



**HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES**

**2600 Wilshire Blvd.
Los Angeles, CA 90057**

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR AS-NEEDED ARCHITECTURE, ENGINEERING AND
RELATED PROFESSIONAL SERVICES**

IMPORTANT DATES

ISSUE DATE:	6/21/2024	
LAST DATE FOR WRITTEN QUESTIONS:	7/5/2024	11:00 AM
DEADLINE FOR SUBMISSION:	7/26/2024	11:00 AM



Build HOPE: Investing in People and Place

June 21, 2024

**SUBJECT: Request for Qualifications (“RFQ”) NO. HA-2024-35-MX
For As-Needed Architectural, Engineering and Related Professional Services**

Interest Parties:

The Housing Authority of the City of Los Angeles (“HACLA”) issues this Request for Qualifications (“RFQ”) for the submission of Statements of Qualification (“SOQs”) from firms interested in providing Architectural, Engineering and Related Professional Services on an as-needed basis.

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

SOQs must be received at: 2600 Wilshire Blvd., Los Angeles, CA 90057, no later than 11:00 a.m. (Pacific Standard Time) on July 26, 2024. SOQs may be hand delivered by contacting the Contract Administrator listed below, who will coordinate the delivery with building security. SOQs may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real time tracking and delivery) or U.S. Postal Service.

If you have questions concerning this solicitation, please contact Swan Lam, Contract Administration Manager at: Swan.Lam@hacla.org. Your interest and participation are greatly appreciated.

Sincerely,

DocuSigned by:

1FA17803454C4BD...

Margareta Lares for
Marlene Garza,
Chief Administrative Officer

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR QUALIFICATIONS**

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Architectural, Engineering and Related Professional Services

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**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR QUALIFICATIONS****I. INTRODUCTION****A. Profile**

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

HACLA's funds are primarily derived from five sources: HUD's annual operating subsidy, HUD's annual public housing Capital Fund, Section 8 rental subsidies, rents from HACLA's public housing units, and other public (federal and non-federal) and private sources. HACLA's annual budget exceeds \$1.8 billion.

B. Statement of Qualifications

Through this Request for Qualifications ("RFQ"), HACLA is seeking the submission of Statements of Qualifications ("SOQs") from qualified professionals to provide as-needed architectural, engineering and related professional services ("A/E Services") for a wide variety of projects that will be under the direction of HACLA's Development, Facilities, Asset Management and Housing (Construction Services) Departments. These projects will likely range from new design and construction projects to major and minor system replacement or improvement projects including remodel and tenant improvement projects. Project work also includes bringing existing buildings into compliance with current code and regulatory requirements, needs assessments and facility or mechanical, electrical and plumbing ("MEP") system condition evaluations. The Scope of Services applicable to each project will depend upon the project scale and funding source(s) (see Exhibit A).

HACLA intends to seat a panel of qualified A/E Firms ("Service Providers" or sometimes "Providers"), each operating under a one-year Indefinite Delivery, Indefinite Quantity contract ("Master Contract"), with five one-year contract extensions (i.e., options) that may be exercised at HACLA's sole discretion, with the fifth-year extension to be exercised to continue services needed to complete hold over projects (i.e., projects that cannot be completed within the said term).

Once seated, as projects arise, HACLA will solicit services from qualified firms within the various services category on a rotating basis. Requesting Departments select bids that offer the “best value,” which is generally defined by HACLA’s Procurement Policy as a bid for services that offers the most advantageous value to HACLA. HACLA reserves the right to terminate contracts of Service Providers that repeatedly elect not to respond to requests for services.

Service Providers will be selected for award based on the criteria set forth herein. The number of Providers selected for award will be determined based on the quality of the SOQs and HACLA’s business needs. **There is no guarantee of a minimum amount of work or compensation for any of the firms selected for the panel.** This competitive qualifications-based procurement of services is authorized by 2 CFR 200.320(b)(2) and HACLA’s Procurement Policy.

C. Statement of Need

Realization of HACLA’s Vision Plan requires the ongoing evaluation of the condition of its residential and commercial real property assets and assessment of new acquisition opportunities to identify improvement, redevelopment and modernization opportunities for deeply affordable and other housing. As demonstrated below, these efforts require the support of various design related professionals.

Public Housing: HACLA’s public housing portfolio has been undergoing modernization and redevelopment efforts to sustain and add to the existing housing stock. Most of the fourteen public housing sites were built in the 1940’s and 1950’s. HACLA’s public housing sites require numerous capital improvements each year, including assessments for the presence and mitigation of environmental contaminants such as asbestos and lead as well as rehabilitation, demolition and redevelopment activities, which require the support of Land Use, Environmental, Design, Engineering, and Construction Services professionals.

Asset Management: HACLA’s Asset Management portfolio requires continuous assessment, improvement and rehabilitation, which can only be accomplished with the assistance of Design, Engineering, Planning, Environmental and Construction Services firms. In addition, the creation of a diverse asset portfolio including a supply of deeply affordable housing can only be accomplished through further property acquisitions, which requires due diligence activities, such as those provided by Land Use, Engineering and Environmental firms.

Acquisitions: Efforts to end homelessness require the creation of deeply affordable housing for those without shelter. Creating such housing through property acquisitions, improvements and repurposing/conversions as recently realized through Project Homekey is among the strategies HACLA has pursued. Utilization of Land Use, Environmental, Design, Engineering, and Construction Services professionals to assist in these efforts is critical.

Green Spaces: HACLA-owned properties, particularly its public housing developments, tend to be located in areas with limited green space and community amenities. HACLA’s efforts

to revision, repurpose and redevelop green spaces within such properties to accommodate community needs requires the assistance of Land Use, Environmental, Design, Engineering, and Construction Services and Construction Services professionals.

Environmental Conservation: Use of environmentally friendly materials such as cool roofs and other materials that mitigate against heat and cold, the use of smart landscaping and water conservation measures such as storm water recapture are among the ways HACL A can maximize scarce resources. The installation of solar systems, LED lighting and similar improvements also help in these efforts. The expertise of Design, Engineering, Environmental and Construction Services firms is needed to assist in these efforts.

Code Compliance: Ensuring HACL A-owned properties are up to current building standards and codes is critical to protecting assets as well as the health and safety of employees and residents. HACL A requires the services of Land Use, Environmental, Design and Engineering professionals to assist in these efforts.

D. Prior History of A/E Services

In June 2018, HACL A issued Request for Qualifications HA-2018-90 to solicit A/E services in seven (7) distinct professional disciplines:

- Architectural
- Civil Engineering and Land Surveying
- Construction Contract Administration/Management
- Environmental
- Landscape Architecture
- Mechanical, Electrical and Plumbing Engineering
- Structural Engineering

In July 2019, HACL A's Board of Commissioners ("Board") authorized the award of twenty-eight (28) minimum value contracts to qualified architectural and engineering firms for five-year contracts with a combined contract value of \$11,965,000, with amounts awarded to each A/E category based upon forecasted needs.

In response to an unforeseeable increase in the need for design services in the months following the COVID emergency, in January 2021, the Board consented to staff's request for additional funding, which resulted in an overall increase in contracting authority for A/E Services from \$11,965,000 to \$16,365,000.

The contracts awarded under RFQ HA-2018-90 are in their fifth and final contract year; a limited number of the contracts will be extended for an additional year to allow for completion of ongoing projects. As of April 2024, approximately \$11,120,820 has been paid to the contracted

A/E firms and additional \$2,030,475 in project awards is pending. As of April 2024, the largest spends have been in the categories of Environmental Testing and Monitoring (\$2,121,227), Environmental Consulting (\$1,072,488), Architects (\$3,012,771), Civil Engineering (\$476,111), and Landscape Designs (\$400,618).

Following is a sampling of previously funded projects:

- Design and environmental testing and consulting services for multiple HomeKey acquisition sites
- Design of the Imperial Courts Campus Plan
- Designs for Public Housing Computer Labs
- Physical Needs and 504/ADA Assessments for Asset Management properties
- Physical Needs and 504/ADA Assessments for Public Housing properties
- Engineering, surveying and mapping services for the redevelopment of William Mead
- Environmental Testing and monitoring Services for Jordan Downs Redevelopment, Rancho San Pedro and One San Pedro Projects
- Environmental Consulting Services (environmental review) for the William Mead Redevelopment Project
- Landscape Designs for the Nickerson Gardens Central Park Project, the Work Source Center at Imperial Highway and the Harbor Boulevard Improvement Project in San Pedro
- Engineering studies and plans for the installation of HVAC systems at multiple Public Housing sites
- Structural Engineering services to assess damaged units and structures
- Demolition-related services for the Jordan Downs Redevelopment Projects
- Project Management Services for the Rose Hill Courts and Jordan Downs Redevelopment Projects and the Harbor Boulevard Improvement Project in San Pedro

E. Categories of Service

HACLA has determined each of the discipline listed below are professional services of an architectural or engineering nature that are: (i) required to be performed or approved by a person licensed, registered, or certified to provide such services; (ii) professional services of an architectural or engineering nature that are associated with research, planning, development, design, construction, alteration, or repair of real property; and/or (iii) incidental professional services that members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and

other related services.¹

- Architecture
- Civil Engineering
- Construction/Preconstruction Services
- Environmental Compliance Consulting
- Environmental Site Assessments and Monitoring
- Interior Space Planning and Design
- Landscape Architecture / Design
- Land Surveying
- Land Use Entitlements and Community Relations
- Mechanical and Plumbing Engineering
- Planning Consultant
- Public Art Consultant
- Structural Engineering
- Urban Planning and Design Services

Additional information concerning expectations for each of these Categories of Service is included in the Categories of Service Designation Form at Exhibit B of this RFQ. For evaluation purposes, the Categories of Service have been grouped into five general categories:

- Group A: Design Services
- Group B: Engineering Services
- Group C: Construction Services
- Group D: Environmental Services
- Group E: Land Use Services

Firms must use the Categories of Service Designation Form to indicate the Category (or Categories) of Service for which they are submitting an SOQ; separate SOQ's are required for each Category of Service. Firms may also use the form to propose other architectural/engineering and design-related services for HACLA's consideration.

F. Property Information

The majority of HACLA's properties are located within the City of Los Angeles. HACLA's real property portfolio includes its public housing developments and other multi-family residential properties, as well as three commercial properties.

¹ "Architectural or engineering services" as defined by Section 2.101 of the Federal Acquisition Regulations (FAR).

G. Task Order Awards

Selected Service Providers will be requested to prepare and submit project-specific work plans and cost proposals to be considered for individual projects. HACLA's Procedures for Solicitation and Award of A/E Task Order(s) summarized at Attachment 1 of this RFQ. HACLA will endeavor to distribute opportunities to the firms on the qualified list in an equitable manner, taking into consideration the type and needs of the subject project and the experience of the firms on the qualified list. HACLA will not guarantee any amount of fees relating to work awarded to any firm on the qualified list.

II. GENERAL INFORMATION**A. Contracts Administrator**

The Contracts Administrator for this RFQ is Swan Lam. Questions concerning this RFQ may be directed to Swan Lam via email at: Swan.Lam@hacla.org.

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

B. General Qualifications

Providers are expected to have demonstrated experience, expertise and resources to provide Services. SOQs will be evaluated based on the factors set forth in Part III below.

C. General Instructions**1. Supplemental Instructions**

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

2. Minimum Acceptance Period

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

than HACLA's minimum acceptance period will be rejected.

3. Submission of Written Questions

Questions regarding this RFQ **must** be submitted electronically (i.e., via email) and received by Swan Lam at Swan.Lam@hacla.org no later no later than **11a.m. on** July 5, 2024. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to this RFQ and will result in greater clarity for all interested providers.

4. RFQ Addenda

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

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

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

5. Notice Regarding Disclosure of SOQ Contents

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

6. Proprietary Information

Any information submitted in the qualification package that the Service Provider has determined to be PRIOPRIETARY in nature, shall be marked accordingly. Any restriction on

disclosure of qualifications data must be clearly marked directly on the qualifications as “Proprietary”. Failure to adequately mark qualifications information is tantamount to an agreement that all sections are non-proprietary and can be made available to the general public upon request. In the event any proprietary information designation is challenged, Service Provider agrees to provide legal counsel or other necessary assistance to defend the designation and agrees to defend, indemnify and hold HACLA harmless for any costs or damages arising from such challenge.

7. Vendor Registration

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

8. Workforce Profile

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

9. Disclosure of Lobbying Activities

Providers submitting SOQs shall submit a completed Certification of Payments to Influence Federal Transactions (HUD Form 50071), which is attached hereto as Exhibit H. Additionally, any provider who has made payments to an individual to influence or attempt to influence an officer or member of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with a covered federal action shall submit to HACLA a completed Disclosure of Lobbying Activities (form SF LLL) along with their SOQ. (See 31 U.S.C. 1352) A copy of the form SF LLL (including instructions) is published at HACLA’s Forms, Documents and Policies page at www.hacla.org/forms.

10. No Commitment to Award

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

11. Information About Other Procurement Opportunities

Information about HACLA’s other procurement opportunities is posted at

www.hacla.org/en/contracts-and-procurement/open-solicitations. Procurement opportunities are also posted to the Regional Alliance Marketplace for Procurement (“RAMP”), a service provided by the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

12. Procurement Policy; Protest

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

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

D. **Contracting Requirements**

1. Proposed Contract; Exceptions and Deviations

The Service Providers selected for contract award through this RFQ will be required to enter into a Master Contract, the draft form of which is attached hereto as Exhibit K. The draft Master Contract will be modified to incorporate the necessary elements of the successful contractor’s SOQ, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable Federal and/or State laws and regulations.

If a Service Provider takes exception to any part of the Master Contract, the Provider’s SOQ shall clearly identify each proposed change to the Master Contract including all relevant attachments and exhibits. **Any such exceptions or deviations must be declared in the SOQ at the time of submittal.** Substantial exceptions to the Master Contract may be determined by HACLA, at its sole discretion, to be unacceptable, in which case the Service Provider’s SOQ will not be considered for award.

