



2/28/2024

Gentlemen/Ladies:

SUBJECT: RFP #24-001 Design-Build Services for 40th and 49th Street Parking Lots

The Oakland Affordable Housing Preservation Initiatives (“OAHPI”) invites proposals from highly qualified and insured contractors to provide Design-Build Services for 40th and 49th Street Parking Lots.

Proposals will be accepted online through the Housing Agency Marketplace until the date and time specified within the RFP. Proposals received after the deadline will be rejected without consideration.

Questions of a procedural nature may be directed to Loretta Lovell at v6llovell@oakha.org.

We look forward to receiving your proposal.

Sincerely,

DocuSigned by:
Patricia Wells
722CF180EE194A1...

Patricia Wells
Executive Director
Oakland Affordable Housing Preservation Initiatives
1619 Harrison Street, Oakland, CA 94612



REQUEST FOR PROPOSAL

RFP 24-001 Design-Build Services for 40th and 49th Street Parking Lots

Introduction: Oakland Affordable Housing Preservation Initiatives (OAHPI) was established as a California non-profit public benefit corporation in February 2009. The purpose of OAHPI is to:

- Acquire, develop, lease, finance, rehabilitate, own, and operate decent, safe, and sanitary housing affordable to persons and households of low income, where no adequate housing exists for such groups.
- Lessen the burdens of government by acquiring leasehold or fee interests in housing for low-income persons and households that were previously owned by the Housing Authority of the City of Oakland (OHA) as Low-Income Public Housing and continue to operate it as housing for low-income households.
- Promote social welfare through activities related to the development of housing for low-income persons and households; and
- Implement such other activities as the Board of Directors determines will benefit and support OAHPI.

OAHPI has a portfolio of approximately 1,600 Section 8 units on 250 sites in Oakland.

OAHPI serves and embodies a diverse community; therefore, it is crucial that contractors understand the effects of race, class, ethnicity, income, and other issues of difference in our society, and display a high level of cultural competency throughout their interactions with the non-profit.

OAHPI invites proposals from qualified firms to provide services at the specified sites of the Oakland Affordable Housing Preservation Initiatives sites. In summary, the Scope of Work is to provide the necessary Design and Construction services for parking lot improvements and rehabilitation.

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

RFP Representative: Loretta Lovell (email: v6llovell@oakha.org)
RFP Issued: February 29, 2024
Pre-Proposal Conference: March 12, 2024 (Site visit to commence following pre-proposal meeting)
Questions Due: March 22, 2024
Submission Deadline: April 12, 2024

Proposals must be submitted online via Housing Agency Marketplace with the Cost Form contained in Exhibit A through the following link:

https://ha.internationaleprocurement.com/requests.html?company_id=50863

Proposers MUST register with Housing Agency Marketplace to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal. If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

OAHPI intends to enter in a contract with qualified Design-Build firms or teams for the provision of these services. Due to the nature of the work and the critical importance of the timely service, more than one entity may be selected. Contracts will be awarded, by job, to qualified firms or teams who provide responsive quotations and can complete the work in the required timeframe. OAHPI will only consider responses received by the deadline in the required submission method.

I. STATEMENT OF WORK

A. Project Scope

It is the intent of this RFP to establish a term contract, with a vendor or multiple vendors for the Oakland Affordable Housing Preservation Initiatives (OAHPI) for labor, materials, and equipment necessary to provide Design and Construction services to OAHPI parking lot. OAHPI owns and manages multiple housing units in a variety of configurations, throughout the City of Oakland.

OAHPI is looking for the most responsive and responsible vendor(s) that will be committed to provide the best level of service in parking lot replacement. Through a competitive procurement process, the OAHPI intends to enter into an agreement with a qualified vendor(s) for said services.

All work is to be performed according to industry standards, and to the requirements and satisfaction of OAHPI. The Contractor will perform parking lot replacement services for buildings owned and/or managed by OAHPI located in the City of Oakland as requested by the OAHPI Property Manager or their designee. OAHPI offers no guarantee of any amount of work to be performed under the Contract.

Contracts will be awarded to firms pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value" in that OAHPI will consider factors other than just cost in making the award decision). Therefore, so that OAHPI can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in

accordance with the requested format. It is the intent of OAHPI to award contracts to qualified vendors for these project sites.

B. General Requirements

The intent of this Design-Build RFP is to provide an expedient and time sensitive means to complete “design and construction work” for the construction improvements to OAHPI parking lots whose approx. dimensions are indicated in the below table.

| Address | Area (SF) | Parking Spaces | ADA Parking Space | Access Control Exit | Concrete Sidewalk (LF) | Concrete Curb (LF) | Concrete Stress Pad (SF) | Concrete Driveway (SF) |
|----------------|-----------|----------------|-------------------|---------------------|------------------------|--------------------|--------------------------|------------------------|
| 950 40th St | 9,700 | 22 | 1 | Yes | 85 | n/a | 355 | 335 |
| 357-65 49th St | 7,400 | 23 | 1 | Yes | 110 | 124 | 270 | 325 |

The successful respondent’s (Design-Build Firm or team) scope of work will be performed in two phases under a single contract as follows:

- a. Design phase services performed under this contract include but are not necessarily limited to the following: All design work including associated engineering and technical services.
- b. Construction phase services consist of the successful execution and completion of the project’s design. The construction work items consist of, but not necessarily limited to the following:
 - i. Contractor (with sub-contractor) to inspect the existing parking lot and surrounding neighborhood for complete understanding of the scope for replacement of the existing parking lot.
 - ii. Contractors in-house (or contracted) Civil Engineer to prepare contract documents for City of Oakland’s approval and obtaining necessary work permits.
 - iii. Demolish the exiting concrete (with asphalt overlay) parking lot.
 - iv. Provide 3.5” hot-mix asphalt (HMA) materials (2” HMA binder course and 1.5” HMA surface course) over 6” compacted stone base (95% proctor compaction), per the local & state codes and regulations. The paving should contain the required drainage pitch, repairs to site drainage, repairs to adjacent sidewalk & curb containing accessible curb cut, new concrete wheel stops, parking stripes for ADA and non-ADA vehicle parking, refuse dumpster concrete pad, etc.
 - v. Prepare concrete stress pad (with rebar) at each parking lot to accommodate pick-up and drop-off of refuse dumpsters.
 - vi. Prepare new 6” curbs between the parking lot and fence to include 12” to 18” green space between the curb and fence line with 4’ to 6’ perennial shrubbery (to be chosen by the OAHPI).

- vii. Camera existing drainage system to ensure condition and pitch, making necessary repairs to the existing system, from all drains/inlets/clean-outs to city tie-ins.
- viii. Replace existing sidewalk providing accessibility per UFAS standard.
- ix. Coordinate all work with PG&E for work near electric / gas meter or vaults in the parking lot.
- x. Coordinate temporary parking for building residents.
- xi. Prepare protected access for building residents.
- xii. Maintain and perform warranty work as applicable.

The parking lots are in varying degrees of disrepair which compromises their useful function and must be addressed to prevent injury to persons or damage to property. Further, the Design-Build entity may be a contractor or design firm leader providing that single entity is responsible for the total turnkey delivery of the required improvements. The successful respondent will conduct a detailed assessment of the existing parking lot through the design process to identify and propose improvement and develop a detailed construction work scope to maintain and/or improve the function and life cycle of the facility through self-performance, joint venturing, or subcontracting (limited to the construction or design (as applicable) work required on the project.

The OAHPI Project Manager or Designated Representative will approve the design progress at every step from programming to design development, construction documents and construction through completion and closeout.

The program for the design and construction work scope includes the following:

Provide all necessary design, engineering, and technical support services for the complete replacement of parking lot(s). By using applicable parking lot design and standards, (as required by applicable codes), review for adequacy of right of way points (and sight triangles), adequacy of ingress, egress and internal circulation, accessibility and ADA requirements, entrance and exits per city and/or code, vertical clearances, parking stall sizing, wheel stops as applicable, painting and striping, signage, protection of adjacent structures, sidewalk encroachments, access gates dead end points and all other items necessary or per all applicable codes and industry standards for a fully functional parking lot. In addition, the scope of work shall consist of, but not necessarily limited to the following:

- a. Field verify, inspect, and document the conditions of the existing parking lot and its immediate surrounding areas. This will include any sub-surface investigation and assessment of the utility systems (storm sewer, drainage, etc.).
- b. Coordinate with OAHPI to establish the limits of construction (area of work).
- c. Develop a program for the full replacement of items within the limits of construction; including but not necessarily limited to the following:

- i. Adjacent sidewalks, driveways, approaches, and concrete pads (at dumpsters) and bollards
 - ii. Adequate wheel stops and parking lot signage.
 - iii. Parking lot striping
 - iv. Review the parking lot(s) for improvements to meet and/or upgrade to all applicable accessibility requirements.
 - v. All other items necessary to support the function and use of the parking lot.
- d. Verify the site surface drainage and storm drainage system are adequate.
- e. Incorporate the repair or replacement of both the surface drainage and storm drainage system into the program, as necessary.
- f. Complete replacement of the parking lot surface including asphalt surface, concrete sub-surface, and sub-base along with driveways for the full use of the parking lot.
- g. Inspect and verify the condition of all concrete walkways and other walkways. The program should include their replacement or repair as the best option for the OAHPI.
- h. Provide the following deliverables:
- i. Report of the existing conditions including identifying existing subsurface structures or utilities.
 - ii. List of recommended improvements, repair, and work items
 - iii. OAHPI will approve the program scope of work prior to subsequent design efforts moving forward.
 - iv. Design Development Drawings for OAHPI's review approval
 - v. Full Construction Documents including approval and permitting from the building authority.
 - vi. The construction documents should include the required Storm Water Protection Plan (SWPP), Recycle Plan, etc.
 - vii. Construction work plan and construction schedule
 - viii. Warranties and closeout documents as applicable.

C. Technical Requirements

The following are "performance basis of design" that OAHPI desires and should not limit the design or the option of "or equal" or equivalent performance specifications.

- a. A California licensed Designer of Record (Architect or Engineer Firms) will provide all design efforts.
- b. A California licensed professional contractor will perform all construction work.
- c. Both design and construction efforts will meet applicable codes, standards, and industry norms.
- d. Both "Error and Omission" and liability insurance (including Worker's compensation) will be required.

D. Technical Specifications

General Repairs

All work to be performed in accordance with all applicable local, state, and federal property rehabilitation standards and/or manufacturer's specifications and the following specifications as attached to this RFP.

All work shall be done in a professional and quality workmanship like manner in accordance with trade standards.

Note: The contractor shall be responsible for all permits and associated costs.

D. Warranty

All items shall be new and guaranteed for materials and workmanship. If selected, Proposers will be required to provide a copy of all warranty information. **Guaranty of workmanship is for one year.** If an issue arises with the work, OAHPI will issue a written request for warranty work. The Contractor will be required to provide a response within 48 hours for regular requests and 24 hours for emergency health and safety requests. Failure to resolve the issues will result in removal from the qualified list for all future projects until the issues are resolved to the satisfaction of OAHPI. OAHPI also reserves the right to hold back 10% retention on the work. All warranty work will be performed at the Contractors' expense.

E. Proposer Responsibility

Proposer is responsible for coordinating all aspects of removal and associated costs for transportation and disposal shall be included in the final proposal. Proposers must be aware of the following street and conditions that may impact the project:

- Street Access: Many properties are on very narrow streets with tight parking lots/driveways, such that an oversized truck would block traffic in both directions, which will not be permitted. Depending on the size of the delivery truck, parking lot access will be coordinated with the Property Administrator.

II. PROPOSER REQUIREMENTS

A. Minimum Requirements

- a. The Proposer shall possess a current license with the state of California Contractor's License Board (CSLB) to perform the work outlined in the RFP.
- b. The Proposer must have been in business as a Contractor for a minimum of eight (8) years. OAHPI reserves the right to verify experience and California State Contractors License Code requirements.
- c. The Proposer shall have an acceptable industry service record.
- d. Proposers are required to submit three (3) references for similar projects or work. References should include the name of the contact person, business phone number, facsimile number, e-mail address, and general description of the project or work that was performed.

- e. It is mandatory for the Proposer to provide either a facsimile number or e-mail address.

III. CONTRACT PROPOSAL INFORMATION and PRICING

A. Proposer Instructions

The Proposed Cost must be recorded on the provided Cost Form in Exhibit A. OAHPI will only consider responses received by the deadline in the required submission method.

B. Proposal Submission Requirements

To properly evaluate each offer received by OAHPI, all proposals submitted in response to this RFP must be formatted in accordance with the "Proposal Format" described in the section below. None of the proposed services may conflict with any requirement OAHPI has published herein or has issued by addendum.

- a. OAHPI shall not be liable for any expense incurred in relation to the preparation or submittal of responses. Expenses include, but are not limited to, expenses preparing the response or related information in this RFP; negotiations with OAHPI on any matter related to the response; and costs associated with interviews, meetings, travel, or presentations. Additionally, OAHPI shall not be liable for expenses incurred because of OAHPI's rejection of any response.
- b. The Respondent(s) selected must be fully qualified to perform the services described above, must possess the appropriate license, and must comply with all contract requirements.

C. Response Format

To provide objective criteria that can be used in determining various respondents' abilities, please address the following items in the same order as presented below. Submissions must clearly address all the requirements outlined in this Section. A company qualification brochure may be added as an attachment at the end of the Proposal. The Respondent may include any other general information that the Respondent believes is appropriate to assist OAHPI in its evaluation.

- a. **Cover Letter** – Include the project name and RFP number, date, identity of the lead person submitting the response and all contact information for the primary contact person during this RFP process.
- b. **Experience** – Management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities Please be as descriptive as possible.
- c. **Firm's Qualifications** – Provide a narrative overview describing the Contractors experience and expertise providing a similar scope of work. Describe the firm's technical capabilities (in terms of personnel, equipment, and materials), management capabilities (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.) and subcontractor's capabilities.

- d. Project Approach** – Provide a narrative that discusses the Respondent's approach and process of engaging in the work for services. Please be as descriptive as possible. Proposed Cost – The cost must be recorded on the proposed cost forms in Exhibit A.

IV. REQUIRED FORMS

1. The following forms must be submitted with your proposal in the following order:
 - a. Proposed Cost Form - The form must be completed and signed. (Exhibit A)
 - b. Experience Table - The form Qualifications Statement must be completed. (Exhibit B)
 - c. Subcontractor Form - The Subcontractor Form must be completed to identify the tasks performed by Contractor and if applicable, subcontractor(s). (Exhibit C)
 - d. Contractors Qualification Questionnaire - The Contractors Qualification Form must be submitted with your proposal for consideration. (Exhibit D)
 - e. Contract Acknowledgement Form – The Contractors Acknowledgement Form must be signed. (Exhibit E)
 - f. Bonding Requirements (Exhibit F):
 - A proposal Guarantee, Bid, Performance and Payment Bond are required and are required to be documented:
 - Bid Bond includes a proposal guarantee from each proposer, equivalent to 5% of the proposed price, and upon award the following is required:
 - A performance and payment bond each for 100% of the contract price;
 - g. Profile and Certification Forms – The Profile and Certification Form must be completed and signed. (Exhibit G)
 - h. Schedule - Current availability to timely complete the project to be provide by submitter.
 - i. Sample Contract Agreement. (Exhibit H)
 - j. Vendor Protests and Claims procedures. (Exhibit I)
 - k. Section 3 Requirements and Action Plan (Exhibit J)

2. Bonding Companies

An acceptable surety (bonding) company is one that is authorized to do business in the State where the project is located and acceptable to OAHPI. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room 262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List

may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.

