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SAN DIEGO HOUSING COMMISSION

CONTRACT FOR EMERGENCY REMEDIATION SERVICES

WITH

HARMONY ENVIRONMENTAL SERVICES, INC

(Small Construction or Development Under $250,000)

Contract No. PM-25-41B

This Agreement, dated for reference this 7th day of November 2025, is entered into between the San Diego Housing Commission and each of its affiliated liability companies selected below (the "SDHC LLCs," and collectively with the San Diego Housing Commission, the "Commission"), on the one hand, and Harmony Environmental Services, Inc. ("Contractor"), on the other hand.

☒Belden SDHC FNMA LLC, a California limited liability company
☒Central SDHC FHA LLC, a California limited liability company
☒Northern SDHC FHA LLC, a California limited liability company
☒Northern SDHC FNMA LLC, a California limited liability company
☒Southern SDHC FHA LLC, a California limited liability company

The Commission and Contractor have the following addresses and telephone numbers:

between the Commission:
SAN DIEGO HOUSING COMMISSION
1122 Broadway, Suite 300
San Diego, California 92101
Tel.: 619-231-9400

and the Contractor:
Harmony Environmental Services, Inc.
1291 Pacific Oaks Place Suite #120
Escondido, CA 92029 855-700-1080
License # 949730
DIR Reg # 1000026711

is made in accordance with the following terms and conditions:

Article 1. **Definitions**. When capitalized, the terms used in this Contract shall have the meanings ascribed thereto by the "Schedule of Definitions," attached hereto as Attachment A and made a part hereof, and by Section 1 of the Special Conditions, unless the context clearly requires otherwise.

Article 2. **Description of Work**. Contractor shall provide services, supplies, and/or materials to the Commission as specified in the Specifications/Scope of Work, attached hereto as Attachment E and made a part hereof by this reference.

Article 3. **Contract Price**. As consideration for Contractor's performance of this Contract, the Commission shall pay Contractor TWO HUNDRED TWENTY-FIVE THOUSAND and

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NO/100 Dollars ($225,000.00), subject to any additions and deductions specified in the Specifications/Scope of Work.

Article 4. **Contractor's Indemnification Liability**. Contractor agrees to and shall indemnify, hold harmless, and defend, with counsel of Indemnitees' choosing, at Contractor's sole cost and expense, Indemnitees from and against any and all Claims arising directly or indirectly out of the acts or omissions of Contractor (irrespective of culpability), all obligations of this Contract, or out of the operations conducted by Contract pursuant to this Contract, including, but not limited to, those in part due to the negligence of any of Indemnitees, except as to liabilities, claims, judgments, or demands arising through the sole negligence or more culpable act or omission of any Indemnitee or resulting from defects in design furnished by an Indemnitee.

Article 5. **Governing Law**. This Contract shall be governed by and construed in accordance with the laws of the State of California without regard to its principles regarding the conflict of laws.

Article 6. **Entire Contract**. This Contract represents the sole and entire contract between the Commission and Contractor and supersedes all prior and contemporaneous negotiations, representations, contracts, arrangements, or understandings, either oral or written, between or among the Parties, relating to the subject matter of this Contract, except as expressed herein. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of each Party.

Article 7. **Waiver**. No consent or waiver, express or implied, of a Party to or of any breach or default by the other Party in such other Party's performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in such other Party's performance of such obligations. A Party's failure to complain of any act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver of the Party's rights hereunder.

Article 8. **Severability**. If any provision of this Contract or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent as determined by a court of competent jurisdiction, the remainder of this Contract and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

Article 9. **Terminology**. All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections are for convenience only and shall not affect the interpretation of this Contract. All references herein to articles and sections are to this Contract unless specific reference is made to another document or instrument.

Article 10. **Binding Contract**. Subject to any restrictions on the assignment or subcontracting of this Contract or any rights thereunder, this Contract shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Article 11. **Disputes**. Except as may otherwise be required by this Contract or the Contract Disputes Act of 1978, all disputes arising under or relating to this Contract shall be resolved by litigation in the Central Division of the San Diego County Superior Court after first attempting resolution of the dispute through non-binding mediation. In addition, the Parties shall comply with

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California Public Contract Code section 9204 regarding the resolution of all claims regarding the performance of this Contract.

Article 12. **Term of Contract.** The term of this Contract shall be November 1, 2025 to October 31, 2028 (the "Initial Term"), as may be extended pursuant to this Contract from time to time.

A. **Options.** The Commission may extend the term for two (2) one-year (1) option periods (each such one-year period, an "Option Period") by giving written notice thereof to Contractor prior to the expiration of the then-current term of this Contract, or pursuant to a written contract between the Commission and Contractor.

B. **Additional Terms Applicable to Options**. Nothing in this Article shall require the Commission to extend the term of this Contract. The options to extend the term granted in this Article exist in favor of and for the sole benefit of the Commission and may be exercised in the Commission's sole and exclusive discretion. During any Option Period, all terms and conditions of this Contract shall remain in full force and effect except as otherwise specified in this Article or any subsequently executed contract between the Parties.

Article 13. **Liquidated Damages**. Except as may otherwise be permitted by this Contract, if contractor fails to fully perform this Contract within the time specified, as the same may be extended in accordance with this Contract from time to time, Contractor shall pay to the Commission as liquidated damages the sum of $500.00 for each calendar day of delay. Should the Commission terminate this Contract, liquidated damages shall continue to accrue until such reasonable time as may be required for the completion of the work by a replacement contractor.

Article 14. **Contract Documents**. This Contract includes, in addition to this instrument and the components specified in the definition in Section 1 of the Special Conditions, the General Conditions, the Special Conditions, the Supplemental Conditions, this Schedule of Definitions, the Specifications/Scope of Work, the Prevailing Wage Attachment, all of which are incorporated herein by reference.

Article 15. **Drug-free Workplace**. Contractor certifies to the Commission that it will provide a drug-free workplace and will:

A. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance as defined in schedules I-V of section 202 of the federal Controlled Substance Act is prohibited in Contractor's workplace; such statement shall specify the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.

2. Contractor's policy of maintaining a drug-free workplace.

3. Any available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed upon employees for drug abuse violations.

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C. Post the statement required by Subsection A in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

Article 16. Commission's Equal Opportunity / Non-Discrimination Requirements. During the performance of this Contract, Contractor agrees as follows:

A. Contractor shall comply with all applicable local, state, and federal non-discrimination and equal opportunity laws.

B. Each month, Contractor will report to the Commission all payments made to all vendors by month, contract to date, and percentage of overall contract value.

C. Contractor and each of its subcontractors, if any, shall (1) submit a Work Force Report to the Commission, (2) submit a Certification of Accuracy of the Report to the Commission using the Commission's approved form, and (3) comply with all other applicable federal, state and local laws, including, but not limited to those specified below.

D. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity, without unlawful discrimination, for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that uncured violation of this Subsection, after reasonable notice of such violation, shall be considered a material breach of this Contract and may result in actions including without limitation, termination of subcontracts, debarment, or other legally appropriate sanctions.

E. If any inaccuracies are found after submission of Contractor's Work Force Report as required above, the Commission may require, in writing that the Contractor in writing to submit a corrected plan addressing the inaccuracies determined to be present, within 30 days of written notice of the inaccuracies. Confidential and timely reporting to the Commission of allegations of violations of any and all anti-discrimination laws, rules and regulations and of illegal bias, is required of all contractors and subcontractors working on the Commission funded work. All allegations of illegal bias and/or unlawful discrimination shall be investigated by the Commission with the full cooperation of the subcontractors and contractors and their employees and agents. In the event that any allegation is validated after investigation. the Commission shall take the necessary and appropriate actions to remedy the unlawful discrimination or bias, to the extent possible. Depending upon the findings, remedial action may include referral of the complaints to the CRD of the State of California, or other appropriate agencies.

F. Upon the Commission's request, for informational purposes, Contractor agrees to provide to the Commission, within the time specified by the Commission, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the Commission concerning any and all allegations of unlawful discrimination and illegal bias, pursuant to any and all

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applicable laws, rules and regulations under federal, state and/or local laws. Contractor understands and agrees that violation of this Subsection shall be considered a material breach of this Contract and may result in termination thereof, debarment by the Commission, and other sanctions.

G. In each subcontract approved by the Commission for the performance of this Contract, Contractor shall include the language of Subsection D, with appropriate modifications for nomenclature.

H. Failure to comply with this Section or submitting false information to any governmental authority pursuant hereto may result in ramifications provided for by local, state, and federal law. In addition, the Contractor may, at the election of the Commission, be disbarred from participating in Commission projects for a term that is commensurate, in the Commission's reasonable discretion, with the extent and nature of the violation(s).

I. Contractor and all of its subcontractors shall develop and maintain written policies and procedures to promote the elimination of illegal bias and discrimination. In addition, Contractors shall develop and maintain written policies and procedures that explicitly ban disrespectful behavior, illegal discrimination and/or bias, bullying, or harassment based.

Article 17. California Equal Opportunity Requirements (2 C.C.R § 11105). During the performance of this Contract, Contractor agrees as follows:

A. Contractor and its subcontractors shall not deny this Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Cal. Gov. Code § 12900 et seq.), the regulations promulgated thereunder (2 C.C.R. §§ 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the California Government Code (Gov. Code, §§ 11135-11139.5), and any regulations or standards adopted by the Commission to implement such article

C. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during normal business hours, but in no case upon less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as either shall require to ascertain compliance with this clause.

D. Contractor and its subcontractors shall give written notice of their obligations under this Section 8 to labor organizations with which they have a collective bargaining or other contract.

E. Contractor shall include the nondiscrimination and compliance provisions of this clause in

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all subcontracts to perform work under this Contract.

Article 18. Federal Equal Opportunity Requirements (2 C.F.R. pt. 200 app. II, § C). If this Contract constitutes a "federally assisted construction contract" as defined by 41 C.F.R. § 60-1.3 and is not otherwise exempt pursuant to 41 C.F.R § 60-1.5, then during the performance of this Contract, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to 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's legal duty to furnish information.

D. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided advising such labor union or workers' representatives of Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. Contractor will comply with all provisions of United States Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

F. Contractor will furnish all information and reports required by United States Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the United States Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by any agency administering the federal funds used by this Contract and the United States Secretary of Labor for purposes of investigation to ascertain compliance with

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such rules, regulations, and orders.