2. Reimbursed Expenses

The following Routine Expenses are eligible for reimbursement if reasonably and necessarily incurred in the performance of the Services:

-
- Presentation Materials: HACLA reimburses necessary renderings, models, mock-ups, professional photography, and presentation materials at the rate of the business's actual cost.
 - Messenger and Delivery: HACLA reimburses necessary messenger and delivery service incurred expenses at the rate of business's actual cost.

Reimbursable expenses must be billed at actual net cost, without any "mark ups" or surcharges and must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 must be approved by HACLA, in writing and in advance of incurring the cost.

3. Travel

HACLA does not reimburse local travel costs, including but not limited to travel time from Service Provider's office to HACLA's Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside County.

Exception may be made for Service Providers that qualify as "non-local." HACLA defines a "non-local" business as one whose regular place of business is located more than one hundred (100) miles from a project site, or, in the absence of a project site, HACLA's central business office at 2600 Wilshire Boulevard, Los Angeles, California.

For important requirements for reimbursement of travel-related expenses, including prior written consent and application of GSA limits, refer to HACLA's Requirements for Reimbursement of Travel-Related Expenses included at Attachment 2 of this RFQ.

4. Insurance Requirements

- A. Workers' Compensation (statutory)/Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos): \$1,000,000.
- B. Commercial General Liability (HACLA as additional insured): \$2,000,000.
- C. Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder): \$500,000.
- D. Errors and Omissions (Professional Liability) (HACLA as a certificate holder): \$1,000,000.

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

5. Wage and Labor Compliance; DIR Registration

Solicitations for services that include land surveying and/or testing activities that may trigger public works requirements. Those projects that qualify as a public works project as defined in Labor Code section 1720, must be performed in accordance with the requirements of Labor Code sections 1720 to 1815, inclusive, and sections 16000 to 17270 of Title 8 of the California Code of Regulations, which govern the payment of prevailing wage rates on public works projects. Additionally, federally-assisted projects may require payment of Davis-Bacon wages and compliance with federal labor standards. Non-federally funded projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code section 1771.4); federally assisted projects are subject to the Department of Labor. Providers employed on such projects and their covered subcontractors will be responsible for complying with applicable wage and labor requirements, including project monitoring activities. Task Order solicitations will include information concerning the applicable State Prevailing and/or Davis-Bacon wage determinations

HACLA requires that Land Surveying and Environmental Site Assessment and Monitoring firms be registered with the Department of Industrial Relations ("DIR") to perform on public works projects. More information concerning the state's registration program is available at www.dir.ca.gov/Public-Works/PublicWorks.html. Service Providers are asked to identify whether they are registered to perform on public works project on the Categories of Service Designation Form at Exhibit B and to identify whether their proposed subcontractors are registered on the List of Subcontractors at Exhibit F.

III. SOQ FORMAT, CONTENT AND SUBMISSION

The formatting and content requirements for SOQs and instructions for submission are identified in this Part.

A. Presentation

Separate Statements of Qualifications (SOQs) are required for each Category of Service. SOQs should be complete and address each of the following sections in the order given below. Responses should include the capability to meet or exceed each minimum qualification. Do not include any unnecessarily elaborate or promotional material.

SOQs should be submitted in electronic form (8-1/2" x 11" page size format). See the Submittal Instructions below for other presentation requirements.

B. SOQ Content

1. Transmittal Letter/Introduction

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

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

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

(c) A statement to the effect that the pricing submission and other contracting terms and conditions contained within the SOQ will remain valid for a period of not less than 120 days from the due date for submittals (see Minimum Acceptance Period above);

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

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

2. Table of Contents

SOQs must include a complete Table of Contents, which should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications

Overview: HACLA awards Contracts only to responsible prospective Service Providers who are qualified to perform the Master Contract and are in good standing with HACLA, and where required, in good standing with the California Secretary of State's Office. A responsible Service Provider is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance;

(v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to Service Provider's SOQ, responses to the Service Provider Responsibility Questionnaire attached as Exhibit C and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on HACLA contracts. This section will be scored by the Evaluation Panel. **Maximum value of 35 points.**

Please furnish the following information regarding the business:

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

(b) Describe the business's most noteworthy qualifications for providing the proposed Services, including previous or ongoing work performed for HACLA or other public agencies. Specifically highlight qualifications that distinguish the business from other businesses that provide similar services.

(c) Describe the business's ability to provide the resources necessary to provide the proposed Service on an "on-call" and/or "as-requested" basis.

(d) Describe the business's familiarity with the City's ordinances and regulations applicable to your proposed Services, including the City's land use entitlement and permitting processes.

(e) Provide references from at least 3 relevant business clients (preferably other public agencies) to which the business is currently providing services. Include agency and/or company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that HACLA can contact as references.

(f) Provide specific examples of projects that demonstrate the business's most noteworthy qualifications for providing the proposed Services. Projects may include previous or ongoing work performed for HACLA or other public agencies. Refer to these projects when providing examples of the firm's scheduling, budgeting, cost control and quality assurance processes in the Project Approach section below.

Attach the tab for the Qualifications information behind the Table of Contents tab.

4. Proposed Staffing

Overview: This section informs HACLA of the Provider's staffing levels and qualifications. This section will be scored by the Evaluation Panel. **Maximum value of 25 points.**

Furnish the following information for the business:

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

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

Attach the tab for the Proposed Staffing information behind the Qualifications tab.

If any of the Key Personnel named in the Service Provider's SOQ become unavailable prior to award, Service Provider shall promptly submit a written request for substitution, which should include a resume of the substituted professional and any other information necessary for HACLA to accept or not accept the substitution. HACLA reserves the right to reject the substitution of Key Personnel when professional qualifications and experience of the proposed substitutions are inadequate or otherwise unsatisfactory, as determined solely by HACLA.

5. Subcontractors

Overview: This section informs HACLA of the qualifications of any subcontractors (subconsultants) identified on the List of Subcontractors at Exhibit E. This section will be scored by the Evaluation Panel as part of the Proposed Staffing analysis.

Describe each subcontractor's most noteworthy qualifications for providing the proposed Service(s) and provide a list of projects that demonstrate that subcontractor's current experience and capabilities. Include information concerning the subcontractor's key personnel who would be assigned to provide services to HACLA and their qualifications and job functions.

Attach the tab for the Subcontractor List exhibit behind the Proposed Staffing tab.

6. Project Approach

Overview: This section informs HACLA of the provider's ability to deliver the proposed Service(s) on schedule and on budget on an as-needed basis. Service Providers will be judged on the responsiveness, comprehensiveness, and overall quality of the submission. If HACLA deems necessary to assist the Evaluation Panel, firms may be requested to submit responses to model projects. This section will be scored by the Evaluation Panel. **Maximum value of 30 points.**

(a) Provide a summary of the firm's management philosophy and project approach. Identify scheduling, budgeting, cost control and quality assurance processes and cite examples of successful implementation. Provide any other pertinent information that demonstrates the firm's competence and qualifications, and its ability to appropriately staff projects that vary in terms of scope and duration.

(b) Provide examples of the firm's scheduling, budgeting, cost control and quality assurance processes as utilized for the projects identified in the Qualifications section above.

7. Rate Sheets

Rate Sheets must be provided from Service Providers and all identified Subcontractors. **Service Provider Rate Sheets must cover each of the six contract years. Subcontractor (using a separate Rate Sheet) should cover a minimum of two (2) years.** Rate Sheets will be scored by the Evaluation Panel and are subject to negotiation prior to award (see "Negotiations" Section below).

Use the appropriate Rate Sheet Summary at Exhibit I to identify the proposed rates for the billing categories listed therein, which will be compared against the comparable rates of other firms competing in the category.

8. HUD Act of 1968 (Section 3) Applicability and Compliance

Overview: Section 3 of the Housing and Urban Development Act of 1968² ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

² Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

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

Participating firms must complete and submit with their SOQs the Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit G. ***Subcontractors must also complete these Section 3 forms, if feasible, and those completed forms must be included with your SOQ. Failure to complete all information and/or submit all pages of the EOP may result in a finding that your SOQ is non-responsive.*** Contract awardees will be required to provide reports documenting their efforts to comply with the requirements of Section 3 and HACLA’s Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, contracting/subcontracting with Section 3 Business Concerns and meeting the labor hour benchmarks. A copy of the firm’s completed Section 3 package and commitments will be included in the contract. **Maximum value of 7 points.**

Attach the tab for the completed Section 3 Forms behind the Project Approach tab.

9. Diversity Outreach Requirements

Overview: It is the policy of HACLA to utilize Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Labor Surplus Area Businesses (collectively, MBE/WBE/LSA) to the extent possible. Providers submitting SOQs are required to make sufficient "good faith" efforts to help HACLA achieve its anticipated levels of participation by conducting outreach to MBEs, WBEs and LSAs for subcontract or supply opportunities related to this contract, to the extent possible. Providers are required to complete and submit with their SOQs the Declaration of Compliance with Vendor Diversity Outreach Requirements, attached hereto as Exhibit D, which documents outreach efforts. **Maximum value of 3 points.**

Attach the tab for the completed Declaration of Compliance with Vendor Diversity Outreach Requirements form behind the Section 3 Forms tab.

10. Exceptions and Deviations

Providers are responsible for declaring and thoroughly explaining any proposed exceptions to or deviations from the requirements set forth in this RFQ, including any exceptions or deviations from the terms and conditions contained in the Master Contract, including all relevant attachments and exhibits. **Any such exceptions or deviations must be declared in the SOQ at the time of submittal.** Substantial exceptions to the Master Contract may be determined by HACLA, at its sole discretion, to be unacceptable, in which case the Service Provider’s SOQ will not be considered for award. This section will be scored by the Evaluation Panel. **Exceptions and**

deviations will be negotiated during the BAFO process. Attach the Exceptions and Deviation tab behind the Declaration of Compliance with Vendor Diversity Outreach Requirements tab.

11. Appendices

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

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

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

(c) Any additional information the provider deems essential to a proper evaluation of the SOQ, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief. Attach the Appendix tab behind the Exceptions and Deviations tab, or if no Exceptions and Deviations are included in the SOQ, attach behind the Declaration of Compliance with Vendor Diversity Outreach Requirements tab.

C. SOQ Submission

1. Submittal Instructions

SOQs must be received at HACLA's business office at 2600 Wilshire Boulevard, Los Angeles no later than 11:00 a.m. PST on *July 26, 2024*.

SOQs shall be enclosed in a sealed package marked with the words "**Statement of Qualifications Responding to RFQ No. HA-2024-35-MX-Architectural, Engineering and Related Professional Services; Do Not Open Until 11:00 a.m. on July 26, 2024.**"

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

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

2. Receipt of SOQs

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

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

IV. **SOQ EVALUATION AND CONTRACT AWARD**

Responsive SOQs will be evaluated by an Evaluation Panel, who will recommend to the Authority's Board of Commissioners award of Master Contracts to the highest rated providers. By submitting SOQs, providers submitting SOQs accept the evaluation process and acknowledge and accept that the Evaluation Panel's recommendations require subjective judgment on the part of the Evaluation Panel members.

A. Evaluation Panel

An expert Evaluation Panel will be responsible for reviewing, analyzing and evaluating SOQs received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFQ. Panelists serve without compensation.

B. Initial Evaluation

The Contract Administrator will first review each timely submitted SOQ to determine compliance with and adherence to RFQ submittal requirements. Incomplete submittals with missing key components necessary to fully evaluate the provider's qualifications may, at the discretion of the Authority's Contracting Officer, be rated "Non-Responsive" and rejected from further consideration.

Thereafter, the Evaluation Panel members will first individually, and then collectively, review and evaluate each responsive SOQ, documenting the strengths and weaknesses, and scoring each SOQ independently, according to Table 1 (Initial Evaluation) below. The Contract Administrator will total all scores and identify firms within each Category of Service that are within the competitive range ("Short-listed Respondents" or "Respondents").

EVALUATION TABLE

Criteria	Value
Qualifications	35%
Proposed Staffing	25%
Project Approach	30%
Section 3 Commitments	7%
Diversity Outreach Efforts	3%
Total of Weighted Value	100%

C. Interviews

If the Evaluation Panel determines that interviews are necessary, the Contract Administrator will issue interview invitations to Short-listed Respondents. Key Personnel are expected to appear at the interview. During the interview, Respondents will be provided an opportunity to present their approach to the Services, availability of key personnel, and ability to deliver Services on an as-needed basis.

At the conclusion of each interview, Evaluation Panel members will collectively evaluate the Respondent's presentation. Overall strengths and weaknesses will be documented and scored based on the criteria listed in the Evaluation Table above.

D. Evaluations and Negotiations of Rates

Upon completion of the initial evaluation and ranking of the SOQs and interviews (if conducted), the Contract Administrator will open the Short-listed Respondent Rate Sheets, which will be evaluated based on the extent to which the rates reflected therein satisfy HACLA's price-reasonableness requirements, which is based on industry standards.

HACLA will initiate pricing negotiations with Short-listed Respondents to arrive at a fair and reasonable compensation for the Scope of Services. The primary objective in pricing negotiations is to reach an agreement on prices that are fair and reasonable to HACLA while providing Short-listed Respondents the greatest incentive for efficient and economical performance.

During negotiations, Respondents will be treated fairly and equally. No Respondent will be given any information about any other Respondent's pricing. Such negotiations shall include requesting Short-listed Respondents submit their best and final offers ("BAFOs") on pricing. Negotiations with Short-listed Respondents who do not agree to reasonable pricing commitments will be deemed unreasonable and rejected from further consideration of a

contract award.