3. Proposals missing any of the above required forms (documents) will NOT be considered for award.

V. SELECTION PROCESS PROPOSER REQUIREMENTS

- A. RFP Timeline. The following are proposed dates relating to this selection process:

| | |
|--|---|
| RFP Issued: | February 29, 2024 |
| Pre-Proposal Conference with Site Visit: | March 12, 2024, at 10:00 AM – 11:00 AM PST, at 950 40th Street at Unit 19 Oakland, CA followed by Site visit 11:00 AM – 11:30 AM - 950 40th St 12:00 PM – 12:30 PM – 357-65 49th St |
| Questions Due: | March 22, 2024, at 2:00 PM PST |
| Submit Questions to: | Please submit all questions through the Housing Agency Marketplace eProcurement site, via the following link: https://ha.economicengine.com/requests.html?company_id=50863 (Indicate above RFP #24-001 in “Subject”) |
| Proposals Due: | April 12, 2024, at 2:00 PM PST via the Housing Agency Marketplace eProcurement site |

B. Questions/Answers

All questions must be submitted in writing via Housing Agency Marketplace no later than stated in the above RFP timeline. All questions will be answered in an addendum issued on the Housing Agency Marketplace site.

No questions will be responded to after the question-and-answer period has expired.

C. Addendum

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective Respondents. The addendum will be posted on the Housing Agency Marketplace if applicable at the below link:

https://ha.economicengine.com/requests.html?company_id=50863

During the RFP solicitation process, CCGS will NOT conduct any ex parte conversations (substantive conversation “substantive” meaning, any discussion or exchange between any OAHPI staff and a prospective Respondent that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective Respondents are not present) that may give one prospective Respondent an advantage over other prospective

Respondents. This will not bar prospective Respondents from contacting CCGS; however, CCGS will limit communication with prospective Respondents to information already contained in the solicitation documents. CCGS will not provide verbal responses to any inquiries made by prospective Respondents. Instead, CCGS staff will direct Respondents to submit all questions in writing and will provide a copy of the question and answer to all Respondents through a written addendum.

D. Response Due Date

Proposals must be submitted online via Housing Agency Marketplace on the date and time listed above through the following link: https://ha.internationaleprocurement.com/requests.html?company_id=63442

Respondents MUST register with Housing Agency Marketplace in order to submit proposals. It may take time to upload proposals so please take that into consideration when deciding what time to start uploading your proposal. Please make sure that your proposal has been successfully uploaded even if you receive a notice acknowledging your proposal. If you have any technical issues with the site, please contact Larry Hancock at 1-866-526-0160.

VI. SUBMISSION RESPONSIBILITIES

It shall be the responsibility of each Respondent to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by OAHPI, including the RFP document, the documents listed within Section IV, and any addenda and required attachments submitted by the Respondent. By virtue of completing, signing, and submitting the completed documents, the Respondent is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the Respondent not authorized in writing by CCGS to exclude any of OAHPI requirements contained within the documents may cause that Respondent to not be considered for award.

A. Evaluation Criteria: The following criteria will be used to evaluate all responses:

Points will be assigned to each response for all weighted areas. The evaluation team will make a recommendation to OAHPI's Board of Commissioners. Final approval will be made by the Board of Commissioners. **Total points possible: 100.**

| No. | Criteria | Points |
|------------|--|---------------|
| 1. | <u>Design Experience:</u> Contractor's demonstrated experience and past performance in design and engineering work. | 20 |
| 2. | <u>Construction Experience:</u> Contractor's demonstrated experience and past performance in "horizontal" construction work. | 20 |
| 3.. | <u>Technical Capabilities:</u> Technical, financial, and management capabilities and capacities to support the work of this RFP. | 20 |
| 4. | <u>Approach to the Project:</u> Technical approach and demonstrated understanding of the requirement as described in Section 2, Scope of Services, including contractor's | 20 |

| | | |
|----|---|------------|
| | demonstrated ability to work on Active housing (or similar) projects. | |
| 5. | Schedule: Current availability to timely complete the project. | 20 |
| | Total | 100 |

B. Selection Process

OAHPI will conduct the evaluation process. During the evaluation process, OAHPI reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to OAHPI staff. Each response will be independently analyzed by members of an evaluation team. The evaluations team will analyze how the Respondent's qualifications, experience, and capabilities meet OAHPI's needs. OAHPI may require the Respondent to submit additional materials to supplement its proposal. The selection will be the sole responsibility of OAHPI. OAHPI reserves the right to reject any and all responses and shall select Contractor/s based on the most advantageous conditions for OAHPI.

- C. Evaluation Committee.** Internally, an evaluation packet will be prepared for each evaluator. OAHPI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive "electronic copy" responses submitted for this RFP.

Restrictions. All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a response entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a response entity will be excluded from participation on the evaluation committee. PLEASE NOTE: No Respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS staff member is the only person at OAHPI that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

Evaluation The appointed evaluation committee shall evaluate the complete responses submitted and award points based on Section VI. Paragraph A - Evaluation Criteria. OAHPI will, at its discretion, contact one or more of the provided References for the Respondents deemed to be within the competitive range. Any negative References will be taken into consideration before proceeding with a final approval by the Board of Commissioners.

- D. Notice of Results of Evaluation** Upon completion of the evaluation and internal approval processes (even if the contract has not yet been awarded or board approval is pending), all proposers will receive, by email, a letter of award or non-award.

Potential “Competitive Range” and “Best and Final” Negotiations

The OAHPI reserves the right to conduct “Best and Finals” Negotiations, which may include oral interviews with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by the OAHPI in as timely a manner as possible.

I. Determination of Top Ranked Proposer

Typically, all points are awarded by the Evaluation Committee. The Committee’s scores (points) will determine the final ranking. The final ranking is then typically forwarded by CCGS to the Executive Director for approval. If the evaluation was performed to the satisfaction of the Executive Director, the final ranking may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the OAHPI’s option, be conducted prior to or after the BOC approval.

A. Reservation of Rights

Representatives of OAHPI can:

- Request clarification of responses submitted before the final selection of a vendor for this project.
- Reject any or all responses.
- Waive any informality in the selection process.
- Terminate this selection process at any time.
- Negotiate the fees proposed by proposers for this project; and
- Award a contract that provides the best value to OAHPI as determined solely by OAHPI in its absolute discretion.

i. Rejection of Proposals

OAHPI reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. Immaterial deviations may cause a proposal to be rejected. OAHPI may or may not waive an immaterial deviation or defect in a proposal. OAHPI’s waiver of an immaterial deviation or defect will in no way modify the proposal or excuse a proposer from full compliance with the proposed requirements. Any proposal may be rejected where it is determined to be not competitive, or where the cost is not reasonable. Proposals that contain false or misleading statements may be rejected.

ii. Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the proposed request, the proposer should immediately provide OAHPI with written notice of the problem and request that the proposal be clarified or modified. Without disclosing the source of the request, OAHPI may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential Proposers to whom the proposal was sent.

iii. Collusion

Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of OAHPI has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with or obligation to any undisclosed person or company.

iv. Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by OAHPI. Proposers shall not include any such expenses as part of their proposals.

a. Time of Essence

Time is of the essence with respect to Contractor's performance of the services to be provided in the final agreement.

Warranties and Representations

Proposer warrants and represents that it possesses such expertise, experience, and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Proposer will always supply an adequate number of well-qualified personnel to perform the work. Proposer will provide a contact person available and authorized to remedy any non-conformity with this warranty.

b. Indemnity Obligations of Proposer

Proposer will indemnify and defend OAHPI (including its Board of Trustees, officers, director, agents, and employees) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Proposer of any warranty, representation, term or condition made or agreed to by Proposer; (ii) all products and services prepared by or for Proposers hereunder and provided to OAHPI; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Proposer's business or any of its products or services provided to State Bar; (iv) any breach by Proposer of any statutory or regulatory requirement.

c. Insurance Obligations of Proposer

The Proposer will provide and keep in full force and effect during the term of this agreement, at the Proposer's own cost and expense, the following insurance policies for the joint benefit of the Proposer and OAHPI, with an insurer reasonably acceptable to OAHPI:

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

- iii. Workers' Compensation and **\$1,000,000** per accident for bodily injury and Employer's Liability: property damage.
- iv. Contractor's Pollution Liability. The Contractor or any of its subcontractors performing hazardous material abatement, shall procure and maintain Contractor's Pollution Liability (CPL) coverage throughout the period of construction to include coverage for lead abatement, asbestos abatement, or any other abatement or hazardous waste abatement activities in connection with the Work. Coverage could be provided by a corporate contractor pollution liability policy with limits of no less than **\$2,000,000** per occurrence and **\$2,000,000** in the aggregate per policy period.

Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants. The CPL policy shall also provide coverage for losses due to loading, unloading or transportation to a disposal site and liability imposed by off-Site disposal of materials at a third-party disposal site including testing, monitoring, measuring operations or laboratory analysis and remediation.

If the scope of work includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor shall furnish evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$2,000,000 per loss and an annual aggregate of \$2,000,000.

Acceptability of Insurers OAHPI

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

VII. Termination

- a. **At Will.** In the event of termination pursuant to this section, the Proposer's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Proposer will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by OAHPI.
- b. **Authorization of Funds.** If the agreement to purchase is terminated, Proposer agrees to take back any affected products furnished under this contract, and relieve OAHPI of any further obligation, except for OAHPI's obligation to pay for services already performed pursuant to this agreement.
- c. **Default by Proposer.** This agreement may be terminated by OAHPI for convenience with written notice to the Proposer in the event the proposer is in default under any of its provisions. In the event this agreement is terminated due to the default by the Proposer, the Proposer will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and OAHPI will have the right to have the services completed by other parties and the Proposer will reimburse the OAHPI for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided

for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, OAHPI's right to consequential damages caused directly or indirectly by the Proposer's default.

VIII. Assignment/Subcontracting

- a. **Assignment:** The Proposer will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of OAHPI, which consent may be granted or withheld in the sole and absolute discretion of OAHPI.
- b. **Subcontracting:** The Proposer may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of OAHPI. The Proposer's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above. As part of this RFP, the Proposal must include a list of any potential subcontractors proposed to complete any work on the project Contract Award.
- c. **Negotiations:** Once Proposals have been evaluated and ranked, OAHPI may use the contract negotiation process to obtain the most highly qualified Proposer(s) at a fair and mutually agreed-to price. The proposed Contract will include tasks with a Scope of Services and a Fee-Schedule.
- d. **Discussions:** OAHPI reserves the right to enter discussions with the firm(s) whose Proposal is deemed most advantageous and in OAHPI's best interest for the purpose of negotiations. OAHPI reserves the right to enter negotiations with the responsible and responsive firms within the competitive range without the need to repeat the formal solicitation process. **OAHPI reserves the right to award without discussions.**
- e. **Meetings.** Once the Contract is awarded, the Contractor(s) will meet with the Project Manager for this RFP and key staff to discuss the needs, method, and timeline of this requirement/service.

IX. Contract Award Procedure: If a Contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- a. By completing, executing, and submitting a Proposal, the proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by OAHPI, including the Contract clauses already attached in the 'Sample Contractor Agreement' under the Attachment section of the Table of Contents. Accordingly, OAHPI has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.
- b. **Contract Conditions**
The following provisions are considered mandatory conditions of any Contract Award made by OAHPI pursuant to this RFP:
 - i. **Contract Form:** OAHPI will not execute a Contract on the successful Proposer's Form. Contracts will only be executed on OAHPI's Form (please see **Sample Contract Agreement**) and by submitting a Proposal the

successful proposer agrees to do so (please note that OAHPI reserves the right to amend this form as OAHPI deems necessary). However, OAHPI will, during the question-and-answer period (request must be submitted before the question deadline) consider any Contract clauses that the proposer wishes to include therein and submits in writing a request for OAHPI to do so. **IF THE PROPOSED CLAUSES ARE NOT ACCEPTED BY OAHPI, THEN THE PROPOSER MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of OAHPI to include such clauses does not give the successful proposer the right to refuse to execute OAHPI's Contract Form. It is the responsibility of each prospective proposer to notify OAHPI, in writing, before the question deadline, of any Contract clause that he/she is not willing to include and abide by in the final executed Contract. OAHPI will consider and respond to such written correspondence in the Addendum, and if the prospective proposer is not willing to abide by OAHPI's response (decision), then that prospective proposer shall be deemed ineligible to submit a Proposal.

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

EXHIBIT A
PROPOSED COST FORM

SPECIFICATION NUMBER:**PROJECT DESCRIPTION:** Design-Build Services for 40th and 49th Street Parking Lots**PROPOSAL DUE DATE/TIME:** April 12, 2024, at 2:00 PM PST via the Housing Agency Marketplace eProcurement site (To be considered, your proposal must reach us by the deadline specified or as otherwise specified via an addendum.)

Proposer INFORMATION:

Company Name: _____

Contact Name: _____

Address: _____ City: _____ State: _____ Zip code: _____

Telephone: _____ Fax: _____

Email: _____

The Oakland Affordable Housing Preservation Initiatives (OAHPI) seeks qualified firms to Design-Build (Reconstruct) parking lots under the terms and conditions set forth, and in conformance with the terms and conditions of the Contract documents. The Proposer, having familiarized itself with the conditions and said requirements and documents, hereby proposes, offers and agrees, that if this proposal is accepted, the proposer shall do all things necessary to fully perform and satisfy all terms, conditions and requirements of the said Contract Documents within **180 CALENDAR DAYS** as delineated in the Notes section of the Technical Specifications after receipt of "Notice To Proceed" for and at the price/prices indicated below. The OAHPI reserves the right to award one (1) or multiple contracts that are deemed most advantageous to the OAHPI.

Proposer AMOUNT

| | |
|---|-----------|
| 950 40th Street - Design, Build (Reconstruct) Parking Lot | \$ |
| Contingency* | \$50,000 |
| TOTAL LUMP SUM | \$ |

| | |
|--|-----------|
| 357-65 49th Street - Design, Build (Reconstruct) Parking Lot | \$ |
| Contingency* | \$50,000 |
| TOTAL LUMP SUM | \$ |

**The contingency is to address unanticipated conditions and to be utilized with approval of OAHPI's Project Manager/Representative. Unused portion of the contingency line item will be credited back to the OAHPI.*

All proposal items are to include general conditions. This shall include, but not be limited to project management; supervision; insurance; mobilization; dust protection; designing, demolition; landfills and recyclers for construction debris; dumpsters; project signage; solid waste protection plan; job site cleaning; coordination with property management and other trades; shoring; working platforms; equipment and operating it, implementing health and Safety measures; pedestrian and vehicular protection. Include costs associated with obtaining all required approvals and permits to perform work.