G. In the event of Contractor's noncompliance 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 Contractor may be declared ineligible for further United States government contracts or federally assisted construction contracts in accordance with procedures authorized in United States Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in United States Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

H. Contractor will include the portion of the sentence immediately preceding Subsection (a) and the provisions of Subsections (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of United States Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the any agency administering the federal funds used by this Contract may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

Article 19. **Illegal discrimination**. Illegal discrimination of all types and kinds is prohibited in connection with the performance of the Scope of Work regardless of the type of funds used, where federal funds, programs or agencies are involved, where applicable, Presidential Executive Orders, that are in force and effect at the time of execution of the applicable contract and where federal funds, programs and/or agencies are involved. The prohibition against all types and kinds of illegal discrimination is also applicable when federal agencies and/or federal programs are involved with the performance of the Scope of Work. Federal programs include but are not limited to the federal Housing Choice Voucher Program, the federal Project Based Voucher Program, the CDBG Program, the Cranston Gonzales HOME Program of 1992, and all other federal programs, of every kind and nature where federal funds or agencies are involved. The language concerning all illegal discrimination being prohibited is also applicable when no federal funds are used.

Article 20. **Lobbying (31 U.S.C. § 1352)**. Contractor hereby certifies to the Commission, under penalty of perjury, under the terms of applicable federal law, that at all applicable times before, during, and after the term of the Contract:

A. No federal appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, or the extension, continuation, renewal, amendment, or modification of any federal contract,

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grant, loan, or cooperative contract;

B. If any funds other than federal appropriated funds have been paid to any person and such payment would otherwise have violated Subsection (a) above, Contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with the instructions of such form;

C. Contractor will require that the above-stated language be included in all subcontracts, subgrants, loans, contracts, and cooperative contracts concerning the subject matter of this Contract; and

D. Contractor and all its subcontractors, at all times, shall certify compliance with the provisions of the Byrd Anti-Lobbying Amendment, codified at 31 U.S.C. § 1352, as amended from time to time.

Article 21. **Necessary Approvals**.

A. In the event that the initial amount of this Contract exceeds, or a change order increases the amount of this Contract to an amount that exceeds, Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), this Contract must be approved by the Board of Commissioners of the Commission in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

B. In the event that the initial amount of this Contract exceeds, or a change order increases the total amount of this Contract to an amount that exceeds, Five Hundred Thousand and No/100 Dollars ($500,000.00), this Contract must be approved by the Housing Authority in order to be binding upon the Commission. In no event shall the Commission be bound by this Contract unless and until such approval, if required, is obtained.

Article 22. **Contractor Evaluation Program**. An essential component of public works contract administration is the regular evaluation and documentation of contractor performance. During the course of the Contract, the Commission shall conduct performance evaluations to document Contractor's record of complying with the terms of the Contract. The Commission shall proactively monitor and manage the performance of Contractor during the term of the Contract and shall create an objective record of performance that can and may be utilized when evaluating Contractor as a responsible bidder for future bid and proposal submissions, extension or renewal consideration, or termination due to unsatisfactory performance. Contractor evaluation program and appeal procedures are located on the Commission's website at https://www.sdhc.org/doing-business-with-us/contracting-and-procurement-services/vendor-information/, as amended from time to time, and are incorporated herein in full by this reference.

Article 23. **Cooperative Purchasing**. Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, participates in the Axia Cooperative purchasing program.

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Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The Commission is not responsible for any disputes arising out of transactions made by others.

[Signature Page Follows]

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Signature Page to Contract for EMERGENCY ON-CALL REMEDIATION SERVICES with HARMONY ENVIRONMENTAL SERVICES, INC. (Contract No. PM-25-41B):

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed on the day and year first above written.

Contractor:
Harmony Environmental Services, Inc.

By: DocuSigned by: Joe Davis F23911703D26484... Date: 11/5/2025
Name: Joe Davis
Title: CEO

Commission:
San Diego Housing Commission

By: Signed by: Jenifer Bulskov 8C57C8D5FD2C40F... Date: 11/6/2025
Name: Jenifer Bulskov
Title: Vice President of Property Management and Maintenance

By: DocuSigned by: George Williams 5D27F22974C6406... Date: 11/6/2025 DS 11/6/2025
Name: George Williams
Title: Interim Vice President of Procurement and Compliance

Belden SDHC FNMA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 11/7/2025
Jeff Davis
Deputy Chief Executive Officer

Central SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 11/7/2025
Jeff Davis
Deputy Chief Executive Officer

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Northern SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 11/7/2025

Jeff Davis
Deputy Chief Executive Officer

Northern SDHC FNMA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 11/7/2025

Jeff Davis
Deputy Chief Executive Officer

Southern SDHC FHA LLC

A California Limited Liability Company

By: San Diego Housing Commission,
a public agency
Its Sole Member

By: Signed by: Jeff Davis EE0040404B64474... Date: 11/7/2025

Jeff Davis
Deputy Chief Executive Officer

Approved as to Form:

Aleshire &Wynder LLP

By: DocuSigned by: 7D0F5E4E9D9F405... Date: 11/5/2025

Name: Fred Galante

Title: Special Counsel, San Diego Housing Commission

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Attachment A

Schedule of Definitions

1. "Authority" means the Housing Authority of the City of San Diego.

2. "City" means the City of San Diego.

3. "Claims" means damages, liabilities, claims, fines, fees, costs, penalties, judgments, complaints, causes of action, actions, and demands, including, without limitation, demands arising from injuries to or death of persons (including Contractor's employees, agents, and subcontractors) and damage to real or personal property, or any other losses, damages, or expenses.

4. "Commission" means the San Diego Housing Commission. When this Contract specifies an action to be taken or withheld by the Commission, "Commission" shall include the authorized officers, employees, and agents of the Commission.

5. "Contract Price" means the amount specified in Article 3 of the Contract.

6. "Disabled Veteran Business Enterprise" means a business that meets the qualifications specified by and is certified in accordance with California Military and Veterans Code sections 999 et seq.

7. "Disadvantaged Business Enterprise" means a business that meets the qualifications specified by 49 C.F.R. pt. 26 and that is certified as such by the California Department of Transportation.

8. "General Conditions" means the form entitled "General Contract Conditions for Small Construction/Development Contracts," attached hereto as Attachment B.

9. "Indemnitee" means the Commission, the Authority, the City, or any commissioner, officer, employee, member, council member, or agent thereof.

10. "Parties" means the Commission and Contractor, collectively, and "Party" means either of the Parties, individually.

11. "Prevailing Wage Attachment" means the "Prevailing Wage Notification" attached hereto as Attachment F.

12. "Service-Disabled Veteran-Owned SBC" means a business that meets the qualifications specified by 13 C.F.R. pt. 125 and that is certified as such by the United States Veterans Administration or the United States Small Business Administration.

13. "Special Conditions" means the "Special Contract Conditions for Small Construction/Development Contracts," attached hereto as Attachment C.

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14. “Specifications/Scope of Work” has the meaning ascribed thereto by Section 102.

15. “Supplemental Conditions” means the “Supplemental Contract Conditions for Small Construction/Development Contracts,” attached hereto as Attachment D.

16. “Work Force Report” means the City’s form entitled “Work Force Report,” currently form number BB05, as the same may be amended, updated, or superseded from time to time.

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Attachment B
General Contract Conditions for Small Construction/Development Contracts

To be continued on next page…

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contrac ts, greater than $2,000 but not more than $250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

(a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

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

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

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

(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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

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

(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract

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

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than $ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not *less* than $ _____ [Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
(1) In the specifications (including drawings and designs);
(2) In the method or manner of performance of the work;
(3) PHA-furnished facilities, equipment, materials, services, or site; or,
(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the fiunishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

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

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

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

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

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

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

9. Examination and Retention of Contractor's Records

The HA, 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(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 3prioritization 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.

14. **Labor Standards - Davis-Bacon and Related**

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

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor’s failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract , or upon the contractor’s failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment,

advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)A contracting agency for its reprocurement costs;

(C)A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D)A contractor's assignee(s);

(E)A contractor's successor(s); or

(F)A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i) Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B)*Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C)*Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*—(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B)Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)*Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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

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

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

(D) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

(E) *Signature.* The signature by the contractor, subcontractor , or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5 .5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, own er, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—(i) Apprentices*—(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentice s must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i) (A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any per son to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts cover ed by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) Subcontracts. The contractor or subcontractor mu st insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause req uiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSS A or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference*. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law*. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

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Attachment C
Special Contract Conditions for Small Construction/Development Contracts

The numbering of the sections of these Special Contract Conditions for Small Construction/Development Contracts (these "Special Conditions") corresponds to the numbering of the sections of the General Contract Conditions for Small Construction/Development Contracts HUD 5370-EZ (the "General Conditions"), attached to the Contract as Attachment A. Unless otherwise specified, the terms of these Special Conditions shall be deemed to amend and restate the sections and subsections of the General Conditions to which their numbering corresponds. In the event of a conflict between the terms of the General Conditions and these Special Conditions, the terms of these Special Conditions shall prevail.

1. Definitions. Solely for the purposes of the General Conditions, the Special Conditions, and the Supplemental Conditions, the following terms shall have the following meanings, whether capitalized or not, except as the context may otherwise require:

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

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

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

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

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

(f) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to the contract. PHA also refers to the Commission.

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

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

2. Insurance.

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

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the PHA for all work performed by Contractor and its employees, agents, and subcontractors.

(2) Commercial General Liability with a combined single limit for bodily injury and property damages of not less than $1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements shall apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than $1,000,000.00 per occurrence.

(b) [No changes have been made to this Subsection 6(b) of the General Conditions.]

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

All insurers must maintain an A.M. Best's rating of no less than A:VIII unless otherwise approved by the PHA in writing. Contractor and its subcontractors shall add as additional insureds the City of San Diego, the Housing Authority of the City of San Diego, and the San Diego Housing Commission, and all of their respective councilmembers, commissioners, officers, employees, and agents. The foregoing additional insureds shall be included on all endorsement forms for the insurance required hereby on (i) form CG 20 10 11 85 or (ii) forms CG 20 10 10 01 *and* CG 20 37 10 01. The certificate holder for all insurances required hereby shall be "City of San Diego, the Housing Authority of the City of San Diego, and the San Diego Housing Commission, 1122 Broadway, Ste. 300, San Diego, CA 92101."

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Attachment D
Supplemental Contract Conditions for Small Construction/Development Contracts

The following supplemental conditions shall apply to this Contract.

101. Contractor's Responsibility for Work.

(a) Contractor shall at all times keep the work area, including storage areas, free from accumulation of waste materials. After completion of the work and prior to the final inspection, Contractor shall (i) remove from the premises all scaffolding, equipment, tools, and materials that are not the property of the PHA, including waste materials caused by its work; (ii) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (iii) perform all specified tests, if any; and (iv) deliver the installation in complete and operating condition.

(b) Contractor's responsibilities under this Contract shall terminate when all work has been completed, the final inspection has been made, and the work has been accepted by the PHA.