E. Award Recommendations

Following the conclusion of negotiations the Evaluation Panel will determine the Short-listed Respondents who are highest scoring (Apparent Awardees). The Respondents selected as Apparent Awardees will be recommended to HACLA's Board of Commissioners for award at a noticed, public meeting. The number of Short-listed Respondents selected as Apparent Awardees for each Category of Service will be based on HACLA's anticipated contracting requirements.

V. EXHIBITS LIST

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

- A Scope of Services and General Conditions
- [B] **Categories of Service Designation Form**
- [C] **Service Provider Responsibility Questionnaire**
- [D] **Declaration of Compliance with Vendor Diversity Outreach Requirements (proof of advertisement if applicable)**
- [E] **List of Subcontractors (submit/list only if subcontractors are to be utilized)**
- [F] **Workforce Profile**
- [G] **Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms**
- [H] **Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- [I] **Rate Sheet Summaries**
- J Instructions to Offerors (Non-Construction) (HUD Form 5369-B)
- K Proposed Master Contract (in draft form)

VI. LIST OF ATTACHMENTS

- 1 HACLA's Procedures for Solicitation and Award of A/E Task Order(s)
- 2 Requirements for Reimbursement of Travel-Related Expenses

Exhibit A**SCOPE OF SERVICES AND GENERAL CONDITIONS**

The Scope of Services and General Conditions applicable to each project will depend upon the project scale and funding source(s). The applicable Scope of Service and General Conditions will be identified in the project solicitation (i.e., Request for Services) and included in the project's Task Order Award. The project Scope of Services is subject to revision based on approved change orders.

The following are HACLA's Procedures for Solicitation and Award of A/E Task Order(s) (included at Attachment 1 of this RFQ).

Letter	PURPOSE
A	Scope of Services and General Conditions for Comprehensive Design Project (i.e., projects for which the awarded Service Provider will remain on the project through construction)
B	Scope of Services and General Conditions for Limited Design Projects and Professional Consulting Services
C	Scope of Services and General Conditions for Consulting, Surveying and Testing Services (State Prevailing Wage Compliance)
D	Scope of Services and General Conditions for Consulting, Surveying and Testing Services (DBRA & State Prevailing Wage Compliance)

The Scope of Services and General Conditions applicable to each project will depend upon the project scale and funding source(s). The applicable Scope of Service and General Conditions will be identified in the project solicitation (i.e., Request for Services) and included in the project's Task Order Award. The project Scope of Services is subject to revision based on approved change orders.

Following is a current listing of HACLA's Scope of Services and General Conditions for the A/E Task Order Program. All Scopes of Services are included at Attachment 1 of this RFQ and will be posted to HACLA's A/E Task Order Program page at <https://hacla.org/en/contracts-and-procurement/A-E-Task-Orders> prior to contract execution.

SCOPES OF SERVICE AND GENERAL CONDITIONS

#	Purpose
A	Scope of Services and General Conditions for Comprehensive Design Project (i.e., projects for which the awarded Service Provider will remain on the project through construction)
B	Scope of Services and General Conditions for Limited Design Projects and Professional Consulting Services
C	Scope of Services and General Conditions for Consulting, Surveying and Testing Services (State Prevailing Wage Compliance)
D	Scope of Services and General Conditions for Consulting, Surveying and Testing Services (DBRA & State Prevailing Wage Compliance)

SOS "A"**SCOPE OF SERVICES AND GENERAL CONDITIONS
FOR
COMPREHENSIVE DESIGN PROJECT****PART I. PROFESSIONAL A/E SERVICES¹****DEFINITIONS**

The following definitions are applicable to these General Conditions:

"Additional Services" means services that are identified as necessary for the proper completion of the project but were not included in the Basic Services awarded under a Task Order.

"Basic Services" means services provided by Service Provider pursuant to an awarded Task Order.

"HACLA" means the Housing Authority of the City of Los Angeles.

"LADBS" means the Los Angeles Department of Building and Safety.

"Master Contract" means the Contract for Services awarded by HACLA to a Service Provider, including all formal changes and modifications thereto, and including all exhibits and attachments, including these General Conditions. This Master Contract also includes, by this reference, Service Provider's proposal for services and Best and Final Offer.

"Service Provider" means a firm awarded a Contract for the performance of architect or engineering services pursuant to RFQ HA-2024-35-MX.

"Task Order" means HACLA's award of services to a Service Provider pursuant to HACLA's Procedures for Solicitation and Award of A/E Task Orders.

ARTICLE A: SERVICES**1.0 Service Provider's Basic Services**

1.1 Areas of Professional's Basic Services.²

1.2 Phases and Descriptions of Basic Services.

1.2.1 Concept Meeting and Drawings. After receipt of a Notice to Proceed/Award of Task Order from HACLA, [Service Provider] shall meet with HACLA's project staff to discuss HACLA's design objectives for [a] project. [Service Provider] shall then prepare and deliver project concept drawings. The level of detail

required for each of the concept drawings shall be negotiated between the parties. Upon completion of the concept drawings, the parties shall meet, at which time the [Service Provider] shall present its concept drawings for HACLA's consideration. Thereafter, and in accordance with the established project timeline, [Service Provider] agrees to revise the concept drawings consistent with the requirements and criteria established by [HACLA] to secure [HACLA]'s approval and Notice to Proceed to the Schematic Design/Preliminary Study Phase.

1.2.2 Schematic Design/Preliminary Study Phase.³ After receipt of a Notice to Proceed from [HACLA], the [Service Provider] shall prepare and deliver Schematic Design/Preliminary Study Documents. [Unless otherwise specified by HACLA] these documents shall consist of a presentation of the complete concept of a Project, including all major elements of the building(s), and site design(s), planned to promote economy both in construction and in administration and to comply with current program and cost limitations. The [Service Provider] shall revise these documents consistent with the requirements and criteria established by [HACLA] to secure [HACLA]'s approval. Additionally, the [Service Provider] shall make an independent assessment of the accuracy of the information provided by [HACLA] concerning existing conditions. Documents in this phase [may include the following, as applicable]:

- Site plan(s)
- Schedule of building types, unit distribution and bedroom
- Scale plan of all buildings, and typical dwelling units
- Wall sections and elevations
- Outline specifications
- Preliminary construction cost estimates
- Project specific analysis of codes, ordinances and regulations
- Three-dimensional line drawings

[Service Provider] agrees to revise the Schematic Design/Preliminary Study Documents as necessary to secure HACLA's approval to proceed to the Design Development Phase, if included in award.]

1.2 Design Development Phase.⁴ After receipt of written approval of Schematic Design/Preliminary Study Documents, the [Service Provider] shall prepare and submit to [HACLA], Design Development Documents [for LADBS plan approval]. The [Service Provider] shall revise these documents consistent with the requirements and criteria established by [HACLA] to secure [HACLA]'s written approval [and/or as necessary to secure LADBS's written approval]. These documents [may include the following, as applicable]:

- Drawings sufficient to fix and illustrate project scope and character in all essential design elements
- Outline specifications
- Cost estimates and analysis
- Recommendations for phasing of construction
- Site plan(s)
- Landscape plan

-
- Floor plans
 - Elevations, building and wall sections
 - Updated three-dimensional line drawings
 - Engineering drawings

[Service Provider] agrees to revise the Design Development Documents as necessary to secure LADBS approval to proceed to the Bidding, Construction and Contract Documents Phase, if included in award.]

1.3 Bidding, Construction and Contract Document Phase.⁵ After receipt of [HACLA]'s written approval of Design Development Documents, the [Service Provider] shall prepare Construction Documents. [Strikeout] [Service Provider] shall revise the Construction Documents consistent with the requirements and criteria established by [HACLA] to secure [HACLA]'s written approval. They shall include in a detailed manner all work to be performed; all material; workmanship; finishes and equipment required for the architectural, structural, mechanical, electrical, and site work; survey maps furnished by [HACLA]; and direct reproduction of any logs and subsurface soil investigations. These documents [may include the following, as applicable]:

- Special Conditions
- General Conditions (to Supplement [HACLA]'s Standard General Conditions)
- Technical Specifications
- Plans and drawings
- Updated cost estimates

[Service Provider] agrees to revise the Construction Documents as necessary to secure HACLA's approval to proceed to the Bidding and Award Phase, if included in the Task Order award.]

1.4 Bidding and Award Phase.⁶ After written approval of [Construction] Documents from [HACLA] [Service Provider] shall [if requested] assist in administering the bidding and award of the Construction Contract. This [may include the following, as applicable]:

- Responding to inquires
- Drafting and issuing addendum approved by [HACLA]
- Attending prebid conference(s)
- Altering drawings and specifications as often as required

1.5 Construction Phase.⁷ After execution of the Construction Contract, the [Service Provider] shall, [if requested] in a prompt and timely manner administer the Construction Contract and all work required by the Bidding, Construction and Contract Documents. The [Service Provider] shall endeavor to protect [HACLA] against defects and deficiencies in the execution and performance of the work. The [Service Provider] shall [if requested by HACLA]:

- Administer the Construction Contract
- Conduct pre-construction conference and attend dispute resolution conferences and other

meetings when requested by [HACLA].

- Review and approve contractor's shop drawings and other submittals for conformance to the requirements of the contract documents.
- Monitor the quality and progress of the work and furnish a written field report [as often as requested by HACLA]. This service shall be limited to a period amounting to 110% of the construction period as originally established under the construction contract unless construction has been delayed due to the [Service Provider]'s failure to properly perform its duties and responsibilities. [HACLA] may direct additional monitoring but only as Additional Services.
- Require any [subcontractor] to provide the services listed in this section where and as applicable to visit [a] Project during the time that construction is occurring on the portion of the work related to its discipline and report in writing to the [Service Provider].
- Review, approve and submit to [HACLA] the Contractor Requests for Payment.
- Conduct all job meetings and record action in a set of minutes which are to be provided to [HACLA].
- Make modifications to Construction Contract Documents to correct errors, clarify intent or to accommodate change orders.
- Make recommendations to [HACLA] for solutions to problems or changes necessitated by conditions encountered in the course of construction.
- Promptly notify [HACLA] in writing of any defects or deficiencies in the work or of any matter of dispute with the Contractor.
- Negotiate and/or prepare cost or price analysis for change orders.
- Prepare written punch list, certificates of completion and other necessary construction close out documents.
- Prepare a set of reproducible record prints of Drawings showing significant changes in the work made during construction, including the locations of underground utilities and appurtenances referenced to permanent surface improvements, based on marked-up prints, drawings and other data furnished by the contractor to the [Service Provider].

1.6 Post Completion/Warranty Phase.⁸ [After completion of project construction], the [Service Provider] shall, at [HACLA]'s request, advise and assist [HACLA] in post-construction matters as Additional Services, including the following:]

- Consult with and make recommendations to [HACLA] during warranties regarding construction, and equipment warranties.
- Perform an inspection of construction work, material, systems and equipment no earlier than nine months and no later than ten months after completion of the construction contract and make a written report to [HACLA]. At [HACLA]'s request, and by Amendment to the Additional Services section of this contract, conduct additional warranty inspections as Additional Services.
- Advise and assist HACLA in construction matters for a period up to eighteen months after completion of [a] project, but such assistance is not to exceed forty hours of service and one nonwarranty trip away from the place of business of the [Service Provider].

1.7 Time for Performance.⁹ [Service Provider]'s schedule for preparing, delivering and obtaining

[HACLA]'s approval for Basic Services shall be as [set forth in the Task Order Award].

2.0 Additional Services

2.1 Description of Additional Services.¹⁰ Additional Services are all those services provided by [Service Provider] on [a] Project for [HACLA] that are not defined as Basic Services [omitted] or otherwise required to be performed by [Service Provider] [under a Task Order]. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of [Service Provider] and not due to any errors, omissions, or failures on the part of the [Service Provider] to carry out obligations otherwise set out in this [Master Contract].

2.2 Written Addendum or Contract Amendment.¹¹ All additional services not already expressly required by this [Master Contract] shall be agreed to through either a written addendum or amendment to this [Master Contract].

2.3 Additional Services – Change Order. If a Task Order is awarded with a contingency sum, Additional Services shall be agreed to through [Service Provider]'s submission of a Change Order, which shall be subject to [HACLA]'s written acceptance and approval. The Change Order shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of [HACLA]'s written acceptance and approval of the Change Order. Any Additional Services approved by [HACLA] for the Task Order and performed under the Change Order shall be subject to these General Conditions.

2.4 Additional Services – Supplemental Task Order. If a Task Order is awarded without a contingency sum, Additional Services shall be agreed to through issuance of a Supplemental Task Order, which shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of issuance of the purchase order for the Supplemental Task Order. Any Additional Services approved by [HACLA] for a Task Order and performed under a Supplemental Task Order shall be subject to the General Conditions set forth in the initial Task Order.

ARTICLE B: COMPENSATION AND PAYMENT

1.0 Basic Services

1.1 Fee for Basic Services.¹² [HACLA] will pay the [Service Provider] for Basic Services performed [as defined by the Task Order the sum(s) identified in the Task Order, which shall represent the Maximum Amount due to [Service Provider] for all Basic Services required, performed, or accepted under [the Task Order].]

1.2 Allowances. This provision is applicable only if the Task Order is awarded with one or more Goods and/or Services designated as an allowance item. Allowance items shall be specifically defined as to scope and/or specification and the associated cost/priced shall be fixed. Allowance expenditures are at

[HACLA]'s sole discretion. Sums set aside as allowances shall only be used for the purposes specified in the Task Order.

1.3 Payment Schedule.¹³ Progress payments for Basic Services for each phase of work shall be made in proportion to services [in accordance with the payment schedule included in the Task Order Award].

2.0 Reimbursables

2.1 Reimbursable Expenses.¹⁴ [If specified in the Master Contract, HACLA] will pay [Service Provider] [for its reimbursable expenses, which shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses shall be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 shall be approved by HACLA, in writing and in advance of incurring the cost.]