Proposer Name: _____

Authorized Signature: _____

Title: _____ **Date:** _____

EXHIBIT B
CURRENT CLIENT REFERENCES (REQUIRED)

CURRENT CLIENT REFERENCES (REQUIRED)

Submit this form with the BID, failure to do so is grounds for disqualification.

Company _____
 Address _____
 City, ST, Zip _____
 Fax/Phone Numbers _____
 Contact Name/Title _____
 Type of Engagement _____

Company _____
 Address _____
 City, ST, Zip _____
 Fax/Phone Numbers _____
 Contact Name/Title _____
 Type of Engagement _____

Company _____
 Address _____
 City, ST, Zip _____
 Fax/Phone Numbers _____
 Contact Name/Title _____
 Type of Engagement _____

Company _____
 Address _____
 City, ST, Zip _____
 Fax/Phone Numbers _____
 Contact Name/Title _____
 Type of Engagement _____

Company _____
 Address _____
 City, ST, Zip _____
 Fax/Phone Numbers _____
 Contact Name/Title _____
 Type of Engagement _____

Bidder's Company Name
 Legal Structure (corp./partner/proprietor)
 Principle Office Address
 City, ST, Zip
 Phone Number & Fax Numbers
 Email
 Federal Employer Identification Number
 Title of Person Authorized to Sign
 Print Name of Person Authorized to Sign
 Date Signed and Authorized Signature

EXHIBIT C
SUBCONTRACTOR FORM

OAHPI requires all proposers to identify all subcontractors* proposed as part of this proposal. Failure to provide all the information herewith requested may result in rejection of the proposal.

| Subcontractor | Classification | Amount | Location | Ownership (check) | | |
|---------------|----------------|--------|----------|-------------------|-----|-----|
| | | | | MBE | WBE | SBE |
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |
| 11. | | | | | | |
| 12. | | | | | | |
| 13. | | | | | | |
| 14. | | | | | | |
| 15. | | | | | | |

(Attach additional page if necessary.)

MBE - Minority Business Enterprise
WBE - Woman Business Enterprise
SBE - Small Business Enterprise

**List Sub-Contractors for work in excess of ½ of 1 percent of proposers total proposal [Reference: California Public Contract Code Section 4104(a)(1)] .*

SUBCONTRACTOR FORM

(PAGE 2 OF 2)

OAHPI requires all proposers to identify all work that is **not** to be performed by a listed subcontractor and identifies who will perform the work, including the estimated cost for completing the specified work. Failure to provide all the information herewith requested may result in rejection of the proposal.

| Classification/Type of Work | Amount |
|-----------------------------|--------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |
| 8. | |
| 9. | |
| 10. | |

Date _____

Name of proposer _____

By _____

By _____

Title _____

Address _____

Phone _____

Federal I.D. Number _____

EXHIBIT D

CONTRACTOR QUALIFICATIONS QUESTIONNAIRE (REQUIRED)

RFP #24-001

SUBMIT THIS FORM WITH THE RFP, FAILURE TO DO SO IS GROUNDS FOR DISQUALIFICATION

General Information

Proposer's Company Name

Name of Contact Person

Legal Structure
(corp./partner/proprietor)

Principle Office Address

City, State, Zip

Phone Number(s) & Fax Number

Email

Tax Identification Number

Title of Person Authorized to Sign
Print Name of Person Authorized to Sign
Contractor License No./Type/Exp. Date

Is Your Business a MBE / WBE / Section 3 Business? Please specify.

General Questions

Describe any trades your company specializes in (check all that apply):

- General Contractor for all Trades
- Electrical
- Plumbing
- HVAC

Masonry

Roofing

Painting

If General Contractor is checked, which trades, if any, will you subcontract?

Electrical

Plumbing

HVAC

Masonry

Roofing

Painting

Cabinetry

Flooring

Drywall

Other:

Company History Questions (Yes/No, Circle One)

1. Within the past 5 years has your company, Principal, or Affiliate been the subject of any of the following (respond to each)
 - (a) a judgment of conviction for any business-related conduct constituting a crime under state or federal law? Y / N
 - (b) a criminal investigation or indictment for business related conduct constituting a crime under state or federal law? Y / N
 - (c) a federal or state suspension or debarment? Y / N
 - (d) a voluntary exclusion from bidding/contracting? Y / N
 - (e) an OSHA Citation and Notification of Penalty containing a violation classified as serious?
Y / N

- (f) an OSHA Citation and Notification of Penalty containing a violation classified as willful?
Y / N
- (g) a state labor law violation deemed willful? Y / N
- (h) any bankruptcy or reorganization proceeding? Y / N
- (i) any suspension or revocation of any business or professional license or certifications?
Y / N
- (j) falsified business records? Y / N

2. State the number of year/months your business has been in operation.

Response:

3. State the approximate number of jobs completed as a General Contractor in the **last 5 years**.

Response: (state the number of jobs that match the value)

Number of jobs completed:

Number of jobs between \$1,000 - \$5,000: _____

Number of jobs between \$5,000 - \$10,000: _____

Number of jobs between \$10,000 - \$25,000: _____

Number of jobs between \$25,000 - \$50,000: _____

Number of jobs between \$50,000 - \$100,000: _____

Number of jobs above \$100,000: _____

4. Describe any experience or other factors that would demonstrate your knowledge and experience in rehabilitating residential/single family properties in the City of Oakland.

Response:

5. How does your company handle post construction warranty issues? What is the turnaround time for responding to these issues?

Response:

I certify that I have read the questions and qualification statements surrounding services of the proposed project and that the information provided in this Statement of Qualifications is true and correct to the best of my knowledge and belief. I understand that any information contained herein found to be false or willfully misleading may be grounds for disqualification from this and other Oakland Affordable Housing Preservation Initiatives projects.

Contractor Name: _____

Authorized Signature: _____ Date: _____

EXHIBIT E

Contract Acknowledgment Form



Acknowledgment of Mandatory Form of Contract

Please read the following provisions, which are considered mandatory conditions of any Contract Award made by OAHPI pursuant to this solicitation:

Contract Form: OAHPI will not execute a Contract on the selected vendor's form. Contracts will only be executed on the OAHPI's Form (please see **Sample Contract Attached to this RFP/RFQ**) and by submitting a response, the successful proposer agrees to do so (please note that OAHPI reserves the right to amend this form as OAHPI deems necessary).

OAHPI may, in its sole discretion, consider amendments/modifications to its form of Contract, provided Vendor complies with the request for amendment/modification procedures set forth in the RFP/RFQ. **IF THE PROPOSED VENDOR AMENDMENTS AND/OR MODIFICATIONS TO THE FORM OF CONTRACT ARE NOT ACCEPTED BY OAHPI, THEN THE SUCCESSFUL VENDOR MUST EXECUTE THE CONTRACT FORM AS IS.** Failure of OAHPI to accept such amendment/modification does not invalidate the OAHPI's Form of Contract. It is the sole responsibility of each prospective vendor to notify OAHPI, in writing, before the question deadline, of any requests to amend/modify the Form of Contract. A successful Vendor's failure to execute the final form of OAHPI Contract shall automatically result in rescission of any award and OAHPI shall have the right to exercise all remedies available to it in law and equity.

By signing below you hereby acknowledge and agree to the terms and provisions discussed above:

Name of Firm: _____

Authorized Signature: _____

Date: _____

The enclosed "Acknowledgement of Form of Contract" **MUST** be included with your response.

EXHIBIT F

Bonding Requirements

OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES

PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a _____ organized under the laws of the State of California, hereinafter referred to as the “Contractor” and _____, a _____ organized under the laws of the State of _____, and authorized to transact business in the State of California, hereinafter referred to as “Surety”, are held and firmly bound unto The Oakland Affordable Housing Preservation Initiatives a non profit public benefit Corporation of the State of California, hereinafter referred to as the “OAHPI”, in the penal sum of _____, Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the above contractor has on the _____ of _____, 20_____, entered into a written contract with the OAHPI for furnishing all labor, materials, tools, superintendence, and for other facilities and accessories for the Construction of Contract Number _____, in accordance with the Contract Documents there fore which are incorporated by reference and made a part hereof, and are herein referred to as the Contract.

NOW THEREFORE, the condition of this payment bond obligation such that if the Contractor shall at all times promptly make payments fo all amounts lawfully due to all person supplying of furnishing it or its sub-contractors with labor and materials, rental of machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the OAHPI to the extent of any and all payments in connection with the carrying out of such Contract which the OAHPI may be required to make under the law, that this obligation shall be null and void, otherwise, it shall remain in full force and effect;

Page 2
Payment Bond

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that any and all changes in the Contract Documents, which include the Contract Drawings, and Technical Specifications, or compliance or non compliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety here waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20 _____.

ATTEST:

PRINCIPAL:

Signature

Name/Title

SURETY:

Signature

Name/Title

(Seal)

Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

AS PRINCIPAL, AND

_____, as SURETY
(Name of Surety)

are held and firmly bound unto Oakland Affordable Housing Preservation Initiatives hereinafter called the "OAHPI", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20_____, for

Now, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the OAHPI in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the OAHPI the difference between the amount specified in said bid and the amount for which the OAHPI may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

State of California, County
of _____. Subscribed
and sworn to (or affirmed)
before me _____ on
this ____ day of _____, 20____
, proved to me on the basis of
satisfactory evidence to be
the person(s) who appeared
before me. certify under
PENALTY OF PERJURY under the
laws of the State Of
California that the foregoing
paragraph is true and correct.

WITNESS my hand and official
seal.

(Individual Principal) (SEAL)

Business Address:

(Street)

(City) (State) (Zip Code)

(SEAL)

(Notary Signature)

FORM OF BID BOND - PAGE 2

State of California, County of _____ and sworn to (or affirmed) before me _____ on this ___ day of _____, 20____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

(SEAL)

(Notary Signature)

(Corporate Principal)

Business Address:

(Street)

(City) (State) (Zip Code)

By _____ Affix
_____ Corporate
_____ Seal

State of California, County of _____ and sworn to (or affirmed) before me _____ on this ___ day of _____, 20____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. certify under PENALTY OF PERJURY under the laws of the State Of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

(SEAL)

(Notary Signature)

(Corporate Principal - Surety Company)

Business Address:

(Street)

(City) (State) (Zip Code)

By _____ Affix
_____ Corporate
_____ Seal

(Power-of-attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT G

Profile and Certification Form

| |
|---|
| PROFILE AND CERTIFICATION FORM (Page 1 of 3) |
|---|

(1) Prime ____ Sub-contractor ____ (This form must be completed by and for each).

(2) Name of Firm: _____ Telephone: _____ Fax: _____

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

(4) Primary Contact for this Project: _____ Email Address: _____

(5) Identify Principals/Partners in Firm (Attach **professional resumes** for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |
| | | |

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

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |
| | |

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

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

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

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

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

If applicable, WMBE Certification Number: _____

Certified by (Agency): _____

(8) Federal Tax ID No.: _____

(9) Business Name as Listed on the California Secretary of State Website: _____

(10) California Secretary of State Entity Number: _____

(11) [APPROPRIATE JURISDICTION] Business License No.: _____

(12) State of _____ License Type and No.: _____

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

| |
|---|
| PROFILE AND CERTIFICATION FORM (Page 2 of 3) |
|---|

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

a.) **Written Notice**

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

b.) **Advertisement**

- Not less than _____ days prior to the submission of the bids/proposals, the undersigned party advertised for bids/proposals from interested MBE/WBE businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**
- The undersigned party **did not** advertise for bids from MBE/WBE businesses.

c.) **Participation**

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

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

Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

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

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

| |
|---|
| PROFILE AND CERTIFICATION FORM (Page 3 of 3) |
|---|

- (16) Authorized Personnel: Please state the name of your personnel authorized to sign legal and binding proposal and contract documents for this procurement below (please submit proof/documentation stating the below individual has this authorization):
- Name:
- Title:
- (17) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HA? Yes No
- If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (18) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the OAHPI or any person interested in the proposed contract; and that all statements in said bid are true.
- (19) Indemnification Certification: The undersigned party submitting this bid hereby certifies that the firm expressly agrees to indemnify, defend, hold harmless and indemnify the Authority, and its respective commissioners, members, officers, agents and employees of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising out of or connected with the performance of this Contract and any of Contractor's operations or activities related thereto, excluding the willful misconduct or the gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
- (20) Section 3 and Labor Compliance (if applicable): The undersigned party submitting this bid hereby certifies that the firm can meet and comply with OAHPI's "Section 3 Requirements" and Labor Compliance standards including submission of certified payrolls and paying employees the required prevailing wages. *(Section 3 Information, Economic Opportunities Policy, and Labor Compliance standards may be found on our website at [www.oakha.org/ Business Opportunities/Section 3.](http://www.oakha.org/Business%20Opportunities/Section%203))*
- (21) Labor Code Certification: The undersigned party submitting this bid hereby certifies that party submitting this bid hereby is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement".
- (22) Verification Statement: The undersigned party hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

 Signature

 Date

 Printed Name

 Company

EXHIBIT H

Sample Contract Agreement

[OAHPI CONTRACT NUMBER]

**OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES
CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (the "Agreement") is entered into as of **DATE** (the "Effective Date"), by and between the OAKLAND AFFORDABLE HOUSING PRESERVATION INITIATIVES ("OAHPI"), and **CONTRACTOR NAME** ("Contractor"), collectively referred to herein as the "Parties", with reference to the following facts:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms that are defined in Article 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use of capitalized terms in these Recitals.

B. On [_____], OAHPI issued the IFB for the Work. Thereafter, on [_____], OAHPI selected the Contractor to perform the Work in accordance with the IFB.

C. The Contractor has represented to OAHPI that the Contractor has the necessary skill and expertise to perform the Work.

D. The Parties wish to enter into this Agreement to memorialize their agreement as to the specific requirements regarding the renovation and modernization project at the Property.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE 1
PURPOSE; DEFINITIONS**

Section 1.1 Purpose.

The purpose of this Agreement is to authorize Contractor to take actions necessary to perform the Work on the Property. Contractor hereby agrees to perform the Work in compliance with the terms and conditions of this Agreement, within the time periods provided by the Schedule, and for the costs set forth on the Contractor Schedule of Values.

Section 1.2 Definitions.

The following capitalized terms have the meanings set forth in this Section 1.2 wherever used in this Agreement, unless otherwise provided:

(a) "Acceptance Certificate" shall have the mean set forth in Section 2.9 below.

(b) "Agreement" shall mean this Construction Services Agreement and all Exhibits.

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(c) "Application for Payment" shall have the meaning set forth in Section 3.3(b) below.

(d) "Architect" shall mean [_____], a [_____].