102. Conflict Between Drawings and Specifications. In the event of a conflict between drawings and specifications, as defined in the General Conditions, the most stringent requirements shall apply.

103. Permits and Codes.

(a) Contractor shall give all notices in accordance with and comply with all applicable laws, ordinances, codes, rules and regulations, including, as amended from time to time: safety orders of Cal/OSHA; the National Electric Code; the Uniform Building Code; the Federal Water Pollution Control Act; the Clean Air Water; regulations and permits issued under the National Pollutant Discharge Elimination System (NPDES); other permit requirements published by the U.S. Environmental Protection Agency; and all other applicable federal and state laws or regulations Notwithstanding the requirement of Contractor to comply with the drawings and specifications in the Contract, all work installed shall comply with all applicable codes and regulations. Before installing the work, Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the Contract by change order pursuant to Section 8 of the General Conditions to conform to the code or regulation, except such change order shall not entitle Contractor to any additional compensation.

(b) Contractor shall secure and pay, at its sole expense, for all permits, fees, and licenses necessary for the proper execution and completion of the work.

(c) In the case of any conflict between any of the documents, laws, or regulations mentioned above and the specifications and drawings, the most stringent requirements shall apply.

104. Warranty of Title. Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens, or charges.

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105.Other Warranties.

(a) In addition to any other warranties in this Contract, Contractor warrants that work performed under this Contract, whether by Contractor or any of its subcontractors, conforms to the Scope of Work/Specifications, shall use only new materials and equipment unless otherwise specified in the Scope of Work/Specifications, is of good, workmanlike quality, and is free of any defect in equipment, material, or workmanship. If requested by the Contracting Officer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used for the work.

(b) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, Contractor shall: (i) obtain all warranties that would be given in normal practice; (ii) require all warranties to be executed in writing for the benefit of the PHA; and (iii) enforce all warranties for the benefit of the PHA.

106.Guarantee of Work. Except as otherwise specified in this Contract, all work shall be guaranteed by Contractor against breaches of any warranty specified in Sections 104 or 105 (each a "Warranty Breach") for a term of two (2) years from the date of the PHA's final acceptance of all work to be performed pursuant to this Contract (the "Guarantee Term"). If, within the Guarantee Term, the PHA determines, in its sole discretion, that repairs or modifications to the work are required as the result of a Warranty Breach, Contractor shall, promptly upon receipt of written notice from the PHA, at Contractor's sole expense: (a) place in satisfactory condition, in every particular, all of such work and correct all defects therein; (b) make good all damage to the buildings, sites, or equipment, or contents thereof, that is the result of a Warranty Breach, as determined by the PHA in its sole discretion; and (c) make good any work, material, equipment, or contents of the site that are disturbed in fulfilling any such guarantee.

If, in the fulfillment of its guarantee pursuant to this Section, Contractor disturbs any work guaranteed under another contract with the PHA, Contractor shall restore such disturbed work to a condition satisfactory to the PHA and guarantee such restored work to the same extent as it was guaranteed under such other contract.

If Contractor, after notice, fails promptly to comply with the terms of this Section, the PHA may act in Contractor's stead to fulfill Contractor's guarantee, and Contractor and its surety shall be liable for all expenses incurred.

All special guarantees applicable to definite parts of the work that may be specified in this Contract shall be subject to the terms of this Section 9 during the first year of such special guarantee.

The remedies specified in this Section are cumulative to all other remedies of the PHA under this Contract. Nothing in this Section shall be construed to limit the rights of the PHA to pursue any other remedy under this Contract or at law or in equity.

107.Emergency Repairs. For purposes of this Section, "Emergency" means any work or

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condition at the project site that poses an immediate threat to life, health, safety, or property, or that is related to fire safety. Contractor acknowledges and agrees that in the event that an Emergency is discovered and/or occurs during times that Contractor cannot respond within one (1) hour of oral notification by the PHA and take such corrective actions as are necessary to abate the cause of the Emergency and/or repair the damage caused by the Emergency, the PHA shall be entitled to and may, at the sole cost and expense of Contractor, take such actions as are necessary, in the opinion of the PHA, to abate the Emergency and to repair any and all damages caused by the Emergency. Contractor shall, within five (5) days of the receipt of invoices from the Contracting Officer related to such actions, reimburse the PHA and/or pay such invoices, as the Contracting Officer shall direct. Failure of Contractor to so reimburse the PHA and/or pay the invoices within the time specified, may, at the option of the PHA, be deemed a material default under the terms of this Contract.

The remedies specified in this Section are cumulative to all other remedies of the PHA under this Contract. Nothing in this Section shall be construed to limit the rights of the PHA to pursue any other remedy under this Contract or at law or in equity.

108.Subcontracts.

(a) As used in this contract:

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

(2) "Subcontractor" means any firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor. Subcontractor for this purpose is also defined as provided by California Government Code section 4113.

(b) Contractor shall not enter into any subcontract with any subcontractor that has been temporarily denied participation in a HUD program or has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the State of California.

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

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

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

109. Addenda. Any addenda issued during the time of bidding shall be a part of this Contract to the extent not in conflict with any of the other terms, conditions, or attachments hereto.

110.Color Selection. Where color selection is required, unless otherwise specified in the Contract, selection shall be made by the Contracting Officer from Contractor's selected

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manufacturer's standard colors and finishes, samples of which shall be submitted by Contractor for approval. No material requiring color selection shall be delivered to the job site prior to the receipt by Contractor of the Contracting Officer's approval of the selected colors, and all materials shall conform to the approved colors.

109. Notices. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing. Any notice or demand shall be deemed sufficiently given (i) upon receipt if delivered personally, (ii) three (3) business days after deposit via United States first-class mail with postage prepaid, or (iii) one (1) business day after delivery with charges prepaid to any nationally recognized overnight carrier for next-day delivery, in each case, addressed to a party at that party's address specified at the beginning of this Contract or to such other address as such party may designate for such purpose in writing to the other party from time-to-time.

110. Contractor's License. Contractor and its subcontractors shall be licensed for the type of work to be performed as required by the California law and the California Contractors State License Board and shall maintain a valid license for the term of the Contract. It shall be the responsibility of Contractor and its subcontractors to determine the type of license required for the specific work performed. Contractor and its subcontractors shall also maintain current business licenses for the jurisdictions in which work is performed under this Contract.

111. Additional Instructions. The Contracting Officer will make available to Contractor, with reasonable promptness, such further detailed explanations, instructions, and drawings as may be necessary for the proper execution of the work under the Contract. In giving such additional information, the Contracting Officer shall have the authority to make non-material changes to the approved drawings and specifications.

112. Defective Work and Materials. Contractor shall promptly remove from the project site all materials condemned by the PHA as failing to conform to this Contract whether incorporated in the work or not. Where materials and/or work have been condemned by the PHA, Contractor shall promptly replace and re-execute the work in accordance with this Contract and shall make good all work destroyed or damaged as a result, all at Contractor's sole expense.

113. Dust Palliation. Throughout the term of this Contract, Contractor shall effectively dust-palliate the work site. Such palliation shall occur with such frequency as will satisfactorily allay the dust during all hours that work is being performed. Manufactured items installed in the project and not specifically covered in the specifications are to be installed in strict accordance with the manufacturer's current printed instructions.

114. Job Site. Contractor must designate an area of the job site to serve the posting requirements of this Contract that is in plain view in a well-trafficked area. Contractor shall post all notices required by this Contract or any law or regulation in such area, in the form required by law. Contractor and its subcontractors may maintain such office and storage facilities at the job site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Contracting Officer shall be consulted with regard to such locations. Upon

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completion of the project, or as directed by the Contracting Officer, Contractor shall remove all temporary structures and facilities from the site and leave the premises in the condition required by the Contracting Officer.

115. Normal Seasonal Rainfall. Normal seasonal rainfall shall be determined from the rainfall record of the National Weather Service, taken at the recording station nearest to the site of construction, and shall be the monthly average of the past thirty (30) years, of the number of days in which one-one hundredth (0.01) of an inch or more of rain was recorded. Such normal seasonal rainfall shall not be considered a valid basis for an extension of time to perform the work pursuant to this Contract without the written approval of the Contracting Officer.

116. Notice to Proceed. Contractor shall procure and provide the following to the Contracting Officer within ten (10) days of the full execution of this Contract: (a) performance and payment bonds (When the contract value exceeds ***$25,000.00***, the Contractor shall be required to provide the Commission with a ***payment bond*** in the amount of the price of the Contract Award Amount. When the contract value exceeds ***$100,000.00***, the Contractor shall be required to provide the Commission with both ***payment and performance bonds*** in the amount of the price of the Contract Award Amount.); (b) all certificates of insurance required by this Contract; (c) a construction progress schedule; (d) all submittals necessary to commence construction as identified in the Specifications/Scope of Work; and (e) all other documents specified by the Contracting Officer. Upon satisfactory receipt of the foregoing documents, the Contracting Officer will issue a "Notice to Proceed" to Contractor. In no event shall Contractor commence work prior to receipt of the Notice to Proceed.

117. Pre-final Inspection. Prior to the completion of the work, Contractor shall notify the Contracting Officer that the work is substantially complete and request a preliminary final inspection. Contractor's request shall include a list of items that are not anticipated to be completed by the time of the inspection but will be completed by the time of the final inspection. If, upon receipt of Contractor's notification, and in the opinion of the Contracting Officer, sufficient work has been completed to justify a preliminary final inspection, the Contracting Officer will notify Contractor and arrange for the date and time of the inspection. At the completion of the preliminary final inspection, the Contracting Officer will present Contractor with a list of items to be finished, corrected, and otherwise redressed (a "punch list") before the final inspection and shall arrange with Contractor a time and date for either another preliminary final inspection or for the final inspection. Items listed on a punch list must be completed within seven (7) calendar days of the associated inspection.

118. Progress Meetings. Contractor shall conduct weekly progress meetings at the site during the progress of work and prepare a meeting agenda and notes regarding the meeting, which shall be distributed to the attendees. If either party takes exception to anything in the meeting notes, it shall state its objections in writing to the other party within five (5) working days following receipt.

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As part of the last weekly progress meeting of a given month, Contractor shall schedule and hold a billing meeting with the Contracting Officer to agree on the percentage of work completed up to that date and to establish the amount to be requested for any partial payment.

119. Closeout Documents. Contractor shall deliver all Project Record Documents to the Contracting Officer within twenty-one (21) calendar days of receipt of a written request therefor from the Contracting Officer or receipt of a "Notice of Completion" from the Contracting Officer, whichever occurs first. "Project Record Documents" shall consist of all original permits, inspection cards, stamped or perforated drawings for construction (plans), and other project documentation that constitute the Project Record Documents as specified in this Section. Contractor shall store the Project Record Documents in its offices or the field office apart from documents used for construction. Contractor shall maintain the Project Record Documents in a clean, dry, legible condition and in good order. Contractor shall not use the Project Record Documents for construction.