3.0 Additional Services

3.1 Payment for Additional Services.¹⁵ [Additional Services are those services that are not contemplated as Basic Services under the Task Order. HACLA will pay the [Service Provider] for Additional Services performed as stated in the Task Order if a contingency sum is included or, if a contingency sum is not included, as stated in the Supplemental Task Order issued to authorize the performance of Additional Services.]

4.0 Invoicing and Payments

4.1 Invoices.¹⁶ All payments shall require a written invoice from the [Service Provider]. Invoices shall be made no more frequently than [monthly]. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the [information specified at Section 4 of the Master Contract.] Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

4.2 Time of Payment.¹⁷ Upon the [Service Provider]'s proper submission of invoices for work performed or Reimbursable Expenses, [HACLA] shall review and, if the work is in conformance with the terms of [the Task Order], make payment within thirty days of [HACLA]'s receipt of the invoice.

ARTICLE C: RESPONSIBILITIES

1.0 [Service Provider]'s Responsibilities

1.1 Basic Services.¹⁸ The [Service Provider] shall provide the Basic Service [as awarded under the Task Order.]

1.2 Additional Services.¹⁹ The [Service Provider] shall provide Additional Services [as awarded under the

Supplemental Task Order.]

1.3 General Responsibilities.²⁰ The [Service Provider] shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the [Service Provider] under [a Task Order]. [HACLA]'s review, approval, acceptance of, or payment for [Service Provider] services shall not be construed as a waiver of any rights under the [Master Contract] or of any cause of action for damages caused by [Service Provider]'s negligent performance under [a Task Order]. Furthermore, [the Master Contract] does not restrict or limit any rights or remedies otherwise afforded [HACLA] or [Service Provider] by law.

1.4 Designing within Funding Limitations.²¹ The [Service Provider] shall [if requested by HACLA] perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed [...] an amount to be provided by [HACLA] in writing to the [Service Provider] prior to the commencement of [Service Provider] services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by [HACLA], but only with written notice to the [Service Provider]. If the increase results in a change to the scope of work, an amendment to this [Contract] will be required. The [Service Provider] and [HACLA] may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this [Contract]. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, [HACLA] has the right to require the [Service Provider] to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

1.5 Compliance with Laws, Codes, Ordinances and Regulations.²² [Service Provider] shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of [HACLA]. The [Service Provider] shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The [Service Provider] shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over [a] project. [Service Provider] shall recommend changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situation: If subsequent to the date [HACLA] issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the [Service Provider] shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The [Service Provider], however, is obligated to notify [HACLA] of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the [Service Provider] to be entitled to any additional compensation or reimbursement. Both [HACLA] and [Service Provider] are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See [<https://www.access-board.gov/aba/>]) and compliance with the ADA requires adherence to the 2010 ADA standards (See [https://www.ada.gov/regs2010/2010A_DASStandards/2010ADASStandards_prt.pdf]).

1.6 Seal.²³ Licensed [Service Provider]s shall affix their seals and signatures to drawings and specifications produced under [the Master Contract] when required by law.

1.7 Attendance at Conferences.²⁴ The [Service Provider] or designated representative shall attend project conferences and meetings involving matters related to Basic Services covered under [a Task Order if requested. Attendance at community wide meetings shall be considered an additional service unless otherwise included in the accepted proposal as a Basic Service.]

2.0 HACLA's Responsibilities

2.1 Information.²⁵ [HACLA] shall provide information regarding requirements for [a] project, including a program that shall set forth [HACLA]'s objectives and schedule. [HACLA] shall also establish and update the Maximum Construction Cost, if applicable. This shall include [HACLA]'s giving notice of work to be performed by [HACLA] or others and not included in the Construction Contract for [a] Project. The [Service Provider], however, shall be responsible to ascertain and know federal requirements and limitations placed on [a] Project.

2.2 Notice of Defects.²⁶ If [HACLA] observes or otherwise becomes aware of any fault or defect in the construction of [a] project or nonconformance with the Construction Contract, [HACLA] shall give prompt written notice of those faults, defects or nonconformance to the [Service Provider].

2.3 Contract Officer.²⁷ [HACLA] shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of [a] Project. The Contract Officer shall examine documents submitted by the [Service Provider] and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the [Service Provider]'s work.

2.4 Duties to Furnish.²⁸ [HACLA] shall [when feasible] provide the [Service Provider] the items listed below.

2.4.1 Survey and Property Restrictions.²⁹ [HACLA] shall furnish topographic, property line and utility information as and where required. [HACLA] may at its election require the [Service Provider] to furnish any of these items as an Additional Service.

2.4.2 Existing Conditions.³⁰ [HACLA] shall provide the [Service Provider] any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

2.4.3 Waivers.³¹ [HACLA] shall provide the [Service Provider] information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of [a] Project.

2.4.4 Minimum Wage Rates.³² [HACLA] shall furnish the [Service Provider] the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract

Documents.

2.4.5 Tests.³³ When expressly agreed to in writing by both [HACLA] and the [Service Provider], [HACLA] shall furnish the [Service Provider] all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for [a] Project.

2.4.6 Contract Terms.³⁴ [HACLA] or its legal counsel may provide the [Service Provider] text to be incorporated into Bidding and Construction Contract Documents.

ARTICLE D: CONTRACT ADMINISTRATION

1.0 Prohibition of Assignment.³⁵ The [Service Provider] shall not assign, subcontract, or transfer any services, obligations, or interest in this [Master Contract] without the prior written consent of [HACLA]. Such consent shall not unreasonably be withheld when such assignment is for financing the [Service Provider]'s performance.

1.1 Ownership of Documents.³⁶ All drawings, specifications, studies and other materials prepared under this contract shall be the property of [HACLA] and at the termination or completion of the [Service Provider]'s services shall be promptly delivered to [HACLA]. The [Service Provider] shall have no claim for further employment or additional compensation as a result of exercise by [HACLA] of its full rights of ownership. It is understood, however, that the [Service Provider] does not represent such data to be suitable for re-use on any other project or for any other purpose. If [HACLA] re-uses the subject data without the [Service Provider]'s written verification, such re-use will be at the sole risk of [HACLA] without liability to the [Service Provider].

1.2 Substitutions.³⁷ A. [Service Provider] shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of [HACLA], which shall not unreasonably be withheld. B. The [Service Provider]'s personnel identified [in the Master Contract as Key Personnel"] are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the [Service Provider] shall notify [HACLA] reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the [Service Provider] without the prior written consent of [HACLA].

1.3 Suspension.³⁸ [HACLA] may give written notice to the [Service Provider] to suspend work on [a] project or any part thereof. HACLA shall not be obligated to consider a claim for additional compensation if the [Service Provider] is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the [Service Provider] shall be entitled to an equitable adjustment in compensation.

1.4 Subcontracts.³⁹ [Service Provider] will cause all applicable provisions of [the Master Contract and/or Task Order Award] to be inserted in all its subcontracts.

1.5 Disputes.⁴⁰ In the event of a dispute arising under [this Master Contract], the [Service Provider] shall notify [HACLA] promptly in writing and submit its claim in a timely manner. [HACLA] shall respond to the claim in writing in a timely manner. The [Service Provider] shall proceed with its work hereunder in compliance with the instructions of [HACLA], but such compliance shall not be a waiver of the [Service Provider]'s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of [HACLA] and [Service Provider] by other dispute methods.

1.6 Terminations.⁴¹ [HACLA] may terminate this [Contract] for [HACLA]'s convenience or for failure of the [Service Provider] to fulfill contract obligations. [HACLA] shall terminate by delivering to the [Service Provider] a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the [Service Provider] shall immediately discontinue all services affected and deliver to [HACLA] all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of [HACLA], [HACLA] shall be liable only for payment for accepted services rendered before the effective date of termination.

1.7 Insurance.⁴² The [Service Provider] shall carry [the insurance as required at Section 4 of the Master Contract]. The [Service Provider] shall furnish [HACLA] certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to [HACLA]. Additionally, [HACLA] shall be an additional insured on all Commercial or Comprehensive General liability policies.

1.8 Retention of Rights.⁴³ Neither [HACLA]'s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the [Service Provider] shall be and remain liable to [HACLA] in accordance with the applicable law for all damages to [HACLA] caused by the [Service Provider]'s negligent performance of any of the services furnished under this contract.

ARTICLE E: ADDITIONAL REQUIREMENTS (forms HUD-51915 and HUD-51915-A)

1.0 Contract Provisions Required by Federal Law or [HACLA] Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments.⁴⁴ Notwithstanding any other term or condition of this [Master Contract], any settlement or equitable adjustment due to termination, suspension or delays by the [HACLA] shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services.⁴⁵ [HACLA] shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of covered by this [Master Contract]. The [Service Provider] shall provide supporting cost information in sufficient detail to permit [HACLA] to perform the required cost

or price analysis.

1.3 Restrictive Drawings and Specifications.⁴⁶ In accordance with 2 CFR 200 and contract agreements between [HACLA] and HUD, the [Service Provider] shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification.⁴⁷ Where [HACLA] is required by federal regulations to provide HUD a [Service Provider] certification regarding the design of [a] Projects (24 CFR 905), the [Service Provider] shall provide such a certification to [HACLA].

1.5 Retention and Inspection of Records.⁴⁸ Pursuant to 2 CFR 200, access shall be given by the [Service Provider] to [HACLA], HUD, the Comptroller General of the United or any of their duly authorized representatives, to any books, documents, papers, and records of the [Service Provider] which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after [HACLA] or [Service Provider] and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data.⁴⁹ HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the [Service Provider] pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest.⁵⁰ Conflicts of Interest. Based in part on federal regulations 2 CFR 200 and Contract agreement between [HACLA] and HUD, no employee, officer, or agent of [HACLA] (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither [HACLA] nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be

included in any Project, in which any member, officer, or employee of [HACLA], or any member of the governing body of the locality in which [a] Project is situated, or any member of the governing body of the locality in which [HACLA] was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to [a] Project during his/ her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of [HACLA], or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to [HACLA] and such disclosure is entered upon the minutes of [HACLA], [HACLA], with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of [HACLA] shall not participate in any action by [HACLA] relating to such contract, subcontract, or arrangement.

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

1.8 Disputes.⁵¹ In part because of HUD regulations (2 CFR 200, this [Service Provider] [Contract], unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the [Service Provider] violates or breaches [Contract] terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination.⁵² In part because of HUD regulations (2 CFR 200), this [Service Provider] [Contract], unless it is for an amount of \$10,000 or less, has requirements regarding termination by [HACLA] when for cause or convenience. These include the manner by which the termination will be affected and basis for settlement.

1.10 Interest of Members of Congress.⁵³ Because of Contract agreement between [HACLA] and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction.⁵⁴ The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the [Service Provider], for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act

of 1968.⁵⁵ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

E. The [Service Provider] will certify that any vacant employment positions, including training positions, that are filled (1) after the [Service Provider] is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of [24 CFR Part 75] require employment opportunities to be directed, were not filled to circumvent the [Service Provider]'s obligations under [24 CFR Part 75].

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

G. Reserved.

H. Reserved.

1.13 Reserved.⁵⁶

1.14. Clean Air and Water.⁵⁷ (Applicable to contracts in excess of \$150,000). Because of [2 CFR Part 200, Appendix II] and Federal law, the [Service Provider] shall comply with applicable standards, orders, or

requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

1.15 Energy Efficiency.⁵⁸ Pursuant to Federal regulations [2 CFR Part 200, Appendix II] and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the [Service Provider] shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages.⁵⁹ In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the [Service Provider] shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Reserved.⁶⁰

1.18 Prohibition Against Liens.⁶¹ The [Service Provider] is prohibited from placing a lien on [HACLA]'s property. This prohibition shall be placed in all [Service Provider] subcontracts.

ARTICLE F: ADDITIONAL REQUIREMENTS (HACLA)

1.1 Assignment. Service Provider shall not assign any part of the Master Contract or a Task Order without prior written consent of HACLA.

1.2 Contract Termination; Debarment. A material breach of these clauses may be grounds for termination of the Master Contract and for debarment or denial of participation as a Service Provider or subcontractor in future HACLA procurements.

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

1.4 Other Service Providers. HACLA may undertake or award other contracts for additional Services at or

near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with HACLA employees and shall carefully adapt scheduling and performing the Services under the Master Contract or a Task Order to accommodate the additional Services, heeding any direction that may be provided by HACLA. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or HACLA employee.

1.5 Affirmative Action Program.⁶² Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Service Provider shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Service Provider shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

1.6 Contract Work Hours and Safety Standards Act.⁶³ If the value of this contract exceeds \$150,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

1.7 Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Services may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the services to be performed is similar to the service provided by the Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

1.8 Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

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

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

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

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

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

1.9 Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

1.10 Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

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

SOS “B”**SCOPE OF SERVICES AND GENERAL CONDITIONS
FOR
LIMITED DESIGN PROJECTS AND PROFESSIONAL CONSULTING SERVICES****PART I. PROFESSIONAL A/E SERVICES⁶⁴****DEFINITIONS**

The following definitions are applicable to these General Conditions:

“Additional Services” means services that are identified as necessary for the proper completion of the project but were not included in the Basic Services awarded under a Task Order.

“Basic Services” means services provided by Service Provider pursuant to an awarded Task Order.

“HACLA” means the Housing Authority of the City of Los Angeles.

“LADBS” means the Los Angeles Department of Building and Safety.

“Master Contract” means the Contract for Services awarded by HACLA to a Service Provider, including all formal changes and modifications thereto, and including all exhibits and attachments, including these General Conditions. This Master Contract also includes, by this reference, Service Provider’s proposal for services and Best and Final Offer.

“Service Provider” means a firm awarded a Contract for the performance of architect or engineering services pursuant to RFQ HA-2024-35-MX.

“Task Order” means HACLA’s award of services to a Service Provider pursuant to HACLA’s Procedures for Solicitation and Award of A/E Task Orders.