(e) "OAHPI" shall mean the Oakland Affordable Housing Preservation Initiatives.

(f) "Change Order" shall have the meaning set forth in Section 2.11 below.

(g) "City" shall mean the City of Oakland.

(h) "Contracting Officer" shall have the meaning set forth in Section 5.7 below.

(i) "Contractor" shall mean [_____], a [_____].

(j) "Contract Documents" shall mean this Agreement (including all exhibits attached hereto), the General Conditions, and the Plans.

(k) "Contract Sum" shall have the meaning set forth in Section 3.1 below.

(l) "Contract Time" shall have the meaning set forth in Section 2.9 below.

(m) "Cost of the Work" shall mean the costs and expenses incurred by, or on behalf of, the Contractor in connection with the performance of the Work, as more particularly described in Section 3.1.

(n) "DIR" shall mean the State of California Department of Industrial Relations.

(o) "General Conditions" shall mean the General Conditions for Construction Contract attached hereto as Exhibit E.

(p) "Guaranteed Maximum Price" shall have the meaning set forth in Section 3.1(b) below.

(q) "HUD" shall mean the United States Department of Housing and Urban Development.

(r) "IFB" shall mean the Invitation for Bids issued by OAHPI on [_____], and the Contractor's response dated [_____], each of which are attached hereto as Exhibit H, and incorporated into this Agreement by this reference.

(s) "Notice to Proceed" shall mean the notice to be issued by OAHPI to the Contractor to establish the date for the commencement of the Work.

(t) "Parties" shall mean OAHPI and Contractor. "Party" shall mean either OAHPI or the Contractor.

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(u) "Plans" shall mean the plans and specifications as set forth on Exhibit D.

(v) "Property" shall mean the real property located in the City of Oakland commonly known as [_____], owned by OAHPI, on which the Contractor shall perform the Work.

(w) "Retention Amount" shall have the meaning set forth in Section 3.3(a) below.

(x) "Schedule" shall mean the schedule for performance of the Work attached as Exhibit G, as the Parties may revise from time to time, pursuant to a Change Order.

(y) "Subcontractor" shall mean any subcontractor under direct contract with the Contractor as more particularly described in Section 2.4.

(z) "Substantial Completion" shall mean the stage in the progress of the Work where the work is sufficiently complete in accordance with this Agreement and all other Contract Documents so that the work may be utilized for its intended use as evidenced by the Acceptance Certificate.

(aa) "Work" shall mean, collectively: (i) [_____] on the Property, as more particularly set forth in Exhibit A, and as set forth on the Plans; and (ii) all other construction and services required by the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents (including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations).

Section 1.3 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Scope of Work
- Exhibit B: List of Subcontractors
- Exhibit C: Contractor Schedule of Values, Qualifications & Exclusions
- Exhibit D: List of Plans
- Exhibit E: General Conditions for Construction Contract
- Exhibit F: Insurance Requirements
- Exhibit G: Schedule
- Exhibit H: Documents incorporated for reference from IFB
- Exhibit I: Davis-Bacon Wages and California Prevailing Wages [delete if not applicable]

ARTICLE 2
CONSTRUCTION SERVICES

Section 2.1 Scope of Work.

The Contractor shall perform the Work as set forth in the Plans provided to the Contractor by OAHPI.

In addition to the requirements set forth herein, Contractor shall also be subject to the terms and provisions set forth in the General Conditions of the Contract for Construction attached hereto as Exhibit E and incorporated herein by this reference, except to the extent otherwise specifically stated herein.

Section 2.2 Responsibility for Performance of the Work.

(a) Contractor Responsibilities. Contractor shall manage all activities associated with the performance of the Work in accordance with this Agreement, including, but not limited to, the following activities:

(i) In addition to the requirements set forth in Section 3.1 of the General Conditions, Contractor shall employ a full-time superintendent to be on the jobsite at all times during the progress of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. OAHPI shall have the right to approve the superintendent. If the Contractor removes the superintendent, OAHPI shall have the right to approve the replacement superintendent, which shall not be unreasonably denied.

(ii) Contractor shall conduct weekly job site meeting with the OAHPI's representative to keep OAHPI informed of the progress of the Work. Contractor shall provide OAHPI copies of minutes of any job site meetings.

(iii) The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement.

(iv) Subject to OAHPI's obligation to disburse funds set forth in Section 3.3(c) below, Contractor shall make, or cause to be made, payment of all monies due and legally owing to all persons doing any work, furnishing any materials or supplies, or renting any equipment to Contractor or any of its Subcontractors in connection with performance of the Work, within ten (10) days following receipt of payment from OAHPI.

(v) The Contractor shall be responsible to OAHPI for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors and for any damages, losses, costs, expenses, including but not limited to attorneys' fees resulting from such acts and omissions. In accordance with Labor Code 1810, Contractor acknowledges that eight (8) hours of labor constitutes a legal day's work.

(b) Use of Site. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Property by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Property. The Contractor shall take reasonable precautions and measures to protect materials and equipment stored at the Property from weather, theft, and damage, and the Contractor shall be solely liable

for any loss or damage to such materials and equipment. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such manner that public areas adjacent to the Property of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

Section 2.3 Contractor Representations and Warranties.

(a) Representations and Warranties. The Contractor represents and warrants the following to OAHPI (in addition to any other representations and warranties contained in the Agreement) as a material inducement to OAHPI to execute this Agreement:

(i) The Contractor, and to the best of Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

(ii) The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

(iii) The Contractor is authorized to do business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work. The Contractor's license number is [_____];

(iv) The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;

(v) The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular project, and will perform the Work with the care, skill, and diligence of such a contractor;

(vi) Except as disclosed to OAHPI in writing, there are no claims, actions, investigations, suits, or proceedings pending affecting Contractor's performance under the Contract Documents; and

(vii) All financial information delivered to OAHPI, including all information relating to the financial condition of the Contractor or any of its partners, joint venturers, or members (as applicable), fairly and accurately represents the financial condition being reported on as of its date. All such information is prepared in accordance with generally accepted accounting principles consistently applied, unless otherwise noted. There has been no material adverse change in the financial condition of any of the persons described above-reported at any time to OAHPI, except as previously disclosed to OAHPI in writing in later financial information and found acceptable to OAHPI in its sole and absolute discretion.

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(b) Survival. The foregoing representations and warranties shall survive the execution and delivery of this Agreement and any termination of this Agreement.

Section 2.4 Subcontractors.

(a) List of Subcontractors. The Contractor's list of approved Subcontractors for the performance of the Work, and each of the Subcontractor's license numbers, is set forth on Exhibit B. In the event the Contractor desires to replace any Subcontractor pursuant to Public Contract Code Section 4107, then the Contractor shall notify OAHPI in writing, and, OAHPI shall then follow the process set forth in Public Contract Code 4107(a). Thereafter, if requested by OAHPI in writing, the Contractor shall provide OAHPI with a draft copy of its form subcontract, and disclose to OAHPI the name, trade, and subcontract amounts for each subcontractor prior to the proposed subcontractor's performance of any portion of the Work. Subcontractors shall have the required licenses and expertise necessary to perform the proposed subcontract work. OAHPI will promptly reply to the Contractor in writing stating whether or not OAHPI, after due investigation, has reasonable objection to any such proposed person or entity. Provided OAHPI has not objected to the proposed subcontractor, such person or entity shall be deemed a "Subcontractor". The Contractor shall not contract with a proposed person or entity to whom OAHPI has made reasonable and timely objection, or an entity that has been debarred by the DIR. If any contract between the Contractor and a Subcontractor is materially altered so that it differs from the form subcontract provided to OAHPI with regard to terms other than (1) the description of the Work to be performed pursuant to the subcontract, and (2) the subcontract price, that subcontract shall be submitted to OAHPI for its review prior to the commencement of applicable portion of the Work.

(b) Subcontracts. By appropriate agreement the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of this Agreement and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the Contractor, by this Agreement, assumes toward OAHPI. Each subcontract shall, among other matters: (i) require that the work be performed in accordance with the requirements of this Agreement; (ii) require the Subcontractor to carry and maintain liability insurance in accordance with this Agreement; and, (iii) shall specifically provide that OAHPI is an intended third-party beneficiary of such subcontract and that the Subcontractor recognizes the rights of OAHPI to take an assignment of its subcontract after termination of this Agreement by OAHPI on default of the Contractor.

Section 2.5 Payment and Performance Bonds.

Prior to commencement of the Work, the Contractor shall deliver to OAHPI copies of labor and material (payment) bonds and performance (general contractor bond) bonds for the Work in an amount equal to one hundred percent (100%) of the scheduled costs of the Work. Said bonds shall comply with the requirements of California Civil Code Section 3248 and shall be issued by an insurance company which is licensed to do business in California and has a rating equivalent to AAA or AA+ by an insurance company listed in the current year's list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and for amounts which are not in

excess of the acceptable amount set forth on such list for the respective surety. The bonds shall name OAHPI as a co-obligee or assignee.

Section 2.6 Right of Entry; Job Site Facilities.

(a) Right of Entry. OAHPI hereby grants Contractor a right to enter the Property for the purpose of performing the Work. This right of entry may be exercised by Contractor, and its employees, agents, and Subcontractors. This right of entry will terminate upon the sooner to occur of: (i) completion of the Work; or (ii) the occurrence of an event of default under this Agreement.

(b) No Liens. The Contractor and all Subcontractors and all material suppliers are prohibited from placing any liens on the Property; provided, however nothing in this subsection shall be deemed to prohibit the filing of a stop notice.

(c) Signs. Subject to prior approval of OAHPI as to size, design, type and location, and to local regulations, the Contractor and its Subcontractors may erect temporary signs for purposes of identification and, to the extent applicable, controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property. The Contractor shall comply with all applicable CAL OSHA standards.

(d) Job Site Facilities. In addition to the requirements set forth in Section 3.4.1 of the General Conditions, the Contractor may provide a jobsite trailer and portable sanitary facilities. This office will be located so as to cause no interference to any Work to be performed on the Property. The Contractor shall consult with OAHPI with regard to location. Unless otherwise agreed to by the Parties, upon completion of the Work, the Contractor shall remove all such temporary structures and facilities from the Property. On-site storage will be permitted, as a convenience to the Contractor, in areas designated by OAHPI for such purposes. Contractor shall take reasonable security measures to protect against theft and vandalism. Contractor is responsible for Contractor owned tools and equipment. Except for damage due to Contractor's negligence or willful misconduct, damage or vandalism to the Improvements, products at the Property, in storage or in transit shall be covered by the builder's risk policy, described in Section 7.19, below. The Contractor may, at its option and expense, rent off-site facilities for the storage and securing of its materials.

Section 2.7 Safety Precautions and Programs.

(a) Contractor Responsibility. In addition to the requirements set forth in Section 3.3 of the General Conditions, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and for providing safe conditions for the performance of the Work. OAHPI shall have no liability or responsibility for the physical condition or safety of the site or any improvements made by the Contractor and located on the Property until acceptance of the Work by OAHPI as evidenced by the Acceptance Certificate more particularly described in Section 2.9(b). The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

(i) employees at the Property and other persons who may be affected thereby, including, but not limited to the tenants of the residential units located at the Property (collectively, the "Residential Tenants");

(ii) the materials and equipment to be used in connection with the performance of the Work, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and

(iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.

(b) Residential Tenants. The Contractor acknowledges that the Residential Tenants shall be occupying the portions of the Property above the portions of the Property where the Work will be performed. The Contractor shall take all reasonable precautions to ensure that the Work is performed in such a manner so as not to endanger, threaten, or impair the safety of Residential Tenants or their guests and invitees, and shall construct and maintain reasonable safeguards as required by the condition and progress of the Work. Contractor shall take all reasonably available efforts to eliminate unnecessary noise, dust, or obstructions during the performance of the Work.

(c) Utilities. In the event that the performance of the Work requires existing utilities (including, but not limited to, water, heat, electricity, or telecommunications) to be shut-off, then the Contractor shall not cause such utilities to be shut off until: (i) Contractor has notified OAHPI of such requirement, and (ii) OAHPI has notified the Residential Tenants of such requirement in accordance with the Residential Tenants' leases. In such event the Contractor shall use commercially reasonable efforts to minimize the time period that any utility serving the Property is shut-off.

(d) Notices. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

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(e) Explosives. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for performance of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall also give OAHPI reasonable advance notice.

(f) Damage. The Contractor shall promptly remedy damage and loss to property referred to in Subsections 2.7(a)(ii) and (iii) above, to the extent caused by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Subsections 2.7(a)(ii) and (iii), except damage or loss attributable to acts or omissions of OAHPI and not attributable to the fault or negligence of the Contractor.

(g) No Overloading. The Contractor shall not load or permit any part of the Work or site to be loaded so as to endanger its safety.

(h) Suspension. When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all coverings and protect the Improvements, as necessary, from injury by any cause, including, but not limited to rain or other weather conditions.

(i) Notice to OAHPI. The Contractor shall promptly report in writing to the OAHPI all accidents arising out of or in connection with the Work that caused death, serious personal injury, or serious property damage (other than the demolition of any existing improvements on the Property as set forth in the Plans), giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to OAHPI.

Section 2.8 Conditions Precedent to Commencement of the Work.

(a) Conditions. Contractor shall cause the commencement of Work by no later than the date set forth in a Notice to Proceed issued by OAHPI; provided, however, OAHPI shall not be under any obligation to issue a Notice to Proceed until satisfaction of the following conditions precedent:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) Contractor has furnished OAHPI with evidence of the bonds meeting the requirements of Section 2.5 above.

(iii) Contractor has executed and delivered OAHPI all documents, instruments, and policies required by OAHPI pursuant to this Agreement.

(iv) Contractor has furnished OAHPI with evidence of the insurance coverage meeting the requirements of Section 2.18 below.

(v) The Contractor has secured all necessary permits, fees and licenses as set forth in Section 2.12(a).

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(b) Termination. If Contractor has not satisfied the conditions precedent set forth in this Section 2.8 by the earlier of: (i) the date set forth in the Notice to Proceed; or (ii) [_____, 20__], then such failure shall constitute a default as set forth in Section 4.2, below, and OAHPI may, in its sole discretion, terminate this Agreement. In the event of such termination neither Party shall have any continuing liability or obligations except for continuing indemnities provided elsewhere in this Agreement.

Section 2.9 Completion of the Work.