(a) Project Record Documents shall also include:

(1) As-built plan documents depicting all revisions and deviations (if applicable). Drawings shall be in AutoCAD .dwg format and Adobe .pdf formats or as otherwise approved by the Contracting Officer. Contractor shall provide one (1) full-size hard copy print and (1) electronic copy of all as-built drawings and files. Hand-drawn or "red-line" drawings shall not be accepted without the Contracting Officer's prior approval. Drawings shall be legible, reproducible, and properly identified such that they may be used as a reference for maintenance or construction;

(2) An operation, maintenance, and warranty binder ("OM&W Binder") in one (1) hard copy, bound in a three-ring binder and one (1) electronic copy in Adobe .pdf format. The hard copy of the OM&W Binder shall be in original form (with wet signatures) and shall contain the following items at a minimum (as applicable):

(i) Table of contents;

(ii) A list containing the names, business telephone numbers, emergency telephone numbers, e-mail addresses, website addresses, and other contact information for Contractor and all of its subcontractors and major suppliers/manufacturers associated with the project;

(iii)Each applicable building system or component and the name of Contractor and/or any subcontractor performing work on such system or component;

(iv)A detailed description of system operation, including start-up, shut-down, and emergency procedures as well as any installation and safety instructions;

(v) Single line diagrams and control wiring diagrams;

(vi)Drawings for construction and shop drawings;

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(vii) Detailed product literature with technical information inclusive of use and care instructions;

(viii) Maintenance schedule, testing instructions, and performance parameters;

(ix) Parts list including recommended spare or replacement parts;

(x) Manufacturer's warranties for all major components;

(3) Davis-Bacon and/or state prevailing wage certified payroll reports and statements of compliance, which shall be subject to the review and approval of the PHA;

(4) Section 3 final documents;

(5) Contractor's certificate and release, appropriately notarized;

(6) Releases of all liens, appropriately notarized

(7) Request for release of the retention

(8) Request for final payment; and

(9) All other forms requested by the PHA.

(b) Time is of the essence of performance of this Section.

(c) Liquidated Damages. In addition to all other remedies to which the PHA is entitled pursuant to this Contract and at law and in equity, Contractor shall pay liquidated damages to the PHA in the amount specified in Article 13 of the Contract for each calendar day Contractor has failed to deliver all Project Record Documents in accordance with this Section.

(d) Final Payment. In no event shall final payment be made to Contractor prior to the PHA's receipt and approval of the Project Record Documents.

120. Protection of Adjoining Work. During the performance of the work, Contractor shall ensure that adjoining areas are adequately protected and that upon completion of all work, all surfaces and adjoining surfaces that may have been damaged are restored to a condition acceptable to the Contracting Officer.

121. Restoration and Clean Up. At the conclusion of the work, Contractor shall restore or replace materials and finishes damaged by Contractor and its subcontractors. Such

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restoration shall be at performed at Contractor's sole expense and shall be equal to the original work, including by ensuring that finishes shall match the appearance of existing adjacent work.

Upon completion of the work, Contractor shall remove all of its tools, material, and other articles from the property. Should Contractor fail to take prompt action to this end, the PHA may, at its option and without waiver of such other rights as it may have, on thirty (30) days' notice, treat such items as abandoned property. All rubbish, debris, and waste material shall be completely removed. The entire area, including all fixed equipment, floors, and hardware shall be cleaned to remove paint spots and accumulated dirt or dust, and shall be left in broom-clean condition. The cleaning shall include a thorough cleaning of all windowsills and ledges, horizontal projections, floors, and other surfaces where dirt has collected. Plumbing fixtures and all built-in equipment shall be thoroughly cleaned and polished. Glass shall be washed on both sides. If Contractor fails to adequately clean up the site, the PHA may do so at Contractor's sole expense.

122. Scaffolding. Scaffolding shall be the responsibility of Contractor and subcontractors and shall comply with California law.

123. Storm Water Management, Discharge Control, Drainage Regulations, and Grading. Contractor shall, in performing the work specified in this Contract, comply with any and all applicable federal, state, and/or local requirements for the proper handling of storm water, for discharge control, and for drainage and grading, including but not limited to the provisions of the San Diego Municipal Code as referenced generally in Chapter 4 of Article 3 of Division 3, Storm Water Management and Discharge Control, Chapter 14, Article 2, Division 1, Grading Regulations, and Chapter 14, Article 2, Division 2, Drainage Regulations, including but not limited to sections 43.0301 et seq., 142.0101 et seq., and 142.0201 et seq. of the San Diego Municipal Code, all as amended from time to time. In addition, Contractor shall comply with the provisions and requirements of the City of San Diego Stormwater Standards Manual. In the event that any of these laws, regulations, or guidelines conflict with each other or any others, the most stringent requirements shall apply. It is the intent of the Commission and Contractor that all work be done in strict compliance with all federal, state, and local requirements concerning storm runoff, discharge of storm runoff, and proper drainage and grading procedures.

124. Telephone Pre-wire and Temporary Utilities During Construction. Contractor will contract, pay for, and coordinate installation of telephone pre-wiring, if necessary, with Pacific Bell. Any costs associated with temporary utilities including, but not limited to, electricity, water, or telephone, will be coordinated by, and at the sole expense of, Contractor.

125. Tests and Inspections. Arrangements for testing and inspections, as required, shall be authorized and performed under the direction of the Contracting Officer. The costs of all material tests that fail to meet specifications shall be deducted from the contract price. The costs of all material tests that meet specifications shall be paid for by the PHA.

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Attachment E
Specifications/Scope of Work
EMERGENCY REMEDIATION SERVICES

SPECIFICATIONS/SCOPE OF SERVICES

Contractor will provide **Remediation & Disaster Recovery Services** to the Commission and/or the Limited Liability Companies, as well as other public agencies nationally through the Axia Cooperative purchasing program, on an as-needed basis, as described herein, for residential units and office spaces (the "Properties"). The Commission reserves the right to make additions and/or deletions of properties serviced and/or additions, deletions, revisions, and/or otherwise modify this Specifications/Scope of Work.

SUMMARY OF WORK

Contractor will provide comprehensive emergency response and recovery services to support both routine emergency needs and major disaster events. This contract will be structured as a time and materials agreement, ensuring rapid mobilization and scalable response efforts.

Contractor should respond to day-to-day emergencies (e.g., burst pipes, sewage backups, HVAC failures) as well as large-scale disasters (e.g., earthquakes, fires, hurricanes, and FEMA-declared events). To ensure federal funding eligibility, the contract must comply with 2 CFR §200, Subpart D procurement standards.

PERSONNEL

Contractor shall supply the Housing Commission with name(s) and phone number(s) of responsible person(s) representing the Contractor. All Contractors' personnel shall be required to wear uniforms bearing company name while on the properties. Uniform shall consist of shirt and jacket with company name. Contractor shall ensure that personnel present a neat and clean appearance at all times.

SAFETY

Contractor shall be responsible for providing a safe workplace, and compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS), State of California Manual of Traffic Controls, and any other applicable governmental law or Housing Commission risk management standards.

PROTECTION OF EXISTING FACILITIES AND STRUCTURES

Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the Commission and SDHC Limited Liability Companies properties. Any damage to Commission and Limited Liability Companies property deemed to be caused by the Contractor shall be corrected or paid for by the Contractor at no cost to the Commission or the SDHC Limited Liability Companies.

ADDITIONS/DELETIONS TO HOUSING COMMISSION SPECIFICATIONS

Commission reserves the right to make additions and/or deletions of properties serviced and/or additions, deletions, revisions, and/or otherwise modify the Commission's Specifications. Any

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changes in the specification that causes the Contractor to suffer additional expenses may be negotiated upon written justification.

CONTRACT MONITORING

Commission representatives will monitor sites to assure specification/scope of work requirements are being met and will notify Contractor regarding resolution of any deficiencies.

RESIDENT EMPLOYMENT OPPORTUNITY

The Commission asks that the Contractor make a good faith effort in the hiring and training of Commission residents. The Contractor shall maintain any and all records/solicitations used towards this effort.

SMALL,MINORITY-OWNED, WOMEN's BUSINESS ENTERPRISE, VETERAN-OWNED BUSINESSES, AND LABOR SURPLUS FIRM AFFIRMATIVE CONSIDERATIONS.

The Commission requires that for all federally-funded projects (i.e. HUD, FEMA Public Assistance), that an awarded prime contractor who plans to utilize subcontractors will make and document all the following affirmative considerations when selecting subcontractors:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

RECORD KEEPING & DOCUMENTATION

Contractor shall retain records for at least 3 years post-project completion and provide detailed cost breakdowns upon request. Contractor shall provide digital tracking of invoices, labor hours, and materials used.

PERFORMANCE REVIEWS

Quarterly performance assessments may be conducted to ensure compliance.

MANDATORY FEMA CCOMPLIANCE TRAINING

Contractor must participate in annual FEMA procurement training.

NO COST-PLUS-PERCENTAGE-OF-COST- PRICING

Pricing shall contain no cost-plus-percentage-of-cost elements.

SCOPE OF WORK

The scope of work is divided into three primary categories:

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1. On-Call Emergency Response & Repair Services

2. Disaster Response & Recovery Services

1. On-Call Emergency Response & Repair Services

The contractor must provide 24/7/365 rapid response services for routine emergencies affecting agency properties. Response time must be within 2-4 hours for urgent issues and within 24 hours for non-emergency repairs.