Service Provider is qualified to provide all services routinely performed by design professionals, including but not limited to the following:

ARTICLE A: SERVICES**1.0 Basic Services**

1.1 Areas of Professional’s Basic Services.⁶⁵ Unless revised [by a Supplemental Task Order], in planning, designing and administering construction or rehabilitation of [the awarded] Project, [Service Provider] shall provide HACLA with professional services [as identified in the Task Order Award].

1.2 Basic Services; Time for Performance. The project's Basic Services and Time for Performance are identified in the project's Task Order Award.

2.0 Additional Services

2.1 Description of Additional Services.⁶⁶ Additional Services are all those services provided by [Service Provider] on [a] Project for [HACLA] that are not defined as Basic Services [omitted] or otherwise required to be performed by [Service Provider] [under a Task Order]. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of [Service Provider] and not due to any errors, omissions, or failures on the part of the [Service Provider] to carry out obligations otherwise set out in this [Master Contract].

2.2 Written Addendum or Contract Amendment.⁶⁷ All additional services not already expressly required by this [Master Contract] shall be agreed to through either a written addendum or amendment to this [Master Contract].

2.3 Additional Services – Change Order. If a Task Order is awarded with a contingency sum, Additional Services shall be agreed to through [Service Provider]'s submission of a Change Order, which shall be subject to [HACLA]'s written acceptance and approval. The Change Order shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of [HACLA]'s written acceptance and approval of the Change Order. Any Additional Services approved by [HACLA] for the Task Order and performed under the Change Order shall be subject to these General Conditions.

2.4 Additional Services – Supplemental Task Order. If a Task Order is awarded without a contingency sum, Additional Services shall be agreed to through issuance of a Supplemental Task Order, which shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of issuance of the purchase order for the Supplemental Task Order. Any Additional Services approved by [HACLA] for a Task Order and performed under a Supplemental Task Order shall be subject to the General Conditions set forth in the initial Task Order.

ARTICLE B: COMPENSATION AND PAYMENT

1.0 Basic Services

1.1 Fee for Basic Services.⁶⁸ [HACLA] will pay the [Service Provider] for Basic Services performed [as defined by the Task Order the sum(s) identified in the Task Order, which shall represent the Maximum Amount due to [Service Provider] for all Basic Services required, performed, or accepted under [the Task Order].]

1.2 Allowances. This provision is applicable only if the Task Order is awarded with one or more Goods and/or Services designated as an allowance item. Allowance items shall be specifically defined as to

scope and/or specification and the associated cost/priced shall be fixed. Allowance expenditures are at [HACLA]'s sole discretion. Sums set aside as allowances shall only be used for the purposes specified in the Task Order.

1.3 Payment Schedule.⁶⁹ Progress payments for Basic Services for each phase of work shall be made in proportion to services [in accordance with the payment schedule included in the Task Order Award].

2.0 Reimbursables

2.1 Reimbursable Expenses.⁷⁰ [If specified in the Master Contract, HACLA] will pay [Service Provider] [for its reimbursable expenses, which shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses shall be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 shall be approved by HACLA, in writing and in advance of incurring the cost.]

3.0 Additional Services

3.1 Payment for Additional Services.⁷¹ [Additional Services are those services that are not contemplated as Basic Services under the Task Order. HACLA will pay the [Service Provider] for Additional Services performed as stated in the Task Order if a contingency sum is included or, if a contingency sum is not included, as stated in the Supplemental Task Order issued to authorize the performance of Additional Services.]

4.0 Invoicing and Payments

4.1 Invoices.⁷² All payments shall require a written invoice from the [Service Provider]. Invoices shall be made no more frequently than [monthly]. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the [information specified at Section 4 of the Master Contract.] Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

4.2 Time of Payment.⁷³ Upon the [Service Provider]'s proper submission of invoices for work performed or Reimbursable Expenses, [HACLA] shall review and, if the work is in conformance with the terms of [the Task Order], make payment within thirty days of [HACLA]'s receipt of the invoice.

ARTICLE C: RESPONSIBILITIES

1.0 [Service Provider]'s Responsibilities

1.1 Basic Services.⁷⁴ The [Service Provider] shall provide the Basic Service [as awarded under the Task Order.]

1.2 Additional Services.⁷⁵ The [Service Provider] shall provide Additional Services [as awarded under the Supplemental Task Order.]

1.3 General Responsibilities.⁷⁶ The [Service Provider] shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the [Service Provider] under [a Task Order]. [HACLA]'s review, approval, acceptance of, or payment for [Service Provider] services shall not be construed as a waiver of any rights under the [Master Contract] or of any cause of action for damages caused by [Service Provider]'s negligent performance under [a Task Order]. Furthermore, [the Master Contract] does not restrict or limit any rights or remedies otherwise afforded [HACLA] or [Service Provider] by law.

1.4 Designing within Funding Limitations.⁷⁷ The [Service Provider] shall [if requested by HACLA] perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed [..] an amount to be provided by [HACLA] in writing to the [Service Provider] prior to the commencement of [Service Provider] services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by [HACLA], but only with written notice to the [Service Provider]. If the increase results in a change to the scope of work, an amendment to this [Contract] will be required. The [Service Provider] and [HACLA] may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this [Contract]. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, [HACLA] has the right to require the [Service Provider] to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

1.5 Compliance with Laws, Codes, Ordinances and Regulations.⁷⁸ [Service Provider] shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of [HACLA]. The [Service Provider] shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The [Service Provider] shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over [a] project. [Service Provider] shall recommend changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situation: If subsequent to the date [HACLA] issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the [Service Provider] shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The [Service Provider], however, is obligated to notify [HACLA] of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the [Service Provider] to be entitled to any additional compensation or reimbursement. Both [HACLA] and [Service Provider] are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See [<https://www.access-board.gov/aba/>]) and compliance with the ADA requires adherence to the 2010 ADA standards (See <https://www.ada.gov/regs2010/2010A> DA

Standards/2010ADASTandards_prt.pdf).

1.6 Seal.⁷⁹ Licensed [Service Provider]s shall affix their seals and signatures to drawings and specifications produced under [the Master Contract] when required by law.

1.7 Attendance at Conferences.⁸⁰ The [Service Provider] or designated representative shall attend project conferences and meetings involving matters related to Basic Services covered under [a Task Order if requested. Attendance at community wide meetings shall be considered an additional service unless otherwise included in the accepted proposal as a Basic Service.]

2.0 HACLA's Responsibilities

2.1 Information.⁸¹ [HACLA] shall provide information regarding requirements for [a] project, including a program that shall set forth [HACLA]'s objectives and schedule. [HACLA] shall also establish and update the Maximum Construction Cost. This shall include [HACLA]'s giving notice of work to be performed by [HACLA] or others and not included in the Construction Contract for [a] Project. The [Service Provider], however, shall be responsible to ascertain and know federal requirements and limitations placed on [a] Project.

2.2 Notice of Defects.⁸² If [HACLA] observes or otherwise becomes aware of any fault or defect in the construction of [a] project or nonconformance with the Construction Contract, [HACLA] shall give prompt written notice of those faults, defects or nonconformance to the [Service Provider].

2.3 Contract Officer.⁸³ [HACLA] shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of [a] Project. The Contract Officer shall examine documents submitted by the [Service Provider] and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the [Service Provider]'s work.

2.4 Duties to Furnish.⁸⁴ [HACLA] shall [when feasible] provide the [Service Provider] the items listed below.

2.4.1 Survey and Property Restrictions.⁸⁵ [HACLA] shall furnish topographic, property line and utility information as and where required. [HACLA] may at its election require the [Service Provider] to furnish any of these items as an Additional Service.

2.4.2 Existing Conditions.⁸⁶ [HACLA] shall provide the [Service Provider] any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

2.4.3 Waivers.⁸⁷ [HACLA] shall provide the [Service Provider] information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of [a] Project.

2.4.4 Minimum Wage Rates.⁸⁸ [HACLA] shall furnish the [Service Provider] the schedule of minimum

wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

2.4.5 Tests.⁸⁹ When expressly agreed to in writing by both [HACLA] and the [Service Provider], [HACLA] shall furnish the [Service Provider] all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for [a] Project.

2.4.6 Contract Terms.⁹⁰ [HACLA] or its legal counsel may provide the [Service Provider] text to be incorporated into Bidding and Construction Contract Documents.

ARTICLE D: CONTRACT ADMINISTRATION

1.0 Prohibition of Assignment.⁹¹ The [Service Provider] shall not assign, subcontract, or transfer any services, obligations, or interest in this [Master Contract] without the prior written consent of [HACLA]. Such consent shall not unreasonably be withheld when such assignment is for financing the [Service Provider]'s performance.

1.1 Ownership of Documents.⁹² All drawings, specifications, studies and other materials prepared under this contract shall be the property of [HACLA] and at the termination or completion of the [Service Provider]'s services shall be promptly delivered to [HACLA]. The [Service Provider] shall have no claim for further employment or additional compensation as a result of exercise by [HACLA] of its full rights of ownership. It is understood, however, that the [Service Provider] does not represent such data to be suitable for re-use on any other project or for any other purpose. If [HACLA] re-uses the subject data without the [Service Provider]'s written verification, such re-use will be at the sole risk of [HACLA] without liability to the [Service Provider].

1.2 Substitutions.⁹³ A. [Service Provider] shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of [HACLA], which shall not unreasonably be withheld. B. The [Service Provider]'s personnel identified [in the Master Contract as Key Personnel"] are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the [Service Provider] shall notify [HACLA] reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the [Service Provider] without the prior written consent of [HACLA].

1.3 Suspension.⁹⁴ [HACLA] may give written notice to the [Service Provider] to suspend work on [a] project or any part thereof. HACLA shall not be obligated to consider a claim for additional compensation if the [Service Provider] is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the [Service Provider] shall be entitled to an equitable adjustment in compensation.

1.4 Subcontracts.⁹⁵ [Service Provider] will cause all applicable provisions of [the Master Contract and/or Task Order Award] to be inserted in all its subcontracts.

1.5 Disputes.⁹⁶ In the event of a dispute arising under [this Master Contract], the [Service Provider] shall notify [HACLA] promptly in writing and submit its claim in a timely manner. [HACLA] shall respond to the claim in writing in a timely manner. The [Service Provider] shall proceed with its work hereunder in compliance with the instructions of [HACLA], but such compliance shall not be a waiver of the [Service Provider]'s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of [HACLA] and [Service Provider] by other dispute methods.

1.6 Terminations.⁹⁷ [HACLA] may terminate this [Contract] for [HACLA]'s convenience or for failure of the [Service Provider] to fulfill contract obligations. [HACLA] shall terminate by delivering to the [Service Provider] a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the [Service Provider] shall immediately discontinue all services affected and deliver to [HACLA] all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of [HACLA], [HACLA] shall be liable only for payment for accepted services rendered before the effective date of termination.

1.7 Insurance.⁹⁸ The [Service Provider] shall carry [the insurance as required at Section 4 of the Master Contract]. The [Service Provider] shall furnish [HACLA] certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to [HACLA]. Additionally, [HACLA] shall be an additional insured on all Commercial or Comprehensive General liability policies.

1.8 Retention of Rights.⁹⁹ Neither [HACLA]'s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the [Service Provider] shall be and remain liable to [HACLA] in accordance with the applicable law for all damages to [HACLA] caused by the [Service Provider]'s negligent performance of any of the services furnished under this contract.

ARTICLE E: ADDITIONAL REQUIREMENTS (forms HUD-51915 and HUD-51915-A)

1.0 Contract Provisions Required by Federal Law or [HACLA] Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments.¹⁰⁰ Notwithstanding any other term or condition of this [Master Contract], any settlement or equitable adjustment due to termination, suspension or delays by the [HACLA] shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services.¹⁰¹ [HACLA] shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of covered by this [Master Contract]. The [Service Provider] shall

provide supporting cost information in sufficient detail to permit [HACLA] to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications.¹⁰² In accordance with 2 CFR 200 and contract agreements between [HACLA] and HUD, the [Service Provider] shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification.¹⁰³ Where [HACLA] is required by federal regulations to provide HUD a [Service Provider] certification regarding the design of [a] Projects (24 CFR 905), the [Service Provider] shall provide such a certification to [HACLA].

1.5 Retention and Inspection of Records.¹⁰⁴ Pursuant to 2 CFR 200, access shall be given by the [Service Provider] to [HACLA], HUD, the Comptroller General of the United or any of their duly authorized representatives, to any books, documents, papers, and records of the [Service Provider] which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after [HACLA] or [Service Provider] and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data.¹⁰⁵ HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the [Service Provider] pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest.¹⁰⁶ Conflicts of Interest. Based in part on federal regulations 2 CFR 200 and Contract agreement between [HACLA] and HUD, no employee, officer, or agent of [HACLA] (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither [HACLA] nor any of its contractors or their subcontractors shall enter into any Contract,

subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of [HACLA], or any member of the governing body of the locality in which [a] Project is situated, or any member of the governing body of the locality in which [HACLA] was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to [a] Project during his/ her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of [HACLA], or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to [HACLA] and such disclosure is entered upon the minutes of [HACLA], [HACLA], with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of [HACLA] shall not participate in any action by [HACLA] relating to such contract, subcontract, or arrangement.

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

1.8 Disputes.¹⁰⁷ In part because of HUD regulations (2 CFR 200, this [Service Provider] [Contract], unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the [Service Provider] violates or breaches [Contract] terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination.¹⁰⁸ In part because of HUD regulations (2 CFR 200), this [Service Provider] [Contract], unless it is for an amount of \$10,000 or less, has requirements regarding termination by [HACLA] when for cause or convenience. These include the manner by which the termination will be affected and basis for settlement.