(a) Compliance with Schedule. The Contractor shall complete all Work required under this Agreement within _____ calendar days of the Effective Date of this Agreement, or within the time schedule established in the Notice of Proceed issued by the Contracting Officer ("Contract Time"). The Contractor shall perform the Work in strict accordance with the Schedule submitted to and accepted by OAHPI. The Contractor shall have the sole and exclusive responsibility for completing the Work according to the Schedule. Failure to materially comply with the Schedule shall be considered a breach of this Agreement. Any proposed revisions to the Schedule which would affect Contract Time shall be submitted by the Contractor pursuant to the Change Order procedure set forth in Section 2.11. If OAHPI reasonably determines that the performance of the Work has not materially reached the level of completion set forth in the Schedule or the Contract Documents (taking into account any corrective schedule action(s) proposed by the Contractor including, but not limited to, resequencing tasks or lags to obtain compliance with the Schedule), then OAHPI shall have the right to require the Contractor to take all measures necessary to expedite the Work in order to materially comply with the Schedule including, but not limited to, working additional shifts or overtime, supplying additional labor, equipment, facilities, and other similar measures. OAHPI right to require such measures is solely for the purpose of ensuring Contractor's compliance with the Schedule. The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with such measures required by OAHPI. OAHPI may exercise the rights furnished in this Section as frequently as OAHPI deems necessary to ensure that the Contractor's performance of the Work will comply with the Contract Time.

(b) Acceptance Certificate. Contractor shall diligently prosecute the Work to completion, and shall cause the Substantial Completion of the Work as set forth in the Schedule, and within the Contract Time. Upon Substantial Completion of the Work the Contractor shall submit to OAHPI a certification from the Architect stating that the Work has been completed in accordance with the Plans. Upon (1) submission of the Architect's certification, (2) inspection by OAHPI and a determination by OAHPI in its reasonable discretion the Contractor has reached Substantial Completion in compliance with this Agreement, and (3) at OAHPI's discretion, completion of an independent cost certification of the work to be prepared and paid for by OAHPI, OAHPI shall certify in writing that the Work is substantially complete by executing and recording against the Property a notice of completion and acceptance of work (the "Acceptance Certificate").

Section 2.10 Delay and Extension of Time.

(a) Delay. Except as set forth below, the occurrence of events that delay the Work shall not excuse the Contractor from achieving Substantial Completion within the Contract

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Time. The Contract Time may be extended by Change Order for each day the Contractor is delayed in the commencement or progress of the Work provided that the Contractor demonstrates that the following conditions have been met:

- (i) At the time the event causing the delay commences, no event of default (as described in Section 4.2) exists;
 - (ii) The Contractor demonstrates that the delay will have a material adverse impact on the critical path of the then current Schedule;
 - (iii) The delay is not caused by the Contractor;
 - (iv) The delay could not be (or have been) limited or avoided by the Contractor's timely notice to OAHPI of the delay or reasonable likelihood that the delay would occur;
 - (v) The delay is of a duration of more than one day; and
 - (vi) The delay is caused by one, or more, of the events or conditions set forth in Section 8.3.1 of the General Conditions.
- (b) Change Order. Provided that such conditions set forth above are satisfied, the Contract Time may be extended by Change Order as set forth in Section 2.11.

Section 2.11 Change Orders.

Changes in the Work may be accomplished after execution of this Agreement, and without invalidating this Agreement by Change Order, subject to the limitations stated in Article 7 of the General Conditions. Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the Contract Time (if any). Contractor shall use the AIA Change Order form, or such other form of change order reasonably acceptable to OAHPI, and shall report requests for Change Orders and Change Order status monthly.

Section 2.12 Work Pursuant to Permits, Plans and Laws.

(a) Permits. In accordance with Section 3.7 of the General Conditions, the Contractor shall obtain, and pay all costs for, all applicable permits, licenses, and authorizations necessary for the Work. The Work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction over the Work.

(b) Plans and Laws. Contractor shall cause all the Work performed in connection with this Agreement to be performed in compliance with: (i) the Plans, as approved by the City Building Department, and all governmental approvals and permits; (ii) all applicable laws, ordinances, rules and regulations of federal, state, or municipal governments or agencies now in force or that may be enacted hereafter, including (without limitation and where applicable) prevailing wage provisions of the federal Davis-Bacon Act, as amended (40 U.S.C

Sections 3141-3148), and its implementing rules and regulations, as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"), and the prevailing wage provisions of the California Labor Code Section 1720, et seq; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. In accordance with California Public Contract Code Section 1104, the Contractor shall review the Contract Documents, and, in the event the Contractor discovers any error or omission in the Contract Documents with applicable codes, then the Contractor shall promptly notify OAHPI of such error or omission.

(c) Davis-Bacon Wages and California Prevailing Wages; Payroll Compliance.

(i) The applicable Davis Bacon wage rates are attached to this Agreement as Exhibit I. A copy of the wage decision and any additional classifications shall be posted by the Contractor at the Property in a prominent place readily accessible to the workers. The Contractor shall and shall cause Subcontractors to pay the higher of: (1) the wages set forth in Exhibit I; or (2) prevailing wages in the performance of the Work as those wages are determined pursuant to Labor Code Sections 1720 et seq. Regardless of the payment of wages set forth in Exhibit I or pursuant to Labor Code Section 1720 et seq., the Contractor shall, and shall cause any Subcontractors to: (A) employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the DIR, and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR; (B) keep and retain, and shall cause any Subcontractor to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.; (C) post at the Property the applicable prevailing rates of per diem wages (Copies of the currently applicable current per diem prevailing wages are available from the DIR); (D) register, and cause the Subcontractors rehabilitating the Property to be registered as set forth in California Labor Code Section 1725.5; (E) cause its Subcontractors, in all calls for bids, bidding materials and subcontract documents to specify that: (i) no subcontractor may be listed on a bid proposal nor be awarded a contract unless registered with the DIR pursuant to California Labor Code Section 1725.5; and (ii) the Work is subject to compliance monitoring and enforcement by the DIR; (F) provide OAHPI all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within two (2) days after the Effective Date (<https://www.dir.ca.gov/pwc100ext/>); (G) post, or cause its Subcontractors to post job site notices, as prescribed by regulation by the DIR; and (H) cause its Subcontractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Each Subcontractor and any lower tier subcontractor shall submit through the Contractor to OAHPI weekly certified payrolls for each work week from the time work is started until the Work is completed setting forth, among other things, that each worker has been paid in accordance with Section 2.12(c)(i). Weekly payrolls shall be completed and submitted promptly to OAHPI, preferably no later than seven (7) work days following

completion of the work week. Monthly progress payments will not be released until all payroll reports are up to date. All workers are to be paid not less than once per week.

(d) Department of Labor Notification. Within ten (10) calendar days of contract award (including subcontracts) for each contract of \$10,000.00 or more, OAHPI is required to send a notice of contract award to the Regional Office of Federal Contract Compliance Programs of the Department of Labor. This notification is required by Executive Order 11246, as amended, and shall include the name, address, and telephone number of the contractor/subcontractor; the employer identification number; the dollar amount of the contract; the estimated start and completion dates; and the project number(s) and community in which the project(s) is located. The above information shall be submitted to OAHPI, by the Contractor, within two (2) working days of receipt of such information as it applies to subcontractors.

Section 2.13 OAHPI's Right to Stop the Work.

If the Contractor fails to correct defective work as required by Article 12 of the General Conditions or fails to carry out the Work in accordance with the Contract Documents, OAHPI by a written order signed by the Contracting Officer, may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.

Section 2.14 OAHPI's Right to Carry Out the Work.

If the Contractor defaults or neglects to carry out the work in accordance with this Agreement and fails within seven (7) days after receipt of written notice from OAHPI to commence and continue correction of such defects or neglect with diligence and promptness, OAHPI may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy OAHPI may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to OAHPI.

Section 2.15 Equal Opportunity.

The Contractor, for itself and its successors and assigns, and transferees agrees that in the performance of the Work it shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

Section 2.16 Intentionally Deleted.

Section 2.17 Hazardous Materials.

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(a) Contractor Responsibility. Contractor shall not permit any hazardous material or substance to be brought to, or used on, the Property except to the extent such hazardous material or substance is necessary to and customarily used in the projects like the Work. Any hazardous material or substance brought or used on the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the Property and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and other property at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work, resulting from the improper storage or use of hazardous materials or substances, shall be remedied by the Contractor at its sole cost and expense in accordance with applicable laws. The Contractor shall provide OAHPI notice of any release of hazardous materials or substances at the Property. In no event, however, shall OAHPI have any responsibility for any substance or material that is brought to the Property by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible. The Contractor agrees not to import any fill that are hazardous, toxic or made up of any items that are hazardous or toxic.

(b) Compliance with Laws. If Contractor's scope of work include the off-haul or contaminated soil, hazardous materials (including asbestos) remediation, or mold remediation, then Contractor shall comply with the requirements of all applicable federal, state and local laws, and any environmental reports provided to Contractor by OAHPI, in the removal, transportation and disposal of the materials. Contractor shall obtain all necessary permits for any contaminated soil or hazardous materials or mold removal work. Contractor shall ensure that any Subcontractor performing any removal or remediation work possesses the necessary expertise, insurance and licenses. All contaminated and hazardous material shall be transported to an appropriately permitted facility. The Contractor shall and shall cause any Subcontractors performing the removal and remediation work to take all necessary safety precautions during the performance of the Work including but not limited to necessary protection of surrounding areas to prevent the spread of contamination, and the protection of workers performing the removal and remediation work.

(c) Stop Work. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to polychlorinated biphenyl (PCB), but specifically excluding lead paint and asbestos (which remediation is contemplated as part of the Work), encountered on the Property by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to OAHPI in writing.

(d) Rendered Harmless. In the event hazardous materials or substances are found to be present, then Contractor shall take such actions necessary to render such materials or substances harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of OAHPI and the Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished pursuant to a Change Order; provided, however, OAHPI shall have no obligation to execute a Change Order for: (i) any hazardous materials or substances that were

previously disclosed to the Contractor, prior to the Effective Date; (ii) any condition that does not differ materially from those conditions disclosed to the Contractor; or (iii) any hazardous materials or condition known by the Contractor.

Section 2.18 Insurance Requirements.

The Contractor shall, and shall cause any Subcontractors performing any portion of the Work to maintain insurance of the types described in Exhibit E. The requirements set forth in Exhibit E supersede those set forth in the General Conditions relating to insurance requirements.

Section 2.19 Contractor's Obligations regarding Mechanic's Liens and Stop Notices.

(a) Contractor's Obligation to Maintain Lien-Free Title. Provided that OAHPI has made payment of undisputed sums due and payable in accordance with this Agreement, if any claim of mechanic's lien or stop notice is filed or made against the real property in connection with the Work, the Contractor shall: (i) immediately pay and fully discharge the mechanic's lien or stop notice claim; (ii) commence a civil action pursuant to California Civil Code Section 9350 et seq., for the summary determination of the mechanic's lien or stop notice; or (iii) may deliver to OAHPI a release of lien or stop notice by surety bond in a legally sufficient form and amount to discharge the mechanic's lien or stop notice. The Contractor shall provide whatever documentation, deposits or surety is reasonably required by the title insurance company providing title insurance on the Work in order to obtain lien-free endorsements prior to OAHPI's payment of any payment, including any progress payment. If the Contractor fails to promptly provide the documentation, deposits, records of payment or surety bonds required by this Section, OAHPI may: (1) obtain any deposits or surety; or (2) make payments to claimants against the Work, the Contractor, OAHPI, in good faith, as reasonably required to release the mechanic's lien or stop notice claim. OAHPI may withhold the cost of obtaining such deposits or surety or of making such payments from any payment that would otherwise be due to the Contractor. Failure of OAHPI to withhold any or part of any payment pursuant to this Section shall not be a waiver of any right of OAHPI under the Contract. Withholding of any payment or part of any payment by OAHPI pursuant to this Section shall not be a breach of this Agreement.

(b) Withholding of Payments Due to Claims of Subcontractors. Provided that OAHPI has made payment of undisputed sums due and payable in accordance with this Agreement, if any subcontractor, material supplier to the Work, or lower tier subcontractor or material supplier files or serves any claim or lien, stop notice, common count or other demand for payment against OAHPI, or the real property of the Work, OAHPI may either (1) withhold from any progress payment or other payment an amount up to one hundred and fifty percent (150%) of the amount necessary to satisfy the claim, stop notice, common count, or other demand for payment, including all anticipated costs and fees related to the defense of such claim, including but not limited to attorneys' fees, or (2) release the progress payment or other payment. Failure of OAHPI to withhold any or part of a progress payment pursuant to this Section shall not be a waiver of any right of OAHPI under this Agreement. Withholding of any payment by OAHPI pursuant to this Section shall not be a breach of the Agreement.

ARTICLE 3
PAYMENT AND RECORD KEEPING REQUIREMENTS

Section 3.1 Contract Sum; Guaranteed Maximum Price.

(a) Contract Sum. OAHPI shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Work. The "Contract Sum" is the Cost of the Work as defined in this Article 3 plus the Contractor's Fee. The Contract Sum is based on the Contractor's Schedule of Values attached as Exhibit C to this Agreement and incorporated herein. The Contractor's Schedule of Values sets forth that the Contract Sum shall not exceed [_____] Dollars [(\$_____)] (the "Guaranteed Maximum Price"), subject to any change order approved by OAHPI in accordance with this Agreement.

(b) Contractor's Actual Costs. Costs as defined herein shall be actual costs paid by the Contractor. All payments made by OAHPI pursuant to this Article 3, whether those payments are actually made before or after the Effective Date, are included within the Guaranteed Maximum Price; provided, however, that in no event shall OAHPI be required to reimburse the Contractor for any portion of the Cost of the Work incurred prior to the issuance of the Notice to Proceed unless the Contractor has received OAHPI's written consent prior to incurring such cost.

(c) No Duplication of Payment. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article 3 or elsewhere, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one of the types of compensable or reimbursable categories.

Section 3.2 Conditions Precedent to Disbursement of Funds for the Work.

OAHPI shall not be obligated to make any payment to the Contractor or take any other action under this Agreement unless the following conditions are satisfied prior to each such disbursement:

(a) No Default. There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(b) Payroll. OAHPI has received all payroll information required pursuant to Section 2.12(c) above; provided, however, OAHPI shall withhold from any payment an amount proportionate to, or otherwise equal to, the missing payroll information. OAHPI shall not withhold the full amount of a payment due solely to Contractor's failure to deliver complete payroll information.

(c) Approved Application for Payment. OAHPI has received, and approved, the Application for Payment in the form set forth in Section 3.3 below.

(d) Lien Releases. If requested by OAHPI, the Contractor has provided OAHPI with a waiver and releases OAHPI from all contractors, Subcontractors, and material persons in such form as is acceptable to OAHPI including conditional waivers from all persons for whose work in the preceding month payment is sought, and unconditional waiver and

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releases from all persons for whose work payment has been made by OAHPI (or bonded around by Contractor in the event of a dispute between the Contractor and a Subcontractor) in response to Contractor's Application for Payment.

Section 3.3 Application for Payment Process.

(a) Submittal of Application for Payment. OAHPI shall provide payment to the Contractor for the performance of the Work based upon a monthly Application for Payment from Contractor, and approved by OAHPI, in an amount equal to ninety-five percent (95%) of the requested payment amount, and shall retain the balance for payment in accordance with Section 3.4 below (the "Retention Amount"), all subject to the requirements set forth in Section 9.10 of the General Conditions. In the event OAHPI disapproves a monthly Application for Payment, then OAHPI shall deliver a written notice of disapproval within seven (7) days after the OAHPI's receipt of the Application for Payment.