Key Services include but are not limited to:

a. Water Damage & Structural Mitigation
- i. Pipe bursts, ceiling leaks, and appliance-related flooding
- ii. Water extraction, drying, and mold prevention
- iii. Emergency board-up and tarping services
- iv. Dehumidification and moisture control

b. Plumbing & Sewage Overflows
- i. Clearing and repairing clogged or damaged sewer lines
- ii. Septic backups and overflows
- iii. Grease trap and stormwater drainage issues
- iv. Gas leaks
- v. Water heater/boiler malfunction

c. HVAC, Electrical & Mechanical Failures
- i. Repair or replacement of inoperable heating/cooling systems
- ii. Refrigerant leaks
- iii. Malfunction of Building Operations Systems
- iv. Generator maintenance and emergency power supply
- v. Electrical wiring issues, panel failures, and power outages

d. Fire Suppression Systems, Fire & Smoke Damage Remediation
- i. Malfunction of fire suppression systems
- ii. Removal of fire-damaged materials
- iii. Smoke and odor remediation
- iv. Structural integrity assessments

e. Pest Control
- i. Rodent, bedbug, and insect infestation control
- ii. Removal of displaced or deceased wildlife
- iii. Treatment of infested or contaminated areas

f. Biohazard Cleanup
- i. Removal of hazardous materials, including bloodborne pathogens
- ii. Decontamination and disinfection of affected areas to eliminate bio-hazardous risks
- iii. Proper containment, transport, and disposal of bio-hazardous materials

2. Disaster Response & Recovery Services

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In the event of a disaster, the contractor must provide rapid deployment of personnel and resources to mitigate, assess, and restore affected properties. A scalable response framework is required, capable of handling multiple incidents simultaneously.

a. Emergency Response & Immediate Mitigation (First 72 Hours)
i. Rapid mobilization of emergency teams within 2-4 hours.
ii. Damage containment to prevent further deterioration.
iii. Setup of temporary utility connections (water, power, HVAC).
iv. Emergency shelter set up for displaced residents.

b. Damage Assessment & Documentation (Insurance- and FEMA-Compatible)
i. Detailed damage reports including insurance and/or FEMA reimbursement cost estimations.
ii. GIS mapping of affected properties.
iii. Use of pre- and post-event photographic documentation for insurance and federal claims.
iv. Drone inspection services.

c. Debris Removal & Environmental Remediation
i. Segregation of eligible/ineligible debris in compliance with FEMA Public Assistance.
ii. Set up and management of temporary debris management sites, including permitting
iii. Reduction and disposal of vegetative debris
iv. Recycling of white goods (household appliances such as washers, dryers, refrigerators, etc.)
v. Hazardous material removal (asbestos, mold, lead paint).
vi. Waste disposal in accordance with federal and state environmental laws.

d. Temporary & Long-Term Housing Solutions
i. Temporary Housing: Installation of modular housing units or mobile trailers.
ii. Utility Restoration: Reconnection of power, water, and gas services.
iii. Structural Shoring & Stabilization: Temporary bracing of damaged buildings.

1. When and as requested by the Commission, Contractor shall provide all labor and materials necessary to provide qualified restoration and remediation services not involving construction (the "Work") at any property and/or site owned and/or operated by the San Diego Housing Commission.

2. Contractor shall perform the Work in accordance with Applicable Law and best trade practices.

3. Contractor shall make such investigations as are reasonably necessary to enable Contractor to fully understand the facilities, difficulties, and restrictions attending the execution of the Work. Contractor shall also thoroughly examine and be familiar with all specifications applicable to the Work.

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4. At all times, Contractor shall supervise and direct the Work using its best skill and expertise, with adequate personnel, to ensure the Work is of the highest quality. Contractor shall be solely responsible for all assigned Work, including the means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Commission shall have no responsibility to explain the scope of the Work for any project other than to Contractor's designated project manager.

5. Contractor shall immediately notify the Commission upon discovery of any new or unknown issues. The Commission shall thereafter determine if additional action is required.

B. REQUIREMENTS FOR PERFORMANCE OF THE WORK.

1. Contractor shall perform a thorough physical survey and inspection of the Property to evaluate all damage to the contents and structures including, for water events, the presence of odors, standing water, and water damage; and for fire events, the presence of odors, soot, ash, and fire damage.

2. Throughout the course of the Work, Contractor shall document damages and remediation efforts via digital photographs and/or digital video.

3. Contractor shall provide a written/electronic report of the scope of damages.

4. Contractor shall provide a written/electronic detailed, itemized estimate of the Work proposed to remediate the damages.

5. Contractor shall, at own its cost and expense, and in accordance with Applicable Law, assume responsibility for any and all leaks, spills, or other emergencies occurring in connection with performance of the Work. If leaks or spills, including leaks or spills of hazardous substances, occur at the Property other than as a result of the Work, response to the leak or spills may be added to the scope of the project.

6. Throughout the course of the Work, Contractor shall document and provide on-going periodic written/electronic reports regarding humidity readings in the affected areas of the Property.

7. From time to time, and as requested by the Commission, Contractor shall schedule and hold meetings with the Commission to discuss the progress of the Work and any matters of concern related thereto.

8. Upon completion of the Work, Contractor shall provide the Commission a written/electronic comprehensive final report with detailed information concerning all Work performed in sufficient detail to satisfy FEMA and insurance company requirements.

9. Contractor shall provide the Commission with an itemized invoice of all charges for the Work with respect to each project.

10. Contractor will coordinate through Contract Administrator or designee to effectively complete the work.

11. Upon request and without unreasonable delay, Contractor shall accommodate and facilitate inspection of the Work by any authorized representative of the Commission.

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12. Work areas shall be kept as neat, clean, and orderly as reasonably possible during performance of the Work. At all times during which the Work is not in progress, the affected areas of the Property shall be maintained free of debris or trash. At the end of each day of the Work, Contractor shall dispose of all debris or trash in accordance with Applicable Law and shall not use waste bins or dumpsters provided for use of residents of the Property for such disposal.

13. At all times from the commencement until the completion of the Work, Contractor shall provide and maintain a safe, secure, and clear means of ingress and egress for its employees and all residents, visitors, and guests. Such ingress and egress access shall include, but is not limited to, access to all residential dwelling units, individual parking stalls, pathways, and common areas, unless any of the foregoing are in a Work area. In such case, Contractor shall identify alternate means of ingress and egress for residents while the Work is in progress, to the extent reasonably possible. Temporary walking surfaces shall be built to accommodate foot traffic and at no time shall residents be kept from passing to or from their units for greater than four (4) hours. At all times, Contractor shall ensure the minimum ingress and egress required by Applicable Law, including applicable building and fire codes.

C. SCHEDULE OF WORK AND AVAILABILITY.

1. Contractor shall be available to perform the Work at any time, 24 hours per day, seven days per week, 365 days per year. Whenever reasonably possible, the Work shall be performed during standard business hours, Monday through Friday, 7:00 a.m. to 5:00 p.m. However, Contractor shall be available to perform emergency or other unscheduled Work at all times of the day.

2. For the duration of the term of this Agreement, Contractor shall provide the Commission with an on-call, 24-hour telephone number for emergency services.

3. No Work shall be performed without written authorization from the Commission.

D. POTENTIAL SCOPE OF WORK ORDER.

1. As applicable to a specific work order, the Work may consist of the following:

a) Fire, smoke, and water damage recovery;

b) Water extraction and moisture control (desiccant dehumidification);

c) Decontamination and cleaning of heating ventilation and air conditioning (HVAC) units and ductwork;

d) Microbial remediation;

e) Telecommunications recovery;

f) Electronics restoration;

g) Media recovery;

h) Documents, books, and vital records recovery;

i) Equipment recovery and restoration;

j) Post-construction cleanup;

k) Pre-catastrophe registration;

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l) Biohazard cleanup;

m) Debris removal;

n) Building deodorization/odor Control;

o) Carpet cleaning;

p) Content cleaning and decontamination;

q) Structural cleaning and restoration;

r) Structural and content drying; and/or

s) Transportation and storage.

2. In addition to the foregoing, the Work may also include the following:

a) Remediation Services – Stabilize the environment to control moisture and dampness to prevent the growth of mold and mildew. Stabilize and dry the air with fresh air to prevent the growth of mold and mildew. Take immediate action to remove all traces of standing water. Disinfect and clean items as necessary to remediate damage by mold, smoke, fire, water, etc.;

b) Demolition Services – General demolition and hauling and dispose of debris off site;

c) Cabinetry Cleanings – Disinfect and clean cabinetry as necessary;

d) Framing and Rough Carpentry Services – Carpentry to replace damaged plywood, siding, cabinets, insulation, countertops, drywall, etc., as consistent with remediation services;

e) Furniture Removal / Set-Up – Remove furniture from units as necessary to perform the Work without further damage to such furniture; return furniture to original position upon completion of the Work;

f) Hazardous / Biohazardous Waste Clean-up – Remediate and clean hazardous, biohazardous, or chemical waste;

E. ESTIMATES.

1. Contractor shall provide an estimate for any proposed Work pursuant to a detailed description and specifications of the project provided by the Commission. Each estimate shall be made on a "not to exceed" basis as specified by the Commission and shall specify the estimated number and trades of employees required, the estimated number of hours for each trade, the hourly rates for each trade and classification, an itemized breakdown of proposed services with costs, the number of calendar days required for project completion, and any lead times before the Work can commence. Contractor shall also include an assessment of additional repairs Contractor believes may be necessary upon inspection of the affected areas of the Property and their surroundings.

2. After initial contact by the Commission as to any given project, either Party may request a meeting prior to submittal of the written estimate. The meeting shall be scheduled within two (2) to four (4) calendar days after the initial contact. The written estimate shall be provided within five (5) business days after the initial contact or the pre-estimate meeting, if applicable. Contractor shall ensure it has requested and received from the Commission all information reasonably necessary before providing the estimate.

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3. The estimate may be revised based on subsequent discussions. Once the Commission has approved the estimate, the Commission will issue a purchase order and notify Contractor to proceed with the Work. No work shall commence prior to receipt of such purchase order and notification.

ON CALL REMEDIATION SERVICES

Compensation Terms

1. For all Work, the Commission shall pay Contractor at the following rates for each trade, the hourly rates for each trade and classification, an itemized breakdown of proposed services with costs, the number of calendar days required for project completion, and any lead times before the Work can commence. Contractor shall also include an assessment of additional repairs Contractor believes may be necessary upon inspection of the affected areas of the Property and their surroundings.

2. After initial contact by the Commission as to any given project, either Party may request a meeting prior to submittal of the written estimate. The meeting shall be scheduled within two (2) to four (4) calendar days after the initial contact. The written estimate shall be provided within five (5) business days after the initial contact or the pre-estimate meeting, if applicable. Contractor shall ensure it has requested and received from the Commission all information reasonably necessary before providing the estimate.

3. The estimate may be revised based on subsequent discussions. Once the Commission has approved the estimate, the Commission will issue a purchase order and notify Contractor to proceed with the Work. No work shall commence prior to receipt of such purchase order and notification.