1.10 Interest of Members of Congress.¹⁰⁹ Because of Contract agreement between [HACLA] and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction.¹¹⁰ The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the [Service Provider], for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968.¹¹¹ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

E. The [Service Provider] will certify that any vacant employment positions, including training positions, that are filled (1) after the [Service Provider] is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of [24 CFR Part 75] require employment opportunities to be directed, were not filled to circumvent the [Service Provider]'s obligations under [24 CFR Part 75].

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

G. Reserved.

H. Reserved.

1.13 Reserved.¹¹²

1.14. Clean Air and Water.¹¹³ (Applicable to contracts in excess of \$150,000). Because of [2 CFR Part 200,

Appendix II] and Federal law, the [Service Provider] shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

1.15 Energy Efficiency.¹¹⁴ Pursuant to Federal regulations [2 CFR Part 200, Appendix II] and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the [Service Provider] shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages.¹¹⁵ In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the [Service Provider] shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Reserved.¹¹⁶

1.18 Prohibition Against Liens.¹¹⁷ The [Service Provider] is prohibited from placing a lien on [HACLA]'s property. This prohibition shall be placed in all [Service Provider] subcontracts.

ARTICLE F: ADDITIONAL REQUIREMENTS (HACLA)

1.1 Assignment. Service Provider shall not assign any part of the Master Contract or a Task Order without prior written consent of HACLA.

1.2 Contract Termination; Debarment. A material breach of these clauses may be grounds for termination of the Master Contract and for debarment or denial of participation as a Service Provider or subcontractor in future HACLA procurements.

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

1.4 Other Service Providers. HACLA may undertake or award other contracts for additional Services at or near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with HACLA employees and shall carefully adapt scheduling and performing the Services under the Master Contract or a Task Order to accommodate the additional Services, heeding any direction that may be provided by HACLA. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or HACLA employee.

1.5 Affirmative Action Program.¹¹⁸ Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Service Provider shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Service Provider shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

1.6 Contract Work Hours and Safety Standards Act.¹¹⁹ If the value of this contract exceeds \$150,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

1.7 Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Services may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the services to be performed is similar to the service provided by the Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or

neutralize conflicts of interest.

1.8 Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

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

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

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

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

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

1.9 Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

1.10 Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

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

SOS “C”**SCOPE OF SERVICES AND GENERAL CONDITIONS
FOR
CONSULTING, SURVEYING AND/OR TESTING SERVICES
(STATE PREVAILING WAGE COMPLIANCE)****PART I. PROFESSIONAL A/E SERVICES¹²⁰****DEFINITIONS**

The following definitions are applicable to these General Conditions:

“Additional Services” means services that are identified as necessary for the proper completion of the project but were not included in the Basic Services awarded under a Task Order.

“Basic Services” means services provided by Service Provider pursuant to an awarded Task Order.

“HACLA” means the Housing Authority of the City of Los Angeles.

“LADBS” means the Los Angeles Department of Building and Safety.

“Master Contract” means the Contract for Services awarded by HACLA to a Service Provider, including all formal changes and modifications thereto, and including all exhibits and attachments, including these General Conditions. This Master Contract also includes, by this reference, Service Provider’s proposal for services and Best and Final Offer.

“Service Provider” means a firm awarded a Contract for the performance of architect or engineering services pursuant to RFQ HA-2024-35-MX.

“Task Order” means HACLA’s award of services to a Service Provider pursuant to HACLA’s Procedures for Solicitation and Award of A/E Task Orders.

Service Provider is qualified to provide all services routinely performed by design professionals, including but not limited to the following:

ARTICLE A: SERVICES**1.0 Basic Services**

1.1 Areas of Professional’s Basic Services.¹²¹ Unless revised [by a Supplemental Task Order], in planning, designing and administering construction or rehabilitation of [the awarded] Project, [Service Provider]

shall provide HACLA with professional services [as identified in the Task Order Award].

1.2 Basic Services; Time for Performance. The project's Basic Services and Time for Performance are identified in the project's Task Order Award.

2.0 Additional Services

2.1 Description of Additional Services.¹²² Additional Services are all those services provided by [Service Provider] on [a] Project for [HACLA] that are not defined as Basic Services [omitted] or otherwise required to be performed by [Service Provider] [under a Task Order]. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of [Service Provider] and not due to any errors, omissions, or failures on the part of the [Service Provider] to carry out obligations otherwise set out in this [Master Contract].

2.2 Written Addendum or Contract Amendment.¹²³ All additional services not already expressly required by this [Master Contract] shall be agreed to through either a written addendum or amendment to this [Master Contract].

2.3 Additional Services – Change Order. If a Task Order is awarded with a contingency sum, Additional Services shall be agreed to through [Service Provider]'s submission of a Change Order, which shall be subject to [HACLA]'s written acceptance and approval. The Change Order shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of [HACLA]'s written acceptance and approval of the Change Order. Any Additional Services approved by [HACLA] for the Task Order and performed under the Change Order shall be subject to these General Conditions.

2.4 Additional Services – Supplemental Task Order. If a Task Order is awarded without a contingency sum, Additional Services shall be agreed to through issuance of a Supplemental Task Order, which shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of issuance of the purchase order for the Supplemental Task Order. Any Additional Services approved by [HACLA] for a Task Order and performed under a Supplemental Task Order shall be subject to the General Conditions set forth in the initial Task Order.

ARTICLE B: COMPENSATION AND PAYMENT

1.0 Basic Services

1.1 Fee for Basic Services.¹²⁴ [HACLA] will pay the [Service Provider] for Basic Services performed [as defined by the Task Order the sum(s) identified in the Task Order, which shall represent the Maximum Amount due to [Service Provider] for all Basic Services required, performed, or accepted under [the Task Order].]

1.2 Allowances. This provision is applicable only if the Task Order is awarded with one or more Goods and/or Services designated as an allowance item. Allowance items shall be specifically defined as to scope and/or specification and the associated cost/priced shall be fixed. Allowance expenditures are at [HACLA]'s sole discretion. Sums set aside as allowances shall only be used for the purposes specified in the Task Order.

1.3 Payment Schedule.¹²⁵ Progress payments for Basic Services for each phase of work shall be made in proportion to services [in accordance with the payment schedule included in the Task Order Award].

2.0 Reimbursables

2.1 Reimbursable Expenses.¹²⁶ [If specified in the Master Contract, HACLA] will pay [Service Provider] [for its reimbursable expenses, which shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses shall be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 shall be approved by HACLA, in writing and in advance of incurring the cost.]

3.0 Additional Services

3.1 Payment for Additional Services.¹²⁷ [Additional Services are those services that are not contemplated as Basic Services under the Task Order. HACLA will pay the [Service Provider] for Additional Services performed as stated in the Task Order if a contingency sum is included or, if a contingency sum is not included, as stated in the Supplemental Task Order issued to authorize the performance of Additional Services.]

4.0 Invoicing and Payments

4.1 Invoices.¹²⁸ All payments shall require a written invoice from the [Service Provider]. Invoices shall be made no more frequently than [monthly]. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the [information specified at Section 4 of the Master Contract.] Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

4.2 Time of Payment.¹²⁹ Upon the [Service Provider]'s proper submission of invoices for work performed or Reimbursable Expenses, [HACLA] shall review and, if the work is in conformance with the terms of [the Task Order], make payment within thirty days of [HACLA]'s receipt of the invoice.

ARTICLE C: RESPONSIBILITIES

1.0 [Service Provider]'s Responsibilities

1.1 Basic Services.¹³⁰ The [Service Provider] shall provide the Basic Service [as awarded under the Task

Order.]

1.2 Additional Services.¹³¹ The [Service Provider] shall provide Additional Services [as awarded under the Supplemental Task Order.]

1.3 General Responsibilities.¹³² The [Service Provider] shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the [Service Provider] under [a Task Order]. [HACLA]'s review, approval, acceptance of, or payment for [Service Provider] services shall not be construed as a waiver of any rights under the [Master Contract] or of any cause of action for damages caused by [Service Provider]'s negligent performance under [a Task Order]. Furthermore, [the Master Contract] does not restrict or limit any rights or remedies otherwise afforded [HACLA] or [Service Provider] by law.

1.4 Designing within Funding Limitations.¹³³ The [Service Provider] shall [if requested by HACLA] perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed [..] an amount to be provided by [HACLA] in writing to the [Service Provider] prior to the commencement of [Service Provider] services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by [HACLA], but only with written notice to the [Service Provider]. If the increase results in a change to the scope of work, an amendment to this [Contract] will be required. The [Service Provider] and [HACLA] may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this [Contract]. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, [HACLA] has the right to require the [Service Provider] to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

1.5 Compliance with Laws, Codes, Ordinances and Regulations.¹³⁴ [Service Provider] shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of [HACLA]. The [Service Provider] shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The [Service Provider] shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over [a] project. [Service Provider] shall recommend changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situation: If subsequent to the date [HACLA] issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the [Service Provider] shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The [Service Provider], however, is obligated to notify [HACLA] of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the [Service Provider] to be entitled to any additional compensation or reimbursement. Both [HACLA] and [Service Provider] are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility

Standards (See [<https://www.access-board.gov/aba/>]) and compliance with the ADA requires adherence to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010A_DASStandards/2010ADASStandards_prt.pdf).

1.6 Seal.¹³⁵ Licensed [Service Provider]s shall affix their seals and signatures to drawings and specifications produced under [the Master Contract] when required by law.

1.7 Attendance at Conferences.¹³⁶ The [Service Provider] or designated representative shall attend project conferences and meetings involving matters related to Basic Services covered under [a Task Order if requested. Attendance at community wide meetings shall be considered an additional service unless otherwise included in the accepted proposal as a Basic Service.]

2.0 HACLA's Responsibilities

2.1 Information.¹³⁷ [HACLA] shall provide information regarding requirements for [a] project, including a program that shall set forth [HACLA]'s objectives and schedule. [HACLA] shall also establish and update the Maximum Construction Cost. This shall include [HACLA]'s giving notice of work to be performed by [HACLA] or others and not included in the Construction Contract for [a] Project. The [Service Provider], however, shall be responsible to ascertain and know federal requirements and limitations placed on [a] Project.

2.2 Notice of Defects.¹³⁸ If [HACLA] observes or otherwise becomes aware of any fault or defect in the construction of [a] project or nonconformance with the Construction Contract, [HACLA] shall give prompt written notice of those faults, defects or nonconformance to the [Service Provider].

2.3 Contract Officer.¹³⁹ [HACLA] shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of [a] Project. The Contract Officer shall examine documents submitted by the [Service Provider] and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the [Service Provider]'s work.

2.4 Duties to Furnish.¹⁴⁰ [HACLA] shall [when feasible] provide the [Service Provider] the items listed below.

2.4.1 Survey and Property Restrictions.¹⁴¹ [HACLA] shall furnish topographic, property line and utility information as and where required. [HACLA] may at its election require the [Service Provider] to furnish any of these items as an Additional Service.

2.4.2 Existing Conditions.¹⁴² [HACLA] shall provide the [Service Provider] any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

2.4.3 Waivers.¹⁴³ [HACLA] shall provide the [Service Provider] information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of [a] Project.

2.4.4 Minimum Wage Rates.¹⁴⁴ [HACLA] shall furnish the [Service Provider] the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

2.4.5 Tests.¹⁴⁵ When expressly agreed to in writing by both [HACLA] and the [Service Provider], [HACLA] shall furnish the [Service Provider] all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for [a] Project.

2.4.6 Contract Terms.¹⁴⁶ [HACLA] or its legal counsel may provide the [Service Provider] text to be incorporated into Bidding and Construction Contract Documents.

ARTICLE D: CONTRACT ADMINISTRATION

1.0 Prohibition of Assignment.¹⁴⁷ The [Service Provider] shall not assign, subcontract, or transfer any services, obligations, or interest in this [Master Contract] without the prior written consent of [HACLA]. Such consent shall not unreasonably be withheld when such assignment is for financing the [Service Provider]'s performance.

1.1 Ownership of Documents.¹⁴⁸ All drawings, specifications, studies and other materials prepared under this contract shall be the property of [HACLA] and at the termination or completion of the [Service Provider]'s services shall be promptly delivered to [HACLA]. The [Service Provider] shall have no claim for further employment or additional compensation as a result of exercise by [HACLA] of its full rights of ownership. It is understood, however, that the [Service Provider] does not represent such data to be suitable for re-use on any other project or for any other purpose. If [HACLA] re-uses the subject data without the [Service Provider]'s written verification, such re-use will be at the sole risk of [HACLA] without liability to the [Service Provider].

1.2 Substitutions.¹⁴⁹ A. [Service Provider] shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of [HACLA], which shall not unreasonably be withheld. B. The [Service Provider]'s personnel identified [in the Master Contract as Key Personnel"] are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the [Service Provider] shall notify [HACLA] reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the [Service Provider] without the prior written consent of [HACLA].

1.3 Suspension.¹⁵⁰ [HACLA] may give written notice to the [Service Provider] to suspend work on [a] project or any part thereof. HACLA shall not be obligated to consider a claim for additional compensation if the [Service Provider] is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the [Service Provider] shall be entitled to an equitable adjustment in compensation.

1.4 Subcontracts.¹⁵¹ [Service Provider] will cause all applicable provisions of [the Master Contract and/or Task Order Award] to be inserted in all its subcontracts.

1.5 Disputes.¹⁵² In the event of a dispute arising under [this Master Contract], the [Service Provider] shall notify [HACLA] promptly in writing and submit its claim in a timely manner. [HACLA] shall respond to the claim in writing in a timely manner. The [Service Provider] shall proceed with its work hereunder in compliance with the instructions of [HACLA], but such compliance shall not be a waiver of the [Service Provider]'s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of [HACLA] and [Service Provider] by other dispute methods.