(b) Form of Application for Payment. In addition to the requirements set forth in Section 9.3 of the General Conditions (including Contractors certification requirement), each of Contractor's application for payment (an "Application for Payment") shall: (i) set forth the proposed use of funds consistent with the Contractor Schedule of Values, including the Cost of the Work to be funded; (ii) contain sufficient detail and with sufficient supporting documentation to permit OAHPI to confirm that the work to be funded by the draw request has been performed, and that OAHPI may accept such work in accordance with any OAHPI guidelines; and (iii) be set forth on such form acceptable by OAHPI.

(c) Payment by OAHPI. OAHPI shall pay each approved Application for Payment within thirty (30) days after receipt. Notwithstanding any provision of this Agreement to the contrary, including but not limited to Section 9.3 of the General Conditions, if OAHPI fails to pay an approved Application for Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, then OAHPI shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The Contractor and OAHPI agree and acknowledge that this provision constitutes a summary of California Public Contract Code Section 20104.50.

Section 3.4 Conditions Precedent to Release of Retention Amount.

(a) Conditions Precedent. OAHPI shall not be obligated to make the disbursements of the Retention Amount or take any other action under this Agreement unless the following conditions are satisfied prior to such disbursement:

(i) There exists no Default nor any act, failure, omission or condition that would constitute an event of Default under this Agreement.

(ii) All labor has been performed in a good workperson-like manner consistent with this Agreement.

(iii) To the maximum extent permitted by law, all persons, firms and corporations, including all laborers, material persons, suppliers and Subcontractors who have furnished equipment, supplied materials or performed work for or in connection with the Work,

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(the "Potential Claimants"), have been paid or will be paid in full out of the remaining retained percentage; and those persons, firms and corporations have submitted their final statements with an unconditional waiver and release upon final payment. The Contractor shall make these waivers available for inspection by OAHPI. In the event a dispute has arisen between the Contractor and one of the parties listed above which prevents the Contractor from obtaining the waiver of rights from that party, the Contractor may satisfy the requirements of this subsection by supplying a payment bond issued by a surety licensed to do business in the State of California and acceptable to OAHPI to remove the effect of any claim against the Property and agree to defend and indemnify OAHPI against all actions filed by persons who have supplied materials to or performed work for or in connection with this Agreement.

(iv) All portions of the Work (that are the responsibility of the Contractor) requiring inspection by any governmental authority have been inspected and approved by such authority and all requisite certificates of occupancy, approvals, licenses and permits (if applicable) that are the responsibility of the Contractor, have been issued.

(v) To the extent applicable, OAHPI has received operating manuals and assignments of warranties of the Contractor, all Subcontractors and material persons.

(vi) Thirty (30) days have elapsed from OAHPI's recordation of the Acceptance Certificate.

(vii) If requested by OAHPI, the Contractor has delivered to OAHPI a final accounting of the actual Cost of the Work, and the Savings, if any, and/or OAHPI's accountant has completed a cost certification for the Work.

(viii) All items on the punch-list related to the Work have been completed and accepted by OAHPI, and OAHPI has issued an Acceptance Certificate pursuant to Section 2.9 above and Section 9.4 of the General Conditions.

(b) Early Release. Notwithstanding the above, a portion of the Retention Amount may be released to certain Potential Claimants performing work early in the Schedule subject to the approval of OAHPI, in its sole discretion, prior to satisfaction of all conditions set forth in this Section 3.4 if such Potential Claimant has: (i) fully performed all portions of the Work to be performed by such Potential Claimant; (ii) delivered to the Contractor, or to the OAHPI, all applicable operating manuals and assignments of warranties, and other documentation reasonably requested by OAHPI in connection with such Potential Claimant's work; and (iii) provided OAHPI unconditional releases for all amounts owed to the Potential Claimant.

Section 3.5 Assignment of Claims by Contractor.

In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and/or Subcontractor(s), if any, assign to OAHPI all rights, title, and interest in and to all causes of action each may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement or the applicable subcontract. This assignment shall be made and become

effective at the time OAHPI tenders final payment to the Contractor (or final payment is tendered to the applicable Subcontractor), in accordance with this Agreement, without further acknowledgement, or action, by the Parties. Such assignment shall survive the expiration or termination of this Agreement.

Section 3.6 Information.

Contractor shall provide any information reasonably requested by OAHPI in connection with the performance of the Work.

ARTICLE 4
TERM; DEFAULT; REMEDIES

Section 4.1 Term.

The term of this Agreement shall extend from the Effective Date until the earlier of: (a) termination following an uncured default under this Agreement; or (b) OAHPI'S written acceptance of the Work as completed through the issuance of an Acceptance Certificate; provided, however the indemnification and warranty provisions set forth in this Agreement and/or the General Conditions shall survive the expiration of the term.

Section 4.2 Events of Default by Contractor.

(a) Events of Default. The Contractor shall be in default under this Agreement, if the Contractor, after five (5) days' notice and opportunity to cure:

- (i) refuses or fails to prosecute the Work, or any separable part of it, with the diligence that will insure its Substantial Completion within the Contract Time, or fails to complete the Work within this time;
- (ii) is adjudged bankrupt or there is a general assignment for the benefit of creditors or the appointment of a receiver due to insolvency;
- (iii) refuses or fails to supply sufficient skilled workers or materials;
- (iv) repeatedly fails to make prompt payment to Subcontractors for materials or labor;
- (v) repeatedly or materially disregards the applicable laws, local ordinances, or the OAHPI instructions; or
- (vi) is in substantial breach of any provision of this Agreement.

(b) Remedies. Following such default by the Contractor, OAHPI shall have the right to pursue all of the remedies set forth in Section 4.3, below; provided, however, in the event of default under Section 4.2(a)(i), above, OAHPI shall enforce the remedy set forth in Section 4.3(d) solely in connection with the Contractor's failure to timely complete the Work.

Section 4.3 Remedies.

(a) OAHPI's Rights. The occurrence of any default by Contractor set forth in Section 4.2 above, shall give OAHPI the right to take whatever action at law or in equity as may appear reasonably necessary to enforce performance or observance of any obligations, agreements, or covenants under this Agreement, including without limitation: (i) termination of this Agreement, (ii) without liability, taking possession of the Property and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor; (iii) acceptance of assignment of subcontracts; and, (iv) completion of the Work by whatever reasonable method OAHPI may deem expedient.

(b) Surety. In the event of termination by OAHPI, OAHPI shall immediately serve written notice on the surety and the Contractor. The surety shall have the right to take over and perform the Work if, within ten (10) days after receiving the notice, it so notifies OAHPI, in writing, and promptly commences work (and thereafter, the surety shall be bound by all the terms and conditions of this Agreement).

(c) Payment. In the event of termination, the Contractor shall not be entitled to receive any further payment until the Work is completed, and applicable lien periods have expired. If the unpaid balance of the Contract Sum exceeds the expense of completing the Work, plus compensation for additional managerial and administrative services and all other reasonable costs and expenses incurred by, or on behalf of OAHPI, the excess shall be paid to the Contractor. If such expenses incurred by OAHPI exceed the unpaid balance, then, notwithstanding any other remedy invoked by, or otherwise available to, OAHPI, the Contractor and surety (on a joint and several basis) shall be liable for the difference to OAHPI, and shall promptly pay such amount upon written demand by OAHPI. Such obligation shall survive the expiration or termination of this Agreement. In the event of any conflict between the terms of this subsection and any other provision of this Agreement, the terms of this subsection shall control.

(d) Liquidated Damages for Delay. By executing this Agreement, Contractor represents that it can, and will, complete the Work within the Contract Time. If the Contractor fails to reach Substantial Completion by the date required by this Agreement, the Parties agree that OAHPI would suffer damages related to the delay, but that such damages would be extremely difficult and impracticable to ascertain. The Parties therefore agree that a reasonable estimate of the damages to be suffered by OAHPI in the event of such a delay is **[Five Hundred] Dollars [(\$500)]** per day. The Contractor shall therefore pay to OAHPI that amount for each calendar day during which Substantial Completion is delayed beyond the date for Substantial Completion required by, and as set forth in, the Schedule. At OAHPI's discretion, OAHPI shall be entitled to deduct such amount from any payment otherwise due Contractor, and in no event shall such deduction constitute a breach of this Agreement by OAHPI. Any such amount not deducted shall be immediately payable by Contractor to OAHPI on OAHPI's written demand. Such payments are: (i) liquidated damages to OAHPI solely for the Contractor's failure to timely complete the Work in accordance with this Agreement; (ii) in addition to any other remedy available to OAHPI for the Contractor's other breach or default(s) under this Agreement; and (iii) not a penalty. Such liquidated damages are not in lieu of Contractor's indemnity obligations set forth separately in this Agreement.

Section 4.4 Remedies Cumulative.

No right, power, or remedy given to OAHPI by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to OAHPI by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of OAHPI to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by OAHPI of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 4.5 Termination for Convenience.

OAHPI shall have the right to terminate this Agreement for convenience pursuant to Section 14.4 of the General Conditions.

ARTICLE 5
PARTIES' DISPUTES

Section 5.1 Definition of Claim Governed by Dispute Clause.

"Claim," as used in this clause, means a written demand or written assertion by one of the Parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to this Agreement. A claim arising under the Agreement, unlike a claim relating to the Agreement, is a claim that can be resolved under the Agreement clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

Section 5.2 Applicability of Dispute Clause.

Except for disputes arising under applicable labor standards (i.e., Davis-Bacon and related acts), all disputes arising under or relating to this Agreement, including any claims for damages for the alleged breach thereof which are not disposed of by the Agreement, shall be resolved under this Article. This Article supplements the claims and disputes provisions set forth in the General Conditions.

Section 5.3 Written Claims to be Submitted to Contracting Officer.

All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision.

Section 5.4 Notice of Decision or Decision Date.

The Contracting Officer shall, within fifteen (15) days after receipt of the request, decide the claim or notify Contractor of the date by which the decision will be made. In no event shall

the Contracting Officer render a decision later than sixty (60) days from the receipt of the request.

Section 5.5 Effect of Contracting Officer's Decision.

The Contracting Officer's decision shall be final unless Contractor submits a demand for arbitration within the applicable statute of limitations, in accordance with Section 5.8 below.

Section 5.6 Contractor's Duty to Perform Pending Claim Resolution.

Contractor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Agreement, and comply with any decision of the Contracting Officer.

Section 5.7 Identification of Contracting Officer.

For purposes of this Agreement, OAHPI's Contracting Officer shall be OAHPI Executive Director or his or her designee.

Section 5.8 Arbitration of Disputes.

In addition to the requirements set forth in Article 15 of the General Conditions, in the event the Contractor disputes the Contracting Officer's determination, then the Parties shall submit the dispute to binding arbitration which, unless the Parties mutually agree otherwise, shall be in accordance with the Arbitration Rules and Procedures of JAMS (the "JAMS Rules") currently in effect, unless arbitration is not required pursuant to Section 5.9, in which event the dispute shall be resolved by a court of competent jurisdiction. The demand for arbitration shall be filed in writing with OAHPI and with JAMS. The arbitration panel shall consist of a single arbitrator and the process for the arbitration shall proceed in accordance with the then current JAMS Rules. A demand for arbitration shall be made within thirty (30) days following the Contracting Officer's determination, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

Section 5.9 Situations when Arbitration Not Applicable.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by Parties shall be specifically enforceable under applicable law in any court having jurisdiction thereof. This Agreement to arbitrate shall not apply if: (a) any person or entity whom either Party believes is necessary or beneficial to the full resolution of the claim (including but not limited to the Architect) cannot be joined in or bound by the arbitration proceeding; or (b) any person or entity whom either Party believes is necessary as a witness for such a proceeding is not available for such a proceeding; or (c) the amount in controversy exceeds Fifty Thousand Dollars (\$50,000); or (d) if any change in the Contract Time or change in the date set forth for Substantial Completion could result from the arbitration.

Section 5.10 Judgment on Final Award.

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The arbitrator shall make an award in writing that is consistent with the terms of this Agreement (including but not limited to the terms governing payment of attorneys' fees) and the laws of the state of California, and that includes findings of fact and a reasoned decision. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 5.11 Notice of Third-Party Claims.

In accordance with California Public Contract Code Section 9201(b), OAHPI shall provide the Contractor timely notification of any third-party claim related to this Agreement (if any).

ARTICLE 6
FEDERAL REQUIREMENTS

Section 6.1 Certain Requirements.

(a) Compliance with Laws. Contractor shall comply with all applicable state and federal laws, rules and regulations, including but not limited to the requirements of the following, as the same may be amended from time to time:

(i) The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109;

(ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to nondiscrimination in housing, 24 CFR Part 1;

(iii) Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146;

(iv) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36; and

(v) The Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

(b) No Limitation. The Contractor is required to comply with all applicable laws regarding the Work, and the failure to include, or otherwise specify, any applicable law in this Section, or elsewhere in this Agreement, shall not be construed to waive, limit, or otherwise impair Contractor's obligation to comply with such laws.

Section 6.2 Recordkeeping, Audit & Reporting Requirements.

(a) Recordkeeping; Access. Contractor's books and records pertaining to its

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performance under this Agreement shall be kept in accordance with generally accepted accounting principles, and shall be retained for at least three (3) years after OAHPI makes final payment to Contractor under this Agreement and all other pending matters are closed. Contractor agrees to grant a right of access to OAHPI, any agency providing funds to OAHPI, and any of their authorized representatives, with respect to any books, documents, papers, or other records pertinent to this Agreement in order to make audits, examinations, excerpts, and transcripts. OAHPI shall notify Contractor of any records it deems insufficient. Contractor shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by OAHPI in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Contractor shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

(b) Contractors. The Contractor agrees to include in first-tier subcontracts under this Agreement a clause substantially the same as paragraph (a). The term "subcontract" as used in this clause excludes contracts and purchase orders not exceeding Ten Thousand Dollars (\$10,000).

(c) Access for Disputed Matters. The period of access and examination under paragraphs (a) and (b) for records relating to: (i) appeals under the Dispute Section of this Agreement; (ii) litigation or settlements of disputes arising from the performance of this Agreement; or (iii) costs and expenses of this Agreement to which OAHPI, or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(d) Audit. OAHPI, any agency providing funds to OAHPI, or any of their duly authorized representatives, shall have the right to perform any audit of Contractor's finances and records related to its performance under this Agreement, including without limitation, the financial arrangement with anyone Contractor may delegate to discharge any part of its obligations under this Agreement.

Section 6.3 Interest of Members of Congress.

No Member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Section 6.4 Interest of Member, Officer, or Employee and Former Member, Officer, or Employee of OAHPI.

No member, officer, or employee of OAHPI, no member of the governing body of the locality in which the project is situated, no member of the governing body by which OAHPI was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one (1) year thereafter or such longer time as OAHPI's Code of Ethics may require, have any interest, direct or indirect, in this Agreement or the proceeds thereof, unless the conflict of interest is waived by the OAHPI and any other required entity with jurisdiction over the matter.