ON CALL REMEDIATION SERVICES

Compensation Terms

For all Work, the Commission shall pay Contractor at the following rates

JOB CLASSIFICATION

Continued on next page…

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Hourly Rates		
General Foreman	$	N/A
Journeyman	$	125.37
Working Foreman	$	N/A
Apprentice	$	N/A

OVERTIME RATES:		
General Foreman	$	N/A
Journeyman	$	153.19
Working Foreman	$	N/A
Apprentice	$	N/A

HOLIDAY RATES:		
General Forman	$	N/A
Journeyman	$	189.12
Working Forman	$	N/A
Apprentice	$	N/A

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Potential Equipment Rentals	
Dehumidifier	$ $85
Extractor (portable only)	$ $150
Fan	$ 30

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Wages and Employer Payments:

Classification (Journeyperson)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday[a]	Training	Other[b]	Hours	Total Hourly Rate	Daily Overtime Hourly Rate (1 ½ X)	Saturday Overtime Hourly Rate[c] (1 ½ X)	Sunday/ Holiday Overtime Hourly Rate (2 X)
Asbestos and Lead Abatement Worker	$43.88	$9.25	$12.07	$5.02	$0.85	$0.51	8.0	$71.58	$93.52	$93.52	$115.46

70.73

Note:
Asbestos Abatement must be trained and the work conducted according to the Code of Federal Regulations 29 CFR 1926.58, the California Labor Code 6501.5 and the California Code of Regulations Title 8, Section 5208. Contractors must be certified by the Contractors' State License Board and registered with the Division of Occupational Safety and Health (DOSH). For further information, contact the Asbestos Contractors Abatement Registration Unit, DOSH at (916) 574-2993.

Recognized holidays:
Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Travel and/or subsistence payment:
In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Director's General Prevailing Wage Determinations Website (http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Prevailing Wage Apprentice Determinations Website (http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp).

[a] Includes an amount for supplemental dues.

[b] Includes amounts for Center for Contract Compliance, Contract Administration Fund, Industry Fund, and Laborers' Trust Administrative Trust Fund.

[c] Saturdays in the same work week may be worked at straight-time if the job is shut down during the normal work week due to inclement weather, or reasons beyond the control of the employer.

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Category	Description	Unit of Measure	Not-To-Exceed Fixed Pricing
Unscheduled/Specialty Work	Third Party Cost Ranges - Under $50,000	Flat Fee	3750
Unscheduled/Specialty Work	Third Party Cost Ranges - $50,001 to $100,000	Flat Fee	7500
Unscheduled/Specialty Work	Third Party Cost Ranges - $100,001 to $250,000	Flat Fee	18750
Unscheduled/Specialty Work	Third Party Cost Ranges - $250,001 to $500,000	Flat Fee	37500
Unscheduled/Specialty Work	Third Party Cost Ranges - $500,001 to $750,000	Flat Fee	56250
Unscheduled/Specialty Work	Third Party Cost Ranges - $750,001 to $1,000,000	Flat Fee	75000
Unscheduled/Specialty Work	Third Party Cost Ranges - $1,000,001 to $2,000,000	Flat Fee	150000
Unscheduled/Specialty Work	Third Party Cost Ranges - $2,000,001 to $3,000,000	Flat Fee	225000
Unscheduled/Specialty Work	Third Party Cost Ranges - $3,000,001 to $4,000,000	Flat Fee	300000
Unscheduled/Specialty Work	Third Party Cost Ranges - $4,000,0001 to $5,000,000	Flat Fee	375000
Unscheduled/Specialty Work	Third Party Cost Ranges - $5,000,001 to $10,000,000	Flat Fee	750000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - Under $50,000	Flat Fee	3750
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $50,001 to $100,000	Flat Fee	7500
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $100,001 to $250,000	Flat Fee	18750
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $250,001 to $500,000	Flat Fee	37500
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $500,001 to $750,000	Flat Fee	56250
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $750,001 to $1,000,000	Flat Fee	75000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $1,000,001 to $2,000,000	Flat Fee	150000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $2,000,001 to $3,000,000	Flat Fee	225000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $3,000,001 to $4,000,000	Flat Fee	300000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $4,000,0001 to $5,000,000	Flat Fee	375000
Unscheduled/Rental Equipment	Rental Equipment Cost Ranges - $5,000,001 to $10,000,000	Flat Fee	750000
Unscheduled/Materials	Materials Cost Ranges - Under $50,000	Flat Fee	3750
Unscheduled/Materials	Materials Cost Ranges - $50,001 to $100,000	Flat Fee	7500
Unscheduled/Materials	Materials Cost Ranges - $100,001 to $250,000	Flat Fee	18750
Unscheduled/Materials	Materials Cost Ranges - $250,001 to $500,000	Flat Fee	37500
Unscheduled/Materials	Materials Cost Ranges - $500,001 to $750,000	Flat Fee	56250
Unscheduled/Materials	Materials Cost Ranges - $750,001 to $1,000,000	Flat Fee	75000
Unscheduled/Materials	Materials Cost Ranges - $1,000,001 to $2,000,000	Flat Fee	150000
Unscheduled/Materials	Materials Cost Ranges - $2,000,001 to $3,000,000	Flat Fee	225000
Unscheduled/Materials	Materials Cost Ranges - $3,000,001 to $4,000,000	Flat Fee	300000
Unscheduled/Materials	Materials Cost Ranges - $4,000,0001 to $5,000,000	Flat Fee	375000
Unscheduled/Materials	Materials Cost Ranges - $5,000,001 to $10,000,000	Flat Fee	750000
Unscheduled/Consumables	Consumables Cost Ranges - Under $50,000	Flat Fee	3750
Unscheduled/Consumables	Consumables Cost Ranges - $50,001 to $100,000	Flat Fee	7500
Unscheduled/Consumables	Consumables Cost Ranges - $100,001 to $250,000	Flat Fee	18750
Unscheduled/Consumables	Consumables Cost Ranges - $250,001 to $500,000	Flat Fee	37500
Unscheduled/Consumables	Consumables Cost Ranges - $500,001 to $750,000	Flat Fee	56250
Unscheduled/Consumables	Consumables Cost Ranges - $750,001 to $1,000,000	Flat Fee	75000
Unscheduled/Consumables	Consumables Cost Ranges - $1,000,001 to $2,000,000	Flat Fee	150000
Unscheduled/Consumables	Consumables Cost Ranges - $2,000,001 to $3,000,000	Flat Fee	225000
Unscheduled/Consumables	Consumables Cost Ranges - $3,000,001 to $4,000,000	Flat Fee	300000
Unscheduled/Consumables	Consumables Cost Ranges - $4,000,0001 to $5,000,000	Flat Fee	375000
Unscheduled/Consumables	Consumables Cost Ranges - $5,000,001 to $10,000,000	Flat Fee	750000
CAT Mobilization Fees	CAT Mobilization Fee - Local (Within 100 miles)	Flat Fee	1000
CAT Mobilization Fees	CAT Mobilization Fee - Regional (100 - 500 miles)	Flat Fee	5000
CAT Mobilization Fees	CAT Mobilization Fee - National (500+ miles)	Flat Fee	10000

When authorized in advance in writing by the Commission, (1) overtime rates apply to Work performed outside the hours of 7:00 a.m. to 5:00 p.m., Monday through

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Friday and (2) holiday rates apply to Work performed at any time on holidays recognized by the Commission (see https://www.sdhc.org/about-us/contact-us/).

All hourly rates are fully burdened and inclusive of all costs of labor, taxes, fees, and expenses, except for reimbursement for parts and materials at Contractor's cost, and reimbursement of the equipment rentals specified below at no more than the daily rates specified below. All reimbursements shall be made only upon approval by the Commission of a request for reimbursement submitted concurrently with the associated invoice for services, accompanied by accurate receipts or invoices for such parts, materials, and equipment rentals. Failure to timely submit accurate receipts or invoices for parts, materials, or equipment rentals may result in disallowance of the reimbursement in the Commission's sole discretion.

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Attachment F
Prevailing Wage Attachment

Prevailing Wage Notification

CALIFORNIA PREVAILING WAGE

Note: California prevailing wages apply to any public work project in an amount exceeding $1,000. This includes all purchase orders or work orders within the scope of a single public work project that exceeds $1,000, regardless of whether any such purchase order or work order is itself less than or equal to $1,000.

Contractor shall comply with all duties, obligations, restrictions, and requirements specified in California Labor Code sections 1720-1861. This shall include, but not be limited to, the following:

A. Contractor shall pay all workers performing work under this Agreement the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2025-1**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.

B. Contractor shall furnish all of its employees and subcontractors with a copy of the DIR's prevailing wage rates applicable to their respective crafts, classifications, and types of work. Contractor also shall post all such applicable rates at the job site in a visible location in accordance with California Labor Code section 1773.2.

C. Contractor shall comply with all payroll recordkeeping and inspection requirements specified by California Labor Code section 1776.

D. All wages paid by Contractor shall include payments for all items specified in California Labor Code section 1773.1.

E. Contractor shall comply will all requirements for payment of prevailing wages to and employment of apprentices in accordance with California Labor Code section 1777.5.

F. Contractor shall not, and shall not conspire to, take or receive any portion of worker's wages in violation of California Labor Code section 1778.

G. Upon completion of the work under this Agreement, Contractor shall sign and notarize an affidavit of compliance in the form provided by the Commission, certifying compliance with California Labor Code sections 1720-1861.

H. In accordance with California Labor Code section 1771.6, in the event the Commission discovers any violation of California Labor Code sections 1720-1861, including delinquent or inadequate payroll records, as a result of an audit of Contractor's payroll records, interviews of Contractor's employees, or any other investigative means utilized by the Commission, the Commission shall withhold any payments due to Contractor.

I. In accordance with California Labor Code section 1725.5, unless otherwise exempt

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pursuant to California Labor Code section 1725.5(f), Contractor and its subcontractors shall register with the DIR. Pursuant to California Labor Code section 1771.1(a):

> A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Agreement Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Agreement Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Labor Code section 1771.1(f), this Agreement shall be subject to termination by the Commission immediately upon written notice to Contractor if Contractor or any of its subcontractors fails to comply with this Section.

J. In accordance with California Labor Code section 1771.4, the work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

K. Contractor shall post all job site notices required by applicable laws and regulations.

L. Contractor shall secure the payment of compensation to its employees pursuant to California Labor Code section 3700.

Payroll Reporting Requirements

For the duration of the term of this Agreement, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at https://www.dir.ca.gov/public-works/certified-payroll-reporting.html.

3. Proof of actual payment of wages to all employees.

4. Proof of actual payment of fringe benefits to all employees.

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5. Proof of the use of apprentices as and when required by law.

Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Request for Dispatch of an Apprentice (Form DAS 142) (as applicable), Public Works Agreement Award Information (Form DAS 140) (as applicable), Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

FEDERAL PREVAILING WAGE

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **Federal Prevailing Wage Determination CA20250001, Modification #7, 3/28/2025**. When the Commission exercises a renewal Option, the most current Federal Prevailing Wage Determination shall apply. Contractor will receive a written notice from Commission identifying such current Federal Prevailing Wage Determination.

Davis-Bacon and Related Acts

Note: Federal prevailing wages apply to the actual construction, alteration, and/or repair of a building or work in any contract exceeding $2,000. This includes all purchase orders or work orders pursuant to a contract that exceeds $2,000, regardless of whether any such purchase order or work order is itself less than or equal to $2,000.

