hours on Authority property.
2. The Authority shall have the right to investigate any suspected violations of this Drug-Free Workplace Policy Statement.

APPLICATION

This policy applies to all service provider(s) and their employees and/or agent(s).

SEVERABILITY CLAUSE

If any paragraph, sentence, clause, or phrase of this Policy for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portion of this Policy.

I, the undersigned, agree on behalf of my employees, lower-level subcontractors and/or agent(s) to abide by the Authority's drug-free workplace standards, as set forth above, and agree to notify the Authority immediately of any incidents and/or arrests for drug violations that occur in the workplace. I further agree that any violation of this policy may result in immediate work stoppage, notification to contractors authorized agent and possible termination of contract.

Date: August 5, 2025 Signature: 
Contractors Authorized Agent

**HOUSING AUTHORITY OF THE COUNTY OF MERCED
SMOKE - FREE WORKPLACE POLICY FOR SERVICE CONTRACTS**

The Housing Authority of the County of Merced ("Authority") has enacted a Smoke-Free Policy for all of its employees, residents, volunteers and visitors to its offices, properties and project sites. The Authority has no intention of intruding on the private lives of its contractors and/or its employees, and lower-level subcontractors and/or its employees. However, the Authority desires to mitigate the irritation and known health effects caused by second hand smoke and decrease the risk of fire from smoking or smoldering devices.

Smoking (including but not limited to, smoking cigarettes, cigars, and pipe) is prohibited in all of the Authority public housing communities. This includes all indoor areas, including but not limited to, residential units and common areas; and within twenty-five (25) feet of said buildings and outdoor areas (apartments, entry ways, walkways, grassed areas, play areas, parking lots and private vehicles parked on Authority property). Authority defines smoking as inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco or any other plant.

This policy applies to all contractors and its employees and lower-level subcontractors and its employees.

If any paragraph, sentence, clause, or phrase of this policy for any reason is held to be unconstitutional or invalid, such shall not affect the remaining portion of this policy.

I, the undersigned, agree on behalf of my employees and lower-level subcontractors, and their employees to abide by the Authority's Smoke-Free Policy, as set forth above. I further agree that any violation of this policy may result in immediate work stoppage, notification to contractor's authorized agent and possible termination of the contract.

Date: August 5, 2025

Signature: 
Contractor Authorized Agent

HOUSING AUTHORITY OF THE COUNTY OF MERCED CONTRACTOR ACKNOWLEDGEMENT

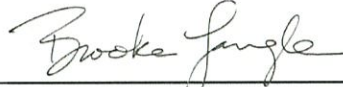
VEHICLE(S), EQUIPMENT, PORTABLE TOILETS AND/OR MATERIALS

Contractor acknowledges that Contractor assumes any and all responsibility and liability for any and all of its vehicle/s, equipment, portable toilets and/or materials while they are on Housing Authority of County of Merced (AUTHORITY) property. Contractor agrees to indemnify the AUTHORITY for any and all claims resulting in injury and/or damages of any kind arising out of the presence and/or use of said vehicle/s, equipment and/or portable toilets on the AUTHORITY property. Contractor agrees that the AUTHORITY shall have no responsibility or duty to maintain and/or secure said vehicle/s, equipment and/or portable toilets at any time unless specifically agreed to in writing in advance.

Contractor has read and agrees to the terms and conditions of this Contractor Acknowledgement and agrees to be bound to these terms and conditions as part of Contractor's contract with the AUTHORITY.

Date: August 5, 2025

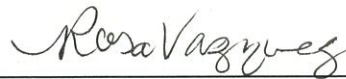
Signature: _____



Contractor

Date: Aug 12, 2025

Signature: _____



Housing Authority Executive Director

HOUSING AUTHORITY OF THE COUNTY OF MERCED CONTRACTOR ACKNOWLEDGEMENT

CHANGE ORDER(S)

Contractor hereby acknowledges that all Change Order(s) must be pre-approved by the Contracting Officer or his/her designated Housing Authority of the County of Merced (AUTHORITY) representative prior to commencing any additional work as part of the change order.

Contract Article III: Change Orders: The Contracting Officer, Rosa Vasquez, is the only person who has authority to modify any term or condition of this agreement. Additional costs cannot be assumed and must be approved by the Authority prior to performance of work. Any removal of material not approved by the Authority shall be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any design costs, fees and charges related to its approval. The contractor shall not begin any specific assigned Change Order/s without the receipt of an executed Change Order from the Contracting officer or his/her designated Authority representative. This shall be completed as follows:

1. When a change to the contract is deemed necessary, a "Change Order Request" will be filled out by contractor and submitted to the Authority for review.
2. The Authority will review request and issue a Change Order to contractor for acceptance and execution, or deny the request as deemed applicable
3. Written requests and approvals are required for all changes in services.
4. The Authority Board of Commissioners shall be notified of Change Order(s) in which the cumulative total is equal to or exceeds 10% of the bid amount.
5. The Authority Board of Commissioners shall approve Change Order(s) in which the cumulative total is equal to or exceeds 20% of original contract amount, prior to execution and commencing of the work.

I, Brooke Langle (**contractor**) have read and agree to the terms and conditions of this "Contractor Acknowledgement: Change Order/s" form and agree to be bound to these terms and conditions as part of contract with AUTHORITY.

Date: August 5, 2025

By: 
Contractor Signature

Date: Aug 12, 2025

By: 
Housing Authority Executive Director

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II; and**
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by
Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall 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; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

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

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

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

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

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

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

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

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

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

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

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

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

19. Contractor's Status

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

20. Other Contractors

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

21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2
MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN
CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant, its agents, representatives, employees, or sub-contractors. Contractor shall list "Housing Authority of the County of Merced" as the additionally insured on all Certificates of Insurance (COI) forms. Insurance cards are not acceptable, COI must show minimum limits of Insurance as noted in below section "2, minimum limits of Insurance"

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

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

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

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

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

III. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

IV. OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

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

V. ACCEPTABILITY OF INSURERS

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

VI. VERIFICATION OF COVERAGE

Consultant shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before the agreement commences to permit Consultant to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

VII. SUB-CONTRACTORS

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

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