Section 6.5 Lobbying Activities.

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The Contractor shall comply with 31 USC 1352 which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, loan, or cooperative agreement. The Contractor further agrees to comply with the requirement of such legislation to furnish a disclosure (OMB Standard Form LLL) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with a Federal contract, grant, loan, or cooperative agreement, which payment would be prohibited if made from Federal appropriated funds.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between OAHPI and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the performance of the Work, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees. Contractor is not authorized to act on behalf of OAHPI with respect to any matters except those specifically set forth in this Agreement. OAHPI shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of Contractor, whether arising from actions under this Agreement or otherwise. OAHPI agrees to exercise all reasonable efforts to enable Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving, in a timely manner, information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

Section 7.2 No Claims.

Nothing contained in this Agreement shall create or justify any claim against OAHPI by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance

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of any work or services with respect to the performance of the Work, and Contractor shall include similar requirements in any contracts entered into for the performance of the Work.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

(a) Contractor's Obligation. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless OAHPI, and its commissioners, the Architect, their consultants, and agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a Party or person described in this Section 7.4.

(b) No Limitation. In claims against any person or entity indemnified under this Section 7.4 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 7.4 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) Survival. The provisions of this Section shall survive the termination or expiration of this Agreement.

Section 7.5 Non-Liability of OAHPI Officials, Employees and Agents.

No member, official, employee or agent of OAHPI shall be personally liable to Contractor in the event of any default or breach by OAHPI or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 7.7 Conflict of Interest.

Contractor covenants that neither it nor any of its directors, officers, partners or employees has any interest, nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. Contractor

[OAHPI CONTRACT NUMBER]

further covenants that in the performance of this Agreement, no person having such interest shall be employed by it.

Section 7.8 Representatives; Authorization.

(a) Representation. To facilitate communication, the Parties to this Agreement shall designate a representative with responsibility for the routine administration of each Party's obligations under this Agreement. The Parties initially appoint the following as representatives:

OAHPI: Name, Title
Address:
Email:
Office Phone:

Contractor: Name, Title
Address:
Email:
Office Phone:

(b) Authorization. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent, request, or other action by OAHPI is required or permitted under this Agreement, such action may be given, made, or taken by OAHPI's Executive Director and/or his designee, without further action or approval by OAHPI Board of Commissioners, and any such action shall be in writing. The Executive Director and/or his designee may, in his or her discretion, agree in writing to modification of the dates by which action are to be complete or to waive any terms and conditions of this Agreement. The Executive Director and/or his designee is authorized to execute all ancillary documents necessary to effectuate the intent of this Agreement, and to negotiate and execute amendments to this Agreement substantially in conformance with the intent of this Agreement.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, approvals, claims, and communications between the Parties shall be in writing and shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

OAHPI: Oakland Affordable Housing Preservation Initiatives
1619 Harrison Street
Oakland, CA 94612
Attn: NAME, TITLE

Contractor: [TO BE INSERTED]

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement shall be governed by California law.

Section 7.11 Parties Bound.

Other than in connection with the portions of the Work to be performed by Subcontractors, the Contractor shall not assign or otherwise transfer this Agreement, as a whole, or in any part, without the prior written consent of the OAHPI. Any such attempted assignment or transfer shall be null and void, and shall constitute a default under this Agreement. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing Party will have the right to recover its reasonable attorneys' fees and costs of suit from the other Party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Waivers.

Any waiver by OAHPI of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by OAHPI to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by OAHPI to any act or omission by Contractor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the OAHPI's written consent to future waivers.

Section 7.15 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 7.16 Entire Understanding of the Parties.

[OAHPI CONTRACT NUMBER]

This Agreement and the attached exhibits constitute the entire understanding and agreement of the Parties with respect to the matters set forth in this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party (including but not limited to Civil Code Section 1654 as may be amended from time to time, or any other state law, or common law principle) shall not apply to the interpretation of this Agreement.

Section 7.17 Builder's Risk Insurance.

OAHPI shall purchase and maintain a Builder's Risk Insurance policy, and shall include the interests of OAHPI, the Contractor, and Subcontractors. All deductible amount will be the responsibility of OAHPI. Notwithstanding any provision of this Agreement to the contrary, pursuant to California Public Contract Code Section 7105, the Contractor shall not assume responsibility for repairing or restoring damages caused by an "act of God" in excess of five percent (5%) of the Contract Sum; provided, that the Work damaged was performed by the Contractor, or its Subcontractors (as applicable) in accordance with accepted and applicable building standards and this Agreement.

Section 7.18 Contractor Notifications.

(a) Notifications. Contractor shall notify OAHPI promptly, in writing, of any and all of the following:

(i) Any litigation or claim of any kind affecting or relating to Contractor or its subsidiaries or any Material Subcontractor where the amount claimed is or maybe One Hundred Thousand Dollars (\$100,000) or more whether covered by insurance or not;

(ii) Any termination of a construction contract to which Contractor is a party;

(iii) Any default or potential default of a Material Subcontractor or material supplier (including without limitation, its inability to maintain its schedule);

(iv) Any material adverse change in Contractor's or any Material Subcontractor's financial condition, any material adverse change in Contractor's or any Material Subcontractor's operations, or any change in the management of Contractor or any Material Subcontractors; or

(v) Any other circumstance, event, or occurrence that results in a material adverse change in Contractor's or any Material Subcontractor's ability to timely perform any of its obligations under any of the Contract Documents.

(b) Material Subcontractor. For the purposes of this Section, "Material Subcontractor" means a Subcontractor performing more than [_____] Dollars [(\$_____)] of the Work.

Section 7.19 Time. Time is of the essence in the performance of the Work.

Section 7.20 Conflict Among Contract Documents.

In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control. In the event of any conflict between the terms of this Agreement and the Exhibits, unless otherwise noted, the terms of this Agreement shall control.

Section 7.21 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

SAMPLE

[OAHPI CONTRACT NUMBER]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized officers and shall become effective as of the Effective Date, it being the intent of the Parties that OAHPI be the last of the Parties to sign this Agreement.

OAHPI:

OAKLAND AFFORDABLE HOUSING
PRESERVATIONS INITIATIVES

By: _____

Name: _____

Its: _____

CONTRACTOR:

[_____] , a
[_____]

By: _____

Name: _____

Its: _____

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT A

SCOPE OF WORK

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT B

LIST OF SUBCONTRACTORS

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT C

CONTRACTOR SCHEDULE OF VALUES, QUALIFICATIONS & EXCLUSIONS

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT D

LIST OF PLANS

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT E

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACT

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT F

INSURANCE REQUIREMENTS

General Requirements

(i) During the performance of the work and until its acceptance by OAHPI, the Contractor and each Subcontractor shall maintain in full force public liability and property damage insurance in accordance with this Exhibit E.

(ii) Before commencing work, the Contractor and each of its Subcontractors shall furnish OAHPI with a Certificate of Insurance, in triplicate (naming the OAHPI as the Certificate Holder) indicating insurance coverage with respect to the liability assumed under the provisions of this Exhibit, and shall further indicate the insurance coverage is in force and will cover all operations under the contract with minimum limits as shown below:

Contractor

(1) Workers' Compensation Insurance that meets statutory limits and Employer's Liability limit at not less than \$1,000,000 per occurrence.

(2) Commercial General Liability including Blanket Contractual Liability, Employees as Additional Insured, Completed Operations-Products Liability, and deletion of any exclusion pertaining to explosion, collapse, and underground property damage hazards, Personal Injury Liability endorsement, Property Damage Liability including Broad Form Property Damage endorsement.

The minimum limits of liability shall be:

| | |
|-------------|--|
| Contractor: | |
| \$5,000,000 | Combined Single Limit per Occurrence Bodily Injury and Property Damage |
| \$5,000,000 | General Aggregate Limit |
| \$5,000,000 | Products and Completed Operations Aggregate |

Products and Completed Operations Insurance shall be maintained for a minimum period of two (2) years after final payment, and contractor shall continue to furnish evidence of such coverage to OAHPI on an annual basis during the aforementioned period.

Liability Insurance shall be written to cover all claims incurred during the term of this Agreement or out of any work performed pursuant to the Agreement, regardless of when such claim shall be first made against OAHPI and/or Contractor. Should any required liability insurance be written on a claims-made basis, Contractor shall continue to provide such evidence of coverage for four (4) years after completion and acceptance of the Project.

[OAHPI CONTRACT NUMBER]

(3) Comprehensive Automobile Liability Insurance applicable to any owned, non-owned or hired vehicles in limits not less than the following:

\$5,000,000 per occurrence Combined Single Limit of Bodily Injury and Property Damage Liability.

The limits required in numbers 2 and 3 above may be satisfied through any combination of limits under primary liability and automobile liability policies and excess/umbrella liability policies.

Subcontractors

The Contractor shall require that all Subcontractors maintain and provide evidence of insurance as follows:

| | |
|---|---------------------------------|
| Commercial General Liability: | |
| Bodily Injury & Property Damage: | \$1,000,000 per occurrence: |
| Personal Injury: | \$1,000,000; |
| General Aggregate: | \$1,000,000; |
| Products/Completed Operations Aggregate: | \$1,000,000; |
| Automobile Bodily Injury and Property Damage Liability: | \$1,000,000 per occurrence; and |
| Workers' Compensation Statutory Employers' Liability | \$1,000,000 |

With the exception of Workers' Compensation insurance, each policy shall be endorsed to include OAHPI and the Contractor as additional insureds, and shall also provide the following:

All liability policies shall be endorsed to state that the Subcontractor's coverage shall be considered primary and non-contributory and that any liability insurance carried by OAHPI or Contractor shall be considered excess.

All policies of insurance required of the Subcontractor shall be endorsed to state that the insurer will provide OAHPI and the Contractor with a thirty (30) day notice of cancellation or non-renewal. Prior to the time of commencement of the subcontract Subcontractors shall be required to deliver to the Contractor certificates providing evidence of the insurance required under this provision, along with copies of the endorsements required above.

Hazardous Materials: The Contractor shall require the hazardous materials removal subcontractor(s) to provide insurance for liability arising out of removal and disposal of all hazardous materials from the Property. Such insurance shall be for the minimum limits of \$5,000,000 per occurrence and \$5,000,000 in the aggregate, and shall name OAHPI and Contractor as additional insureds. The limits required in this Paragraph B may be satisfied by any combination of primary and excess/umbrella policies.

The Contractor shall take responsible steps to insure that each of the Subcontracts and subordinate subcontractors assist and cooperate in every manner possible in connection with the

[OAHPI CONTRACT NUMBER]

adjustment of all claims arising out of operations within the scope of work provided for under the Contract, and shall cooperate with the insurer in all litigated claims and demands or defense which the insurer is called upon to adjust or resist which arise out of said work.

Proof of the above insurance policies furnished at Contractor's expense, and applicable to all operations under the Contract, must be provided to OAHPI prior to commencement of work under a Contract. Coverage shall be placed with insurance companies with A.M. Best Co.'s rating of no less than A-VII. The policy must name OAHPI as an additional insured and the consultant must provide OAHPI with Certificates of Insurance for the preceding coverage's. The insurance policies must provide a 30-day notice of cancellation and be primary to any other insurance carried by OAHPI.

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT G

SCHEDULE

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT H

DOCUMENTS INCORPORATED FOR REFERENCE FROM IFB

SAMPLE

[OAHPI CONTRACT NUMBER]

EXHIBIT I

DAVIS-BACON WAGES AND CALIFORNIA PREVAILING WAGES

SAMPLE

[OAHPI CONTRACT NUMBER]

CONSTRUCTION SERVICES AGREEMENT

between

the

OAKLAND AFFORDABLE HOUSING PRESERVATIONS INITIATIVES

and

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EXHIBIT I

Vendor Protests and Claims Procedures

Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)**VENDOR PROTESTS AND CLAIMS PROCEDURES**

The following are the definitions of terms used in this section.

Definitions:

| | |
|----------------------------------|--|
| <i>OAHPI:</i> | The abbreviation for the Oakland Affordable Housing Preservation Initiatives. |
| <i>Claim:</i> | The assertion of facts which serves as the basis for a demand of payment, reimbursement, or compensation believed by the vendor to be due the vendor. The claim must be submitted in writing, by the affected vendor, on the "Notice of Protest or Claim" form (Form MMO9501; hereinafter referred to as "Notice" or "the Notice") furnished by OAHPI (form attached). |
| <i>Contract Award Date:</i> | Date on the Non-Award Letter Notification |
| <i>Contracting Officer:</i> | The Executive Director of OAHPI or the person designated by the Executive Director in writing. |
| <i>Finding of Fact:</i> | Results of investigation of information presented. |
| <i>Posted Website Date:</i> | Date When Information was Posted on Website |
| <i>Protest:</i> | A written complaint about, or an objection to, an administrative or procurement action or decision by OAHPI. The protest must be submitted, including any and all facts on which it is based, by the affected vendor, on the "Notice of Protest or Claim" form (MMO-9501) provided by OAHPI (form attached). |
| <i>Response to Solicitation:</i> | The vendor's written bid, quotation or proposal submitted in response to OAHPI's call for bids, quotations or request for proposals. |
| <i>Vendor:</i> | The person or firm that is involved in bidding, proposing, or quoting on an OAHPI material or service requirement, or has contracted with OAHPI to provide material or perform a service, or a person who has an interest in such matters. |

Who May Submit A Protest or Claim:

Any person or entity that meets the definition of vendor as referenced above may submit a protest or claim.

This procedure applies to bidding procedures for amounts above the 'Small Purchase' threshold (> \$250,000). For Small Purchases (\$10,000 - \$250,000), all complaints, protests, or claims will be referred to the Deputy Executive Director for resolution.

Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)

Vendor protests, claims, or disputes shall be resolved using the following procedures:

A. Protests after the Bid, Quote, or Proposal Opening, but Prior to Award of Contract:

1. Any protest or claim must be submitted in writing by the vendor on the Notice of Protest or Claim form. The form, along with any supporting documents, must be sent by certified, registered or overnight mail or delivered by a reputable delivery service with a delivery receipt to the following address:

CCGS (Contract Compliance & General Services)
Oakland Housing Authority
1619 Harrison St
Oakland, CA 94612

2. ***Under the Competitive (Sealed) Bids Process:*** Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** of the *bid opening date*.

Under the RFPs (Request for Proposals) Process: For RFPs where there is no bid opening, Vendor must submit a written Notice of Protest or Claim to the Authority's Contracting Officer within ***five business days*** after the Contract Award Date.

3. All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OAHPI contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

4. Immediately upon receipt of the vendor's notice, the Contracting Officer shall send the vendor an acknowledgement for receipt of the Notice. The Oakland Housing Authority acknowledgement shall indicate if the Notice was filed within the required time period. A late notice is not eligible for consideration under this procedure and will be rejected

Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)

5. The vendor's protest, along with the tabulation sheet, scope of work of the solicitation, copies of responses received, and any other relevant documents, shall be provided to the Contracting Officer. The Contracting Officer shall review the vendor's protest and the circumstances and prepare a "Finding of Fact."