The following provisions are prescribed by 29 C.F.R. § 5.5(a). The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

1. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(ii); also, regular contributions made or costs incurred for more than a weekly period (but not

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less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 29 CFR (a) (1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

A. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The cCommission shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Commission may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

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have ceased.

3. Payrolls and basic records.

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

A. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls less than the predetermined rate for the work they submitted shall set out accurately and completely all of the information required to be maintained under subparagraph II (A) of this Agreement. This information may be submitted in any form desired. Labor, Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of apprenticeship program, who is not individually payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

B. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent

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who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees.

Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor,

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

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

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

ii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Commission, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

Contract Work Hours and Safety Standards Act

The following provisions are prescribed by 29 C.F.R. § 5.5(b) and apply to all contracts in amount in excess of $100,000 that are subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Commission or HUD, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by

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the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Limited Preemption of State Prevailing Wage Rates

Note: Except as provided below, Contractor shall pay the higher of the federal prevailing wage or the California prevailing wage for each craft, classification, and type of work.

Pursuant to 24 C.F.R. § 965.101, in the event this Contract is funded in whole or in part by funds for low-income public housing under the United States Housing Act of 1937, any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under California law to be prevailing with respect to an employee in any trade or position employed under the Contract shall be inapplicable if:

1. The California prevailing wage rate exceeds:

   i. The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a et seq.) to be prevailing in the locality with respect to such trade;

   ii. An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State Apprenticeship Agency; or

   iii. An applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

2. Such California prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

3. Regardless of the inapplicability of any California prevailing wage *rate*, Contractor shall comply with all other duties, obligations, restrictions, and requirements specified in California Labor Code section 1720-1861.

Payroll Reporting Requirements

For the duration of the term of this Contract, Contractor and each of its subcontractors shall submit

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payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using U.S. Department of Labor Payroll Report Form (Form WH-347) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. Proof of actual payment of wages to all employees.

3. Proof of actual payment of fringe benefits to all employees.

Labor Compliance Requirements

Prior to commencing work under this Contract, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

Contractor certifies that it has read, understands, and will comply with all the foregoing requirements specified in this Prevailing Wage Attachment.

Contractor:

Northbay Maintenance Inc., DBA Critical Control

By: DocuSigned by: Joe Davis F23911703D26484... Date: 11/5/2025

Name: Joe Davis

Title: Owner

Email: joe@sdhazmat.com

DIR Reg. #: 1000026711

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Attachment G
Invoice Requirements

All invoices submitted by Contractor to the Commission shall comply with the following requirements:

Maximum Compensation

The total invoiced compensation for all services performed or supplies and/or materials provided shall not exceed the amount specified in Article 3 of the Contract or, as applicable, the amount specified in any purchase order or work order. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses incurred in excess of such specified amounts. Contractor shall monitor its activities and those of its subcontractors to ensure that the work required by this Contract is within such constraints and no charges are incurred in excess of the specified amounts. In the event that the work under the Contract may not be capable of completion within the specified time for performance, or it appears that the maximum specified amounts may be exceeded before the completion of work under this Contract, Contractor shall promptly notify the Contracting Officer.

Elements of a Proper Invoice

Each invoice presented by Contractor for payment must be clear and accurate and free from mathematical and quantitative errors. At a ***minimum***, each invoice must contain the following elements to facilitate efficient and effective payment processing:

- Contractor name
- Contractor remittance address
- Unique invoice number
- Invoice date (date of work completed)
- Commission contract name and number
- Commission purchase order (PO) number (if applicable)
- Commission work order (WO) number (if applicable)
- Payment due date
- Payment terms and discounts
- Description of services performed and/or goods delivered (as per the contract, PO, or WO)
- Quantity delivered by line item (as per the contract, PO, or WO)
- Invoiced amount per item and extended item invoiced amounts (must agree with the item and extended pricing of the contract, PO, or WO)
- Freight charges (as authorized by the contract, PO, or WO)
- Total amount due (in accordance with the contract, PO, or WO)
- Sales tax (as authorized by the contract, PO, or WO); No sales tax shall be added for tax-exempt goods or services
- Special terms or any additional information needed for accurate payment processing
- Total maximum contract amount and, if applicable, PO or WO amount
- Total amount of last invoice (including invoice number)
- Total amount billed to date for the contract and, if applicable, the PO or WO
- Remaining contract balance and, if applicable, PO or WO balance

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Invoice Submittal Methods

The Commission will only accept invoices submitted as follows (by order of preference):

Submittal Method	Submittal Address
Email (one invoice per email in PDF form)	AP@sdhc.org
Facsimile	(619) 578-7367
United States Postal Service or express courier service	San Diego Housing Commission **Attn: Accounts Payable** 1122 Broadway, Suite 300 San Diego, CA 92101

The Commission strongly prefers that Contractor consistently uses only one submittal method for the duration of the term of the Contract.

Electronic Invoices: Each electronic invoice shall be transmitted via email to the Commission utilizing a secure, unalterable (locked) PDF format. Only one invoice shall be attached to each email. The email subject line shall specify Contractor's name and the unique invoice number in the subject line. Contractor shall not address the email to any other Commission email address other than as specified above. **Note: Failure to follow these procedures for electronic invoices may result in delayed payment.**

Effective Invoice Period: Contractor will submit invoices within thirty (30) calendar days after complete performance of applicable services or deliver of applicable supplies and/or materials. The Commission may refuse, in its sole discretion, payment of any invoice that is not received within such 30-day period, unless acceptable delays are identified and approved by the Commission in writing prior to the delay.

Defective Invoices

Invoices not delivered in accordance with the terms of this Contract and any applicable purchase order or work order shall be considered untimely and may result in delay of payment or nonpayment. Invoices missing any of the elements of a proper invoice specified above will be returned unprocessed to Contractor with a written explanation of defects that must be cured prior to processing. The due date of any invoice shall be calculated from the date of receipt of proper invoices only, regardless of earlier submittals.

Inquiries

Contract may contact the Commission's Accounts Payable Department as follows to determine the status of any outstanding invoice:

- Email: AP@sdhc.org (preferred)
- Telephone: (619) 578-7724

Contractor will be notified of payment via payment stub for payment by check or email for payment by ACH.

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Credit Holds

Contractor shall not suspend performance of the work or delivery of the supplies and/or materials under the Contract due to non-payment of an invoice by the Commission unless Contractor is in full compliance with all terms and conditions of the Contract. Violation of the preceding sentence may be deemed a material breach of the Contract, as determined by the Commission in its sole discretion.

Contractor:

Northbay Maintenance Inc., DBA Critical Control

By: DocuSigned by: Joe Davis F23911703D26484... Date: 11/5/2025

Name: Joe Davis

Title: Owner

Email: joe@sdhazmat.com

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Attachment H
AXIA T & C's

Continued on next page...

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Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit C

Special Terms & Conditions

1. **Use of Federal Funds**

The following certifications and provisions are in place for when Participating Agencies intend to utilize federal funds for use of the Master Agreement. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, made by Participating Agencies and their respective subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

A. Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? (Y / N) JA Initials of Authorized Representative of Offeror

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this

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procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other Offerors when it is in Participating Agency's best interest.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

C. Equal Employment Opportunity. During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or NFE for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that NFEs are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 agrees to post in conspicuous places, available to employees and NFEs for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified NFEs will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or NFE for employment because such employee or NFE has inquired about, discussed, or disclosed the compensation of the employee or NFE or another employee or NFE. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or NFEs as a part of such employee's essential job functions discloses the compensation of such other employees or NFEs 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's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and NFEs for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The NFE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the NFE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The NFE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The NFE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors

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and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the NFE agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the NFE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such NFE; and refer the case to the Department of Justice for appropriate legal proceedings.

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree? (Y / N) JA Initials of Authorized Representative of Offeror

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

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G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? (Y / N) JH Initials of Authorized Representative of Offeror

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? (Y / N) JH Initials of Authorized Representative of Offeror

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

J. Procurement of Recovered Materials

1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

1. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

(a) "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(b) "Covered Foreign Country" means the People's Republic of China.

(c) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) "Critical Technology" means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled

(a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational

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technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

(e) "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(f) "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(g) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(h) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

2. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. Exceptions.

(a). This clause does not prohibit contractor or subcontractors from providing:

i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

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ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b). By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that:

(a) Is not used as a Substantial or Essential Component of any system and

(b) Is not used as Critical Technology of any system.

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

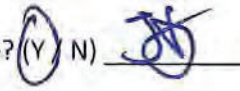
(a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to GECM, unless procedures for reporting the information are established elsewhere in this contract.

(b). Contractor shall report the following information to GECM pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (1) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

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L. Domestic Preference for Procurements

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

FEMA CONTRACT PROVISIONS

M. ACCESS TO RECORDS

1. The contractor agrees to provide NFE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, NFE and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

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N. CONTRACT CHANGES AND MODIFICATIONS

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

O. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

P. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to NFE, contractor, or any other party pertaining to any matter resulting from the contract.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

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S. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

T. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the NFE a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the NFE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the NFE.

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Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

U. PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable."

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

V. BUY CLEAN

The NFE encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the NFE encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration."

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

EMPLOYMENT VERFICATION
FAR 22.18

As applicable, and as a condition for the award of any Federal contract at $50,000 or greater, Offeror certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

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RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agencies for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF $50,000 OF FEDERAL FUNDS

When federal funds are expended by Participating Agencies, for any contract resulting from this procurement process in excess of $50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and
Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request.

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Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? (Y / N)  Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are

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directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? (Y)/ N) JN Initials of Authorized Representative of Offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:
HARMONY ENVIRONMENTAL SERVICES

Address, City, State and ZIP:
1291 PACIFIC OAKS PLACE STE. 120 ESCONDIDO, CA 92029

Website:
WWW.SDHAZMAT.COM

DUNS#:
069876883

Printed Name and Title of Authorized Representative:
JOE DAVIS, CEO

Email Address:
JOE@SDHAZMAT.COM

Signature of Authorized Representative:
JOE DAVIS

Date: 06/20/2025

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SAN DIEGO HOUSING COMMISSION RFP PM-25-41

ATTACHMENT 5

ADDITIONAL TERMS AND CONDITIONS FOR

FEMA PUBLIC ASSISTANCE GRANT PROJECTS (Effective 10/1/2024)

The following terms and conditions are required and apply when the non-federal entity "NFE" expends federal funds to be reimbursed by the FEMA Public Assistance Grant for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between "NFE" and _____("Contractor") in all situations where Contractor has been paid or will be paid with federal funds:

A. LEGAL/CONTRACTUAL/ADMINISTRATIVE REMEDIES FOR BREACH OF CONTRACT

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.