1.6 Terminations.¹⁵³ [HACLA] may terminate this [Contract] for [HACLA]'s convenience or for failure of the [Service Provider] to fulfill contract obligations. [HACLA] shall terminate by delivering to the [Service Provider] a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the [Service Provider] shall immediately discontinue all services affected and deliver to [HACLA] all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of [HACLA], [HACLA] shall be liable only for payment for accepted services rendered before the effective date of termination.

1.7 Insurance.¹⁵⁴ The [Service Provider] shall carry [the insurance as required at Section 4 of the Master Contract]. The [Service Provider] shall furnish [HACLA] certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to [HACLA]. Additionally, [HACLA] shall be an additional insured on all Commercial or Comprehensive General liability policies.

1.8 Retention of Rights.¹⁵⁵ Neither [HACLA]'s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the [Service Provider] shall be and remain liable to [HACLA] in accordance with the applicable law for all damages to [HACLA] caused by the [Service Provider]'s negligent performance of any of the services furnished under this contract.

ARTICLE E: ADDITIONAL REQUIREMENTS (forms HUD-51915 and HUD-51915-A)

1.0 Contract Provisions Required by Federal Law or [HACLA] Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments.¹⁵⁶ Notwithstanding any other term or condition of this [Master Contract], any settlement or equitable adjustment due to termination, suspension or delays by the [HACLA] shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services.¹⁵⁷ [HACLA] shall perform a cost or price analysis as required by 2 CFR 200 prior

to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of covered by this [Master Contract]. The [Service Provider] shall provide supporting cost information in sufficient detail to permit [HACLA] to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications.¹⁵⁸ In accordance with 2 CFR 200 and contract agreements between [HACLA] and HUD, the [Service Provider] shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification.¹⁵⁹ Where [HACLA] is required by federal regulations to provide HUD a [Service Provider] certification regarding the design of [a] Projects (24 CFR 905), the [Service Provider] shall provide such a certification to [HACLA].

1.5 Retention and Inspection of Records.¹⁶⁰ Pursuant to 2 CFR 200, access shall be given by the [Service Provider] to [HACLA], HUD, the Comptroller General of the United or any of their duly authorized representatives, to any books, documents, papers, and records of the [Service Provider] which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after [HACLA] or [Service Provider] and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data.¹⁶¹ HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the [Service Provider] pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest.¹⁶² Conflicts of Interest. Based in part on federal regulations 2 CFR 200 and Contract agreement between [HACLA] and HUD, no employee, officer, or agent of [HACLA] (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither [HACLA] nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of [HACLA], or any member of the governing body of the locality in which [a] Project is situated, or any member of the governing body of the locality in which [HACLA] was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to [a] Project during his/ her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of [HACLA], or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to [HACLA] and such disclosure is entered upon the minutes of [HACLA], [HACLA], with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of [HACLA] shall not participate in any action by [HACLA] relating to such contract, subcontract, or arrangement.

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

1.8 Disputes.¹⁶³ In part because of HUD regulations (2 CFR 200, this [Service Provider] [Contract]), unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the [Service Provider] violates or breaches [Contract] terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination.¹⁶⁴ In part because of HUD regulations (2 CFR 200), this [Service Provider] [Contract], unless it is for an amount of \$10,000 or less, has requirements regarding termination by [HACLA] when for cause or convenience. These include the manner by which the termination will be affected and basis for settlement.

1.10 Interest of Members of Congress.¹⁶⁵ Because of Contract agreement between [HACLA] and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction.¹⁶⁶ The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the [Service Provider], for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan,

or cooperative agreement.

1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968.¹⁶⁷ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

E. The [Service Provider] will certify that any vacant employment positions, including training positions, that are filled (1) after the [Service Provider] is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of [24 CFR Part 75] require employment opportunities to be directed, were not filled to circumvent the [Service Provider]'s obligations under [24 CFR Part 75].

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

G. Reserved.

H. Reserved.

1.13 Reserved.¹⁶⁸

1.14. Clean Air and Water.¹⁶⁹ (Applicable to contracts in excess of \$150,000). Because of [2 CFR Part 200, Appendix II] and Federal law, the [Service Provider] shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

1.15 Energy Efficiency.¹⁷⁰ Pursuant to Federal regulations [2 CFR Part 200, Appendix II] and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the [Service Provider] shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages.¹⁷¹ In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the [Service Provider] shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Reserved.¹⁷²

1.18 Prohibition Against Liens.¹⁷³ The [Service Provider] is prohibited from placing a lien on [HACLA]'s property. This prohibition shall be placed in all [Service Provider] subcontracts.

ARTICLE F: ADDITIONAL REQUIREMENTS (HACLA)

1.1 Assignment. Service Provider shall not assign any part of the Master Contract or a Task Order without prior written consent of HACLA.

1.2 Contract Termination; Debarment. A material breach of these clauses may be grounds for termination of the Master Contract and for debarment or denial of participation as a Service Provider or subcontractor in future HACLA procurements.

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

Service Provider performing Services hereunder for HACLA.

1.7 Other Service Providers. HACLA may undertake or award other contracts for additional Services at or near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with HACLA employees and shall carefully adapt scheduling and performing the Services under the Master Contract or a Task Order to accommodate the additional Services, heeding any direction that may be provided by HACLA. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or HACLA employee.

1.8 Affirmative Action Program.¹⁷⁴ Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Service Provider shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Service Provider shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

1.9 Contract Work Hours and Safety Standards Act.¹⁷⁵ If the value of this contract exceeds \$150,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

1.10 Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Services may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the

services to be performed is similar to the service provided by the Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

1.11 Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

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

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

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

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

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

1.12 Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

1.13 Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

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

PART II. PUBLIC WORKS

This Part II is applicable where land surveying or soil testing activities are contemplated in the Task Order Award or may become necessary as Additional Services. Such services, if needed, qualify as public works activity within the meaning of California Labor Code section 1720(a)(1). As these activities do not trigger payment of Davis-Bacon wages, only State prevailing wages are applicable.

[ALL SUBCONTRACTS AWARDED FOR THIS PROJECT SHALL INCLUDE SECTIONS 1 – 11 BELOW]

1. Prevailing Wages. This Project is a public works project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815, inclusive, and sections 16000 to 17270 of Title 8 of the California Code of Regulations, which govern the payment of prevailing wage rates on public works projects. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code section 1771.4). Contractor and any of its subcontractors shall pay to all workers employed in connection with the Work not less than the sums set forth in the applicable Wage Determination, which is identified in the solicitation and Task Order Award. As the wage determination for each craft may have predetermined increases and modifications, it is Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid to employees.

2. Penalty. Pursuant to Labor Code Section 1775, Contractor shall, as a penalty to HACL, forfeit the statutory amount (currently not more than \$200.00) for each day, or portion thereof, for each worker paid less than the prevailing rates, determined by the director for the work or craft in which that worker is employed for any public work done under the Order by Contractor or except as provided in Labor Code Section 1775(b), by any Subcontractor under Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each such day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor shall post at appropriate conspicuous points at the Site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in Work on the project and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

3. Certified Payroll Records and Basic Payroll Records. Contractor and its Subcontractors shall maintain Certified Payroll Records and "Basic Payroll Records," defined as time cards, front and back copies of canceled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll, during the course of the Work and shall preserve such records for a period of 3 years after Final Completion. Pursuant to Labor Code section 1776, Contractor and its Subcontractors shall maintain accurate, weekly payroll records showing employee full names, addresses, social security numbers, work classifications, amounts

paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed on the Work, and the gross/net wages paid for this project, as well as Contractor's or Subcontractor's name and address, project name and location, and dates of payroll ("Certified Payroll"). If payments are made to any third party trust, funds or plans for health and welfare, pension or vacation trust, those payments must be stated on the Certified Payroll Record. The basic wage rate paid per hour plus the employer contributions for benefits, including training and contributions must at least equal the prevailing wage rate for that classification. In accordance with Labor Code section 1771.4 (a)(1) and (c)(1)), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and its subcontractors shall submit their certified payrolls directly to the Department of Industrial Relations' Labor Commissioner at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html

4. Making Certified Payrolls Available Upon Request. Pursuant to Labor Code section 1776, Contractor and its Subcontractors shall make their Certified Payroll records available for inspection by HACLA at all reasonable hours at the principal office of Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to HACLA, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; and (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through HACLA, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by HACLA, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated so as to prevent disclosure of individual names, addresses and social security numbers, in accordance with Labor Code section 1776.

5. Forfeiture for Failure to Comply with Record Request Laws. Pursuant to Labor Code section 1776(h), Contractor and Subcontractors shall have 10 days in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event Contractor or Subcontractors fail to strictly comply after such 10 day period, Contractor or Subcontractors shall, as a penalty to HACLA, forfeit \$100.00 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from any portion of the fees then or thereafter due Contractor. A Contractor is not subject to a penalty assessment due to the failure of Subcontractors to comply with this clause.

6. Apprentice Utilization. Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractors under him. Contractor shall comply with the requirements of said sections and any other applicable laws and regulations concerning the employment of apprentices. Information relative to

apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations or from the Division of Apprenticeship Standards.

7. Work Day. In accordance with the provisions and requirements of Labor Code sections 1810-1815, neither Contractor nor any Subcontractor who employs, directs, or controls the work of any worker employed to execute Work done under the Contract, shall require or permit such worker to labor more than 8 hours during any one day and more than 40 hours a week. As mandated by Labor Code section 1813, Contractor shall, as a penalty to HACLA, forfeit \$25.00 for each worker employed in the execution of the Contract by Contractor or by any Subcontractors for each day during which such worker is required or permitted to work more than 8 hours in any one (1) day and more than 40 hours in any one (1) week, unless the worker receives compensation of not less than one and one-half (1-1/2) times the basic rate of pay. As mandated by Labor Code section 1815, all workers performing work in excess 8 hours a day and more than 40 hours during any one week, shall be paid no less than one and one-half (1-1/2) times the basic rate of pay.

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

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

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

New Year's Day/New Year's Eve	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day and the Friday following
Memorial Day	Christmas Day/Christmas Eve
	Juneteenth

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

10. Postings (NF-Construction). Contractor and subcontractors must post in conspicuous places all applicable workplace postings which include, but is not limited to, applicable project wages in English and Spanish. Other posters that meet employer legal obligations may be downloaded at www.dir.ca.gov/wpnodb.html. For a list of available safety and health postings, visit the Cal/OSHA publications page at www.dir.ca.gov/dosh/puborder.asp. Contractor and subcontractors are responsible for determining and satisfying their posting requirements.

11. Registration for Public Works (Construction). This project qualifies as a public works project within the meaning of Labor Code section 1771.1. If the value of the work exceeds \$25,000, HACLA cannot accept bids from or contract with contractors or public works subcontractors for this project unless they are registered with the Department of Industrial Relations (DIR). HACLA will register this project with the DIR and, unless otherwise stated in the Task Order Award, Contractor and its subcontractors will be responsible for submitting their certified payrolls directly to the Labor Commissioner at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html.

SOS “D”**SCOPE OF SERVICES AND GENERAL CONDITIONS
FOR
CONSULTING, SURVEYING AND/OR TESTING SERVICES
(DAVIS-BACON AND STATE PREVAILING WAGE COMPLIANCE)****PART I. PROFESSIONAL A/E SERVICES¹⁷⁶****DEFINITIONS**

The following definitions are applicable to these General Conditions:

“Additional Services” means services that are identified as necessary for the proper completion of the project but were not included in the Basic Services awarded under a Task Order.

“Basic Services” means services provided by Service Provider pursuant to an awarded Task Order.

“HACLA” means the Housing Authority of the City of Los Angeles.

“LADBS” means the Los Angeles Department of Building and Safety.

“Master Contract” means the Contract for Services awarded by HACLA to a Service Provider, including all formal changes and modifications thereto, and including all exhibits and attachments, including these General Conditions. This Master Contract also includes, by this reference, Service Provider’s proposal for services and Best and Final Offer.

“Service Provider” means a firm awarded a Contract for the performance of architect or engineering services pursuant to RFQ HA-2024-35-MX.

“Task Order” means HACLA’s award of services to a Service Provider pursuant to HACLA’s Procedures for Solicitation and Award of A/E Task Orders.

Service Provider is qualified to provide all services routinely performed by design professionals, including but not limited to the following:

ARTICLE A: SERVICES**1.0 Basic Services**

1.1 Areas of Professional’s Basic Services.¹⁷⁷ Unless revised [by a Supplemental Task Order], in planning, designing and administering construction or rehabilitation of [the awarded] Project, [Service Provider] shall provide HACLA with professional services [as identified in the Task Order Award].

1.2 Basic Services; Time for Performance. The project's Basic Services and Time for Performance are identified in the project's Task Order Award.

2.0 Additional Services

2.1 Description of Additional Services.¹⁷⁸ Additional Services are all those services provided by [Service Provider] on [a] Project for [HACLA] that are not defined as Basic Services [omitted] or otherwise required to be performed by [Service Provider] [under a Task Order]. They include major revisions in the scope of work of previously approved drawings, specifications and other documents due to causes beyond the control of [Service Provider] and not due to any errors, omissions, or failures on the part of the [Service Provider] to carry out obligations otherwise set out in this [Master Contract].

2.2 Written Addendum or Contract Amendment.¹⁷⁹ All additional services not already expressly required by this [Master Contract] shall be agreed to through either a written addendum or amendment to this [Master Contract].

2.3 Additional Services – Change Order. If a Task Order is awarded with a contingency sum, Additional Services shall be agreed to through [Service Provider]'s submission of a Change Order, which shall be subject to [HACLA]'s written acceptance and approval. The Change Order shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of [HACLA]'s written acceptance and approval of the Change Order. Any Additional Services approved by [HACLA] for the Task Order and performed under the Change Order shall be subject to these General Conditions.