6. Based upon the "Finding of Fact", the Contracting Officer may take any of the following actions or any other actions deemed to be appropriate and within the scope of statutory and regulatory requirements.

- (a) Determine that the protest is invalid.
- (b) Reject all responses to the solicitation.
- (c) Cancel or revise the solicitation.

The decision of the Contracting Officer shall be final.

B. Special Circumstances:

Board Approval: If the dollar amount of the Contract Awardee is above the amount threshold requiring approval by the Board of Commissioners, the Contracting Officer shall make a recommendation of action to the Board ratifying this finding.

C. OAHPI Record keeping Requirement:

OAHPI shall maintain a complete and detailed record of all protests and claims. The record shall include all pertinent correspondence, the written or recorded minutes of any meetings with the vendors making the protests or claims, and any information used in determining OHA's actions in the disposition of protests or claims.

Procurement Policy (Revised 02/28/11) Oakland Affordable Housing Preservation Initiatives (OAHPI)**NOTICE OF PROTEST OR CLAIM**

All protests or claims must contain, at a minimum, the following to be considered valid:

- The Name(s), address(es), telephone and fax number(s), email address(es) and title(s) of the person(s) filing the protest or claims;
- The name of the company and the address, telephone and fax number(s) and email addresses thereof (if different from above);
- The title and number of the solicitation (i.e., bid, proposal and quotation);
- The signature of the vendor or agent representing the vendor;
- A detailed description of the grounds for the protest or claim, and identification of the specific statutory or regulatory provision(s) that the OAHPI contracting personnel or other relevant employees allegedly have violated;
- A detailed statement of all the relevant fact (including how the vendor was aggrieved or prejudiced against) with any supporting documentation; and,
- The type of relief and redress the vendor is seeking.

This form must be completed with additional applicable documents attached.

| CLAIMANT INFORMATION | | | |
|--|-------|--------|--|
| Name of Claimant: | | Date: | |
| Address: | | Phone: | |
| Email: | | Fax: | |
| COMPANY INFORMATION (if different from above) | | | |
| Name of Company: | | | |
| Address: | | Phone: | |
| AGENT INFORMATION (if Agent Filing) | | | |
| Name of Agent: | Date: | | |
| Address: | | Phone: | |
| Email: | | Fax: | |

Referenced (if applicable):

| | |
|----------------------|--|
| Bid/RFP No.: | |
| Project Description: | |
| Purchase Order No.: | |
| Invoice No.: | |

REASON FOR CLAIM OR PROTEST: *(Attach copies of detail documents if any)*

(OAHPI Use Only)

| | |
|----------------|----------------------|
| Date Received: | Contracting Officer: |
| Notification: | Filing Date: |
| Comments: | |

Exhibit J

Section 3 Requirements and Action Plan



Section 3 Procedures

Contractor's Summary Guide to Section 3 Compliance

August 18, 2023

A. INTRODUCTION AND SUMMARY

The Oakland Affordable Housing Preservation Initiatives (OAHPI) has established a policy whereby any project or activity funded with Moving to Work (MTW) funds, to the extent applicable, must meet the requirements of OAHPI's Section 3 Policy as outlined in this document. This Section 3 Policy is required to be a flow down provision and applies to each subcontract at every tier. "Section 3" is established by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and implementing Regulations at 24 C.F.R. 75. This Policy is intended to be consistent with the federal requirements.

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

B. DEFINITIONS

Low-Income Person

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

Very Low-Income Person

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

Section 3 Worker

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

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

Section 3 Business Concern

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

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

YouthBuild Program

YouthBuild programs receive assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

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

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

Targeted Section 3 Worker

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

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - a. A resident of public housing projects or Section 8-assisted housing managed by Oakland Affordable Housing Preservation initiatives;
or
 - b. A YouthBuild participant.

C. GENERAL FEDERAL REQUIREMENTS

Pursuant to Section 3, and consistent with existing Federal, state, and local laws and regulations Contractor shall make best efforts to provide:

- (1) Employment and training opportunities arising in connection with the Project to Section 3 workers in the following order of priority: (i) to residents of public housing projects managed by OAHPI or residents of Section 8-assisted housing managed by the Authority, (ii) to participants in YouthBuild programs; and (iii) to low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the Project is located.

- (2) Contracts and subcontracts for work awarded in connection with the Project are provided to business concerns that provide economic opportunities to Section 3 workers in the following order of priority: (i) to Section 3 business concerns that provide economic opportunities to residents of public housing projects managed by the Authority or residents of Section 8-assisted housing managed by the Authority, (ii) to YouthBuild programs; and (iii) to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Project is located.

Contractor will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.13(b).

D. OAHPI SPECIFIC SECTION 3 GOALS

There are two specific OAHPI Section 3 Goals: one for **Section 3 Workers**, and one for **Targeted Section 3 Workers**. For OAHPI, the goal for Section 3 Workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed by the contractor/subcontractor on the Project from June 30 to July 1 of the following year (OAHPI's fiscal year). The benchmark for **Targeted Section 3 Workers** is set at *5 percent* or more of the total number of labor hours worked by all workers employed by the contractor/subcontractor on the Project within OAHPI's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

E. SECTION 3 PLAN

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

The Contractor is required to submit its bid/proposal package a Section 3 Business Concern Plan for review and written approval. The Section 3 Business Plan will detail the processes to be implemented to ensure that the above Section 3 Business Concern goals will be met. The plan should specify the number of Section 3 business concerns expected to be created used during the project. The plan should also address the Contractor's strategy for recruiting Section 3 Business Concerns, which should include consultation with OAHPI's Section 3/Labor Compliance Coordinator.

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

F. OUTREACH FOR SECTION 3 PLAN

The OAHPI Resident & Community Services Coordinator (from the Department of Family and Community Partnerships or FCP) is the OAHPI's point of contact for assistance in identifying OAHPI's Section 3 and Targeted Workers.

FCP will generate potential job applicants who are Targeted Section 3 workers with the following:

- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services
- Holding one or more job fairs
- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).

- Providing assistance to apply for/or attend community college, or vocational/technical training
- Assisting Section 3 workers to obtain financial literacy training and/or coaching
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.

Contractors will generate potential job applicants who are Section 3 workers with the following:

- Contact various trade union hiring halls
- Contact the City of Oakland's LEP Program
- Contact West Oakland Jobs Resource Center
- Contact Rising Sun Pre-apprenticeship Program
- Contact Cypress Mandela Pre-apprenticeship Program
- Contact the Alameda County Building and Trades Council Pre-apprenticeship Program

Please note that this is not an all-encompassing list. Contractors may seek out other entities.

The OAHPI Resident & Community Services Coordinator (from the Department of Family and Community Partnerships or FCP) is the OAHPI's point of contact for assistance in identifying OAHPI's Section 3 and Targeted Workers.

OAHPI's Section 3/Labor Compliance Coordinator will assist contractors in identifying other Section 3 business concerns.

G. DOCUMENTING AND REPORTING-SECTION 3 PLAN

1. Contractor shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows OAHPI to comply with the reporting requirements of 24 C.F.R. 75.15.

2. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request to the project owner. The monthly reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by OAHPI's Labor Compliance Officer.

3. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to OAHPI via_LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current. After a contract has been awarded the Oakland Affordable Housing Preservation Initiatives Labor Compliance/Section 3 Coordinator

H. COMPLIANCE REPORTING SYSTEMS

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

LCPtracker, is accessible to **ALL** OAHPI Prime Contractors (as well as Subcontractors). Contractors will use LCP Tracker for certified payroll submission activities.

Upon award the Labor Compliance/Section Coordinator will assist in LCP Tracker processes.

I. SECTION 3 CALCULATIONS

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

Section 3 Workers = \geq 25% of Total Labor Hours

Targeted Section 3 Workers = \geq 5% of Total Labor Hours

J. Resident Referral Process

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

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

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

Please contact **Oakland Affordable Housing Preservation Initiatives Family and Community Partnerships Department** at S3hire@oakha.org for a list of qualified residents, who are Targeted Section 3 workers, to request a candidate(s) who lives at an Oakland Affordable Housing Preservation Initiatives site(s).

K. Monthly Reports

OAHPI requires monthly reports listing all new hires, Section 3 hires and Section 3 Business Concern participation from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided to the awardee. Reports shall be due on the fifth day of each month for the preceding month. These reports shall be submitted to:

Rufus Davis, Labor and Section 3 Compliance Officer

Phone: 510.587.2176

Email: rdavis@oakha.org

Record Maintenance and Documentation

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

Questions regarding the Oakland Affordable Housing Preservation Initiatives Section 3 Program should be addressed to:

Rufus Davis, Labor and Section 3 Compliance Officer

Oakland Affordable Housing Preservation Initiatives

1805 Harrison Street, First Floor

Oakland, CA 94612

Phone: 510.587.2176

Email: rdavis@oakha.org

Section 3 Action Plan (2 pages)

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

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

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

COMPANY NAME: _____

ADDRESS: _____

PROJECT (Bid/RFP#): _____

GENERAL SUBCONTRACTOR

| JOB CATEGORY: EXAMPLES | (A) | (B) | (C) | (D) |
|---|-------------------------------------|--|---|--|
| ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE | # of CURRENT Employees (Core Staff) | PROJECTED # Total Hours FOR THIS PROJECT | PROJECTED Section 3 Worker Hours FOR THIS PROJECT | PROJECTED Targeted Section 3 Worker Hours FOR THIS PROJECT |

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|---------------------|--|--|--|--|
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| OTHER, PLEASE LIST. | | | | |

___ (Check here and attach another sheet if applicable)

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

Signature

Printed Name

Title

Date

Section 3 Business Concern Certification for Contracting (Sample Form)

About this Tool

Description: Businesses seeking a preference in contracting on applicable Section 3 projects may qualify as a Section 3 business concern if they meet the following criteria: At least 51 percent of the business is owned and controlled by low- or very low-income persons, or at least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing, or over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

This tool is designed to help grantees and their subrecipients, contractors, and subcontractors comply with the Section 3 requirements and achieve the Section 3 goals. It is intended to be a sample form to help grantees certify and track Section 3 business concerns seeking a preference in contracting.

How to Adapt this Document: This document is intended to be used as a reference tool to help grantees certify Section 3 business concerns and provide the appropriate records to support the business' Section 3 status claims. Grantees are encouraged to adapt the form to fit the resources within their individual communities and to meet the needs of their program.

Source of Document: This document was developed by consultants affiliated with the consulting firm ICF.

Disclaimer: The following is a sample Section 3 Business Concern Certification form that PHAs or Community Development Offices may wish to use to begin developing their own form. They may work with their legal counsels to ensure it meets all local and state laws.

This resource will be part of a Section 3 Toolkit coming Fall of 2021. It will be hosted on the HUD Exchange at <https://www.hudexchange.info/>.

Updated as of: December 20, 2021



Section 3 Business Concern Certification for Contracting (Sample Form)

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business _____

Address of Business _____

Name of Business Owner _____

Phone Number of Business Owner _____

Email Address of Business Owner _____

Preferred Contact Information

Same as above

Name of Preferred Contact _____

Phone Number of Preferred Contact _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

(frontside)

Business Concern Affirmation

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____ Date: _____

*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification?

YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

(backside)

| | | |
|--|---|---|
| Section 3 Housing and Community Development Employer Certification Form | U.S. Department of Housing and Urban Development Office of Field Policy and Management | HUD FORM 4736A OMB Approval Number 2501-0041 (Exp. 04/30/2025) |
|--|---|---|

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker and Targeted Section 3 worker, if an employee of a Section 3 Business Concern. To qualify as a Targeted Section 3 worker, an employer can confirm that the employee lives within the service area or neighborhood of the project.

Please provide the following information about the business/employer:

Name of Business: _____

Street Address _____ City _____ State _____ Zip _____

Phone #: _____ Email: _____

Continuation of Section 3 Employer Certification Form

Please Provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address (*Not a PO Box*) Apt# City State Zip

Phone #: _____ Email: _____

Please indicate which of the following is true for the worker listed above: (Select all that apply)

| | |
|--|------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit \$ |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern) | |
| <input type="checkbox"/> Worker's residence is within the service area or neighborhood of the project | |

*Currently or at the time of hire if hired within the past 5 years.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date

The City of (insert locality here)

Or

the (insert name here) Housing Authority

Section 3 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

**Individual Income Limits for Alameda County
FY 2023**

| Income Limits Category | FY 2023 Income Limits |
|-----------------------------------|------------------------------|
| Extremely Low Income Limits (30%) | \$31,050 |
| Very Low Income Limits (50%) | \$51,800 |
| Low Income Limits (80%) | \$78,550 |

See <https://www.huduser.gov/portal/datasets/il.html> for most recent income limits.

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.



Section 3 Income Limits by California County of Residence
FY 2023 Income Limits Summary
FY 2023 Income Limit Category
Low (80%) Income Limit (One-person Household)
Source: <https://www.huduser.gov/portal/datasets/il.html>

| <u>County of Residence</u> | <u>Gross Annual Income FY 2023</u> |
|----------------------------|------------------------------------|
| Alameda | < \$78,550 |
| Contra Costa | < \$78,550 |
| Lake | < \$46,200 |
| Marin | < \$104,100 |
| Mendocino | < \$47,600 |
| Merced | < \$46,200 |
| Monterey | < \$67,450 |
| Napa | < \$74,700 |
| Sacramento | < \$60,050 |
| San Benito | < \$62,350 |
| San Francisco | < \$104,100 |
| San Joaquin | < \$49,100 |
| San Mateo | < \$104,100 |
| Santa Clara | < \$96,000 |
| Santa Cruz | < \$92,500 |
| Solano | < \$64,050 |
| Sonoma | < \$70,500 |
| Stanislaus | < \$47,250 |
| Yolo | < \$58,750 |

| | | |
|---|---|---|
| Section 3 Worker Self-Certification Form- Public Housing | U.S. Department of Housing and Urban Development Office of Field Policy and Management | HUD FORM 4736D OMB Approval Number 2501-0041 (Exp. 04/30/2025) |
|---|---|---|

(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)

Public reporting for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: _____

Street Address (Not a PO Box) Apt# City State Zip

Phone #: _____ Email: _____

Continuation of Section 3 Worker Self-Certification Form

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

| | |
|---|-------------------------------|
| <ul style="list-style-type: none"> • Income for the previous calendar year is below the income limit* • A participant in a means-tested program such as public housing or Section 8-assisted housing • A YouthBuild Participant* | <p>Income limit</p> <p>\$</p> |
|---|-------------------------------|

*Currently or at the time of hire if hired within the past 5 years

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

| |
|--|
| <p>___ A participant in a means-tested program such as public housing or Section 8-assisted housing</p> <p>___ A YouthBuild participant*</p> |
|--|

*Currently or at the time of hire if hired within the past 5 years

In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Signature

Date