B. TERMINATION FOR CAUSE AND CONVENIENCE

Pursuant to Federal Rule (B) above, when "NFE" expends federal funds, "NFE" reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. "NFE" also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if "NFE" believes, in its sole discretion that it is in the best interest of "NFE" to do so. Contractor will be compensated for work performed and accepted and goods accepted by "NFE" as of the termination date if the contract is terminated for convenience of the NFE. Any award under this procurement process is not exclusive and "NFE" reserves the right to purchase goods and services from other Contractors when it is in "NFE"'s best interest.

C. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or NFE for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that NFEs are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 agrees to post

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in conspicuous places, available to employees and NFEs for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified NFEs will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or NFE for employment because such employee or NFE has inquired about, discussed, or disclosed the compensation of the employee or NFE or another employee or NFE. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or NFEs as a part of such employee's essential job functions discloses the compensation of such other employees or NFEs 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's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and NFEs for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The NFE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the NFE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The NFE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The NFE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the NFE agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the NFE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such NFE; and refer the case to the Department of Justice for appropriate legal proceedings.

D. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1). of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. NFE shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to

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be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

1. **Clean Air Act**

   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

   b. The contractor agrees to report each violation to NFE and understands and agrees that NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. **Federal Water Pollution Control Act**

   a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

   b. The contractor agrees to report each violation to NFE and understands and agrees that NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by NFE. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NFE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. BYRD ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (APPENDIX A to this document). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

H. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.

   a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   b. Unless an exception in paragraph 3 of this clause applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds received from the Federal Emergency Management Agency to:

      i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

      iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

      iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. Exceptions.

   a. This clause does not prohibit contractor or subcontractors from providing:

      i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

      ii. Telecommunications equipment that cannot route or redirect user data traffic or

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permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that:

(a) Is not used as a Substantial or Essential Component of any system and

(b) Is not used as Critical Technology of any system.

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

a. In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4b of this section to NFE, unless procedures for reporting the information are established elsewhere in this contract.

b. Contractor shall report the following information to contractor pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; contractor name; contractor unique entity identifier (if known); contractor Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (a) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (b) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

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J. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. ACCESS TO RECORDS

1. The contractor agrees to provide NFE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. In compliance with the Disaster Recovery Act of 2018, NFE and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

L. CONTRACT CHANGES AND MODIFICATIONS

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

M. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

N. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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O. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to NFE, contractor, or any other party pertaining to any matter resulting from the contract.

P. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

Q. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce.

R. COPYRIGHT AND DATA RIGHTS

The Contractor grants to the NFE a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the non-federal entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102,

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for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the NFE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the NFE.

S. PROVIDING GOOD, SAFE JOBS TO WORKERS

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable."

T. BUY CLEAN

The NFE encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the NFE encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration."

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is further acknowledged that contractor certifies compliance with all provisions, laws, acts, regulations, etc., as specifically noted above.

Joe Davis — 06/20/2025

Signature of Contractor's Authorized Official — Date

JOE DAVIS, CEO

Name and Title of Contractor's Authorized Official

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APPENDIX A – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or
cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by title 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Joe Davis

Signature of Contractor's Authorized Official

JOE DAVIS, CEO

Name and Title of Contractor's Authorized Official

06/20/2025

Date

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Prevailing Wage Notification

CALIFORNIA PREVAILING WAGE

Note: California prevailing wages apply to any public work project in an amount exceeding $1,000. This includes all purchase orders or work orders within the scope of a single public work project that exceeds $1,000, regardless of whether any such purchase order or work order is itself less than or equal to $1,000.

Contractor shall comply with all duties, obligations, restrictions, and requirements specified in California Labor Code sections 1720-1861. This shall include, but not be limited to, the following:

A. Contractor shall pay all workers performing work under this Agreement the prevailing wage rates specified by the California Department of Industrial Relations (DIR) for each craft, classification, and type of work pursuant to **State Prevailing Wage Determination 2025-1**. Copies of such determinations are available at the Commission's offices and may be made available upon any interested party's request.

B. Contractor shall furnish all of its employees and subcontractors with a copy of the DIR's prevailing wage rates applicable to their respective crafts, classifications, and types of work. Contractor also shall post all such applicable rates at the job site in a visible location in accordance with California Labor Code section 1773.2.

C. Contractor shall comply with all payroll recordkeeping and inspection requirements specified by California Labor Code section 1776.

D. All wages paid by Contractor shall include payments for all items specified in California Labor Code section 1773.1.

E. Contractor shall comply will all requirements for payment of prevailing wages to and employment of apprentices in accordance with California Labor Code section 1777.5.

F. Contractor shall not, and shall not conspire to, take or receive any portion of worker's wages in violation of California Labor Code section 1778.

G. Upon completion of the work under this Agreement, Contractor shall sign and notarize an affidavit of compliance in the form provided by the Commission, certifying compliance with California Labor Code sections 1720-1861.

H. In accordance with California Labor Code section 1771.6, in the event the Commission discovers any violation of California Labor Code sections 1720-1861, including delinquent or inadequate payroll records, as a result of an audit of Contractor's payroll records, interviews of Contractor's employees, or any other investigative means utilized by the Commission, the Commission shall withhold any payments due to Contractor.

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I. In accordance with California Labor Code section 1725.5, unless otherwise exempt pursuant to California Labor Code section 1725.5(f), Contractor and its subcontractors shall register with the DIR. Pursuant to California Labor Code section 1771.1(a):

> A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Agreement Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Agreement Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Labor Code section 1771.1(f), this Agreement shall be subject to termination by the Commission immediately upon written notice to Contractor if Contractor or any of its subcontractors fails to comply with this Section.

J. In accordance with California Labor Code section 1771.4, the work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR.

K. Contractor shall post all job site notices required by applicable laws and regulations.

L. Contractor shall secure the payment of compensation to its employees pursuant to California Labor Code section 3700.

Payroll Reporting Requirements

For the duration of the term of this Agreement, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using DIR's Public Works Payroll Report Form (Form A-1-131) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

2. On a monthly basis, electronic certified payroll reports shall be submitted using the DIR's online portal, located at https://www.dir.ca.gov/public-works/certified-payroll-reporting.html.

3. Proof of actual payment of wages to all employees.

4. Proof of actual payment of fringe benefits to all employees.

5. Proof of the use of apprentices as and when required by law.

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Labor Compliance Requirements

Prior to commencing work under this Agreement, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Request for Dispatch of an Apprentice (Form DAS 142) (as applicable), Public Works Agreement Award Information (Form DAS 140) (as applicable), Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

FEDERAL PREVAILING WAGE

Pursuant to federal law, Contractor shall pay wages for each trade or craft in accordance with **Federal Prevailing Wage Determination CA20250001, Modification #7, 3/28/2025**. When the Commission exercises a renewal Option, the most current Federal Prevailing Wage Determination shall apply. Contractor will receive a written notice from Commission identifying such current Federal Prevailing Wage Determination.

Davis-Bacon and Related Acts

Note: Federal prevailing wages apply to the actual construction, alteration, and/or repair of a building or work in any contract exceeding $2,000. This includes all purchase orders or work orders pursuant to a contract that exceeds $2,000, regardless of whether any such purchase order or work order is itself less than or equal to $2,000.

The following provisions are prescribed by 29 C.F.R. § 5.5(a). The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

1. **Minimum wages.**

   i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. pt. 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(ii); also,

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regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 29 CFR (a) (1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii.

A. Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The cCommission shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

C. In the event the contractor, the laborers or mechanics to be employed

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in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

iv. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The Commission shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Commission may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records.**

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i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii.

A. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls less than the predetermined rate for the work they submitted shall set out accurately and completely all of the information required to be maintained under subparagraph II (A) of this Agreement. This information may be submitted in any form desired. Labor, Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of apprenticeship program, who is not individually payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

(1) That the payroll for the payroll period contains the

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information required to be maintained under paragraph II (A) of this Agreement and that such information is correct and complete;

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

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

C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. **Apprentices and trainees.**

i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor

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

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

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

iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. pt. 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 C.F.R. pt. 3, which are incorporated by reference in this contract.

6. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

7. **Contract termination: debarment.** A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

8. **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. pts. 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. pts. 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Commission, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

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

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ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

Contract Work Hours and Safety Standards Act

The following provisions are prescribed by 29 C.F.R. § 5.5(b) and apply to all contracts in amount in excess of $100,000 that are subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. The terms used in such provisions shall have the meaning ascribed thereto by 29 C.F.R. § 5.2 and otherwise, by the Agreement, unless otherwise noted.

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

2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Commission or HUD, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring

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the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Limited Preemption of State Prevailing Wage Rates

Note: Except as provided below, Contractor shall pay the higher of the federal prevailing wage or the California prevailing wage for each craft, classification, and type of work.

Pursuant to 24 C.F.R. § 965.101, in the event this Contract is funded in whole or in part by funds for low-income public housing under the United States Housing Act of 1937, any prevailing wage rate (including basic hourly rate and any fringe benefits) determined under California law to be prevailing with respect to an employee in any trade or position employed under the Contract shall be inapplicable if:

1. The California prevailing wage rate exceeds:

   i. The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. §§ 276a et seq.) to be prevailing in the locality with respect to such trade;

   ii. An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor or a DOL-recognized State Apprenticeship Agency; or

   iii. An applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or

2. Such California prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

3. Regardless of the inapplicability of any California prevailing wage *rate*, Contractor shall comply with all other duties, obligations, restrictions, and requirements specified in California Labor Code section 1720-1861.

Payroll Reporting Requirements

For the duration of the term of this Contract, Contractor and each of its subcontractors shall submit payroll records as follows:

1. On a weekly basis, complete, accurate, and certified payroll reports shall be submitted to the Commission using U.S. Department of Labor Payroll Report Form (Form WH-347) in original form with wet signatures, or using the Commission's electronic reporting service provider, eComply Solutions.

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2. Proof of actual payment of wages to all employees.

3. Proof of actual payment of fringe benefits to all employees.

Labor Compliance Requirements

Prior to commencing work under this Contract, Contractor and each of its subcontractors shall submit the following forms to the Commission: Authorized Signatory, Checklist of Labor Law Requirements, Fringe Benefit Statement, List of Trades and/or Crafts, and Project Contact Sheet. These forms can be found on the Commission's website at https://www.sdhc.org/doing-business-with-us/labor-compliance/.

Contractor certifies that it has read, understands, and will comply with all the foregoing requirements specified in this Prevailing Wage Attachment.

Contractor:
[Contractor Name] HARMONY ENVIRONMENTAL

By: HARMONY ENVIRONMENTAL Date: 06/20/2025
Name: JOE DAUB
Title: CEO
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