2.4 Additional Services – Supplemental Task Order. If a Task Order is awarded without a contingency sum, Additional Services shall be agreed to through issuance of a Supplemental Task Order, which shall describe the Services to be performed and the associated costs thereof and shall include a payment schedule. No Additional Services shall be performed in advance of issuance of the purchase order for the Supplemental Task Order. Any Additional Services approved by [HACLA] for a Task Order and performed under a Supplemental Task Order shall be subject to the General Conditions set forth in the initial Task Order.

ARTICLE B: COMPENSATION AND PAYMENT

1.0 Basic Services

1.1 Fee for Basic Services.¹⁸⁰ [HACLA] will pay the [Service Provider] for Basic Services performed [as defined by the Task Order the sum(s) identified in the Task Order, which shall represent the Maximum Amount due to [Service Provider] for all Basic Services required, performed, or accepted under [the Task Order].]

1.2 Allowances. This provision is applicable only if the Task Order is awarded with one or more Goods

and/or Services designated as an allowance item. Allowance items shall be specifically defined as to scope and/or specification and the associated cost/priced shall be fixed. Allowance expenditures are at [HACLA]'s sole discretion. Sums set aside as allowances shall only be used for the purposes specified in the Task Order.

1.3 Payment Schedule.¹⁸¹ Progress payments for Basic Services for each phase of work shall be made in proportion to services [in accordance with the payment schedule included in the Task Order Award].

2.0 Reimbursables

2.1 Reimbursable Expenses.¹⁸² [If specified in the Master Contract, HACLA] will pay [Service Provider] [for its reimbursable expenses, which shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses shall be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 shall be approved by HACLA, in writing and in advance of incurring the cost.]

3.0 Additional Services

3.1 Payment for Additional Services.¹⁸³ [Additional Services are those services that are not contemplated as Basic Services under the Task Order. HACLA will pay the [Service Provider] for Additional Services performed as stated in the Task Order if a contingency sum is included or, if a contingency sum is not included, as stated in the Supplemental Task Order issued to authorize the performance of Additional Services.]

4.0 Invoicing and Payments

4.1 Invoices.¹⁸⁴ All payments shall require a written invoice from the [Service Provider]. Invoices shall be made no more frequently than [monthly]. Payments for Basic Services shall be in proportion to services completed within each phase of work. When requesting such payment, the invoice shall identify the phase and the portion completed. All invoices shall state the [information specified at Section 4 of the Master Contract.] Invoices seeking payment for Reimbursable or Additional Services must provide detailed documentation.

4.2 Time of Payment.¹⁸⁵ Upon the [Service Provider]'s proper submission of invoices for work performed or Reimbursable Expenses, [HACLA] shall review and, if the work is in conformance with the terms of [the Task Order], make payment within thirty days of [HACLA]'s receipt of the invoice.

ARTICLE C: RESPONSIBILITIES

1.0 [Service Provider]'s Responsibilities

1.1 Basic Services.¹⁸⁶ The [Service Provider] shall provide the Basic Service [as awarded under the Task Order.]

1.2 Additional Services.¹⁸⁷ The [Service Provider] shall provide Additional Services [as awarded under the Supplemental Task Order.]

1.3 General Responsibilities.¹⁸⁸ The [Service Provider] shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services, furnished by the [Service Provider] under [a Task Order]. [HACLA]'s review, approval, acceptance of, or payment for [Service Provider] services shall not be construed as a waiver of any rights under the [Master Contract] or of any cause of action for damages caused by [Service Provider]'s negligent performance under [a Task Order]. Furthermore, [the Master Contract] does not restrict or limit any rights or remedies otherwise afforded [HACLA] or [Service Provider] by law.

1.4 Designing within Funding Limitations.¹⁸⁹ The [Service Provider] shall [if requested by HACLA] perform services required under this Contract in such a manner so as to cause an award of a Construction Contract(s) that does not exceed [...] an amount to be provided by [HACLA] in writing to the [Service Provider] prior to the commencement of [Service Provider] services. This fixed limit shall be called the Maximum Construction Contract Cost. The amount may be increased by [HACLA], but only with written notice to the [Service Provider]. If the increase results in a change to the scope of work, an amendment to this [Contract] will be required. The [Service Provider] and [HACLA] may mutually agree to decrease the Maximum Construction Contract Cost, but only by signing a written amendment to this [Contract]. Should bids for the Construction Contract(s) exceed the Maximum Construction Contract Cost, [HACLA] has the right to require the [Service Provider] to perform redesigns, rebids and other services necessary to cause an award of the Construction Contract within the Maximum Construction Contract Cost without additional compensation or reimbursement.

1.5 Compliance with Laws, Codes, Ordinances and Regulations.¹⁹⁰ [Service Provider] shall perform services that conform to all applicable Federal, State and local laws, codes, ordinances and regulations except as modified by any waivers which may be obtained with the approval of [HACLA]. The [Service Provider] shall certify that Contract Documents will conform to all applicable laws, codes, ordinances and regulations. The [Service Provider] shall prepare all construction documents required for approval by all governmental agencies having jurisdiction over [a] project. [Service Provider] shall recommend changes in the Bidding and Construction Documents necessary to obtain governmental approval without additional compensation or reimbursement, except in the following situation: If subsequent to the date [HACLA] issues a notice to proceed, revisions are made to applicable codes or non-federal regulations, the [Service Provider] shall be entitled to additional compensation and reimbursements for any additional cost resulting from such changes. The [Service Provider], however, is obligated to notify [HACLA] of all significant code or regulatory changes within sixty (60) days of their change, and such notification shall be required in order for the [Service Provider] to be entitled to any additional compensation or reimbursement. Both [HACLA] and [Service Provider] are responsible for ensuring that the design and construction comply with any applicable accessibility laws, including the Fair Housing Act (see 24 C.F.R. § 100.205), Sect. 504 of the Rehabilitation Act (Sect. 504), and the Americans with Disabilities Act (ADA). Compliance with Sect. 504 requires adherence to the Uniform Federal Accessibility Standards (See [<https://www.access-board.gov/aba/>]) and compliance with the ADA requires adherence

to the 2010 ADA standards (See https://www.ada.gov/regs2010/2010A_DASStandards/2010ADASStandards_prt.pdf).

1.6 Seal.¹⁹¹ Licensed [Service Provider]s shall affix their seals and signatures to drawings and specifications produced under [the Master Contract] when required by law.

1.7 Attendance at Conferences.¹⁹² The [Service Provider] or designated representative shall attend project conferences and meetings involving matters related to Basic Services covered under [a Task Order if requested. Attendance at community wide meetings shall be considered an additional service unless otherwise included in the accepted proposal as a Basic Service.]

2.0 HACLA's Responsibilities

2.1 Information.¹⁹³ [HACLA] shall provide information regarding requirements for [a] project, including a program that shall set forth [HACLA]'s objectives and schedule. [HACLA] shall also establish and update the Maximum Construction Cost. This shall include [HACLA]'s giving notice of work to be performed by [HACLA] or others and not included in the Construction Contract for [a] Project. The [Service Provider], however, shall be responsible to ascertain and know federal requirements and limitations placed on [a] Project.

2.2 Notice of Defects.¹⁹⁴ If [HACLA] observes or otherwise becomes aware of any fault or defect in the construction of [a] project or nonconformance with the Construction Contract, [HACLA] shall give prompt written notice of those faults, defects or nonconformance to the [Service Provider].

2.3 Contract Officer.¹⁹⁵ [HACLA] shall designate a Contract Officer authorized to act on its behalf with respect to the design and construction of [a] Project. The Contract Officer shall examine documents submitted by the [Service Provider] and shall promptly render decisions pertaining to those documents so as to avoid unreasonably delaying the progress of the [Service Provider]'s work.

2.4 Duties to Furnish.¹⁹⁶ [HACLA] shall [when feasible] provide the [Service Provider] the items listed below.

2.4.1 Survey and Property Restrictions.¹⁹⁷ [HACLA] shall furnish topographic, property line and utility information as and where required. [HACLA] may at its election require the [Service Provider] to furnish any of these items as an Additional Service.

2.4.2 Existing Conditions.¹⁹⁸ [HACLA] shall provide the [Service Provider] any available "as built" drawings of buildings or properties, architect surveys, test reports, and any other written information that it may have in its possession and that it might reasonably assume affects the work.

2.4.3 Waivers.¹⁹⁹ [HACLA] shall provide the [Service Provider] information it may have obtained on any waivers of local codes, ordinances, or regulations or standards affecting the design of [a] Project.

2.4.4 Minimum Wage Rates.²⁰⁰ [HACLA] shall furnish the [Service Provider] the schedule of minimum wage rates approved by the U.S. Secretary of Labor for inclusion in the solicitation and Contract Documents.

2.4.5 Tests.²⁰¹ When expressly agreed to in writing by both [HACLA] and the [Service Provider], [HACLA] shall furnish the [Service Provider] all necessary structural, mechanical, chemical or other laboratory tests, inspections and reports required for [a] Project.

2.4.6 Contract Terms.²⁰² [HACLA] or its legal counsel may provide the [Service Provider] text to be incorporated into Bidding and Construction Contract Documents.

ARTICLE D: CONTRACT ADMINISTRATION

1.0 Prohibition of Assignment.²⁰³ The [Service Provider] shall not assign, subcontract, or transfer any services, obligations, or interest in this [Master Contract] without the prior written consent of [HACLA]. Such consent shall not unreasonably be withheld when such assignment is for financing the [Service Provider]'s performance.

1.1 Ownership of Documents.²⁰⁴ All drawings, specifications, studies and other materials prepared under this contract shall be the property of [HACLA] and at the termination or completion of the [Service Provider]'s services shall be promptly delivered to [HACLA]. The [Service Provider] shall have no claim for further employment or additional compensation as a result of exercise by [HACLA] of its full rights of ownership. It is understood, however, that the [Service Provider] does not represent such data to be suitable for re-use on any other project or for any other purpose. If [HACLA] re-uses the subject data without the [Service Provider]'s written verification, such re-use will be at the sole risk of [HACLA] without liability to the [Service Provider].

1.2 Substitutions.²⁰⁵ A. [Service Provider] shall identify in writing principals and professional level employees and shall not substitute or replace principals or professional level employees without the prior approval of [HACLA], which shall not unreasonably be withheld. B. The [Service Provider]'s personnel identified [in the Master Contract as Key Personnel"] are considered to be essential to the work effort. Prior to diverting or substituting any of the specified individuals, the [Service Provider] shall notify [HACLA] reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of such key personnel shall be made by the [Service Provider] without the prior written consent of [HACLA].

1.3 Suspension.²⁰⁶ [HACLA] may give written notice to the [Service Provider] to suspend work on [a] project or any part thereof. HACLA shall not be obligated to consider a claim for additional compensation if the [Service Provider] is given written notice to resume work within 120 calendar days. If notice to resume work is not given within 120 calendar days, the [Service Provider] shall be entitled to an equitable adjustment in compensation.

1.4 Subcontracts.²⁰⁷ [Service Provider] will cause all applicable provisions of [the Master Contract and/or

Task Order Award] to be inserted in all its subcontracts.

1.5 Disputes.²⁰⁸ In the event of a dispute arising under [this Master Contract], the [Service Provider] shall notify [HACLA] promptly in writing and submit its claim in a timely manner. [HACLA] shall respond to the claim in writing in a timely manner. The [Service Provider] shall proceed with its work hereunder in compliance with the instructions of [HACLA], but such compliance shall not be a waiver of the [Service Provider]'s rights to make such a claim. Any dispute not resolved by this procedure may be determined by a court of competent jurisdiction or by consent of [HACLA] and [Service Provider] by other dispute methods.

1.6 Terminations.²⁰⁹ [HACLA] may terminate this [Contract] for [HACLA]'s convenience or for failure of the [Service Provider] to fulfill contract obligations. [HACLA] shall terminate by delivering to the [Service Provider] a Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of such notice, the [Service Provider] shall immediately discontinue all services affected and deliver to [HACLA] all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of [HACLA], [HACLA] shall be liable only for payment for accepted services rendered before the effective date of termination.

1.7 Insurance.²¹⁰ The [Service Provider] shall carry [the insurance as required at Section 4 of the Master Contract]. The [Service Provider] shall furnish [HACLA] certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to [HACLA]. Additionally, [HACLA] shall be an additional insured on all Commercial or Comprehensive General liability policies.

1.8 Retention of Rights.²¹¹ Neither [HACLA]'s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the [Service Provider] shall be and remain liable to [HACLA] in accordance with the applicable law for all damages to [HACLA] caused by the [Service Provider]'s negligent performance of any of the services furnished under this contract.

ARTICLE E: ADDITIONAL REQUIREMENTS (forms HUD-51915 and HUD-51915-A)

1.0 Contract Provisions Required by Federal Law or [HACLA] Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments.²¹² Notwithstanding any other term or condition of this [Master Contract], any settlement or equitable adjustment due to termination, suspension or delays by the [HACLA] shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 2 CFR 200.

1.2 Additional Services.²¹³ [HACLA] shall perform a cost or price analysis as required by 2 CFR 200 prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services

shall be within the general scope of covered by this [Master Contract]. The [Service Provider] shall provide supporting cost information in sufficient detail to permit [HACLA] to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications.²¹⁴ In accordance with 2 CFR 200 and contract agreements between [HACLA] and HUD, the [Service Provider] shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification.²¹⁵ Where [HACLA] is required by federal regulations to provide HUD a [Service Provider] certification regarding the design of [a] Projects (24 CFR 905), the [Service Provider] shall provide such a certification to [HACLA].

1.5 Retention and Inspection of Records.²¹⁶ Pursuant to 2 CFR 200, access shall be given by the [Service Provider] to [HACLA], HUD, the Comptroller General of the United or any of their duly authorized representatives, to any books, documents, papers, and records of the [Service Provider] which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after [HACLA] or [Service Provider] and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data.²¹⁷ HUD has no regulations pertaining to copyrights or rights in data as provided in 2 CFR 200. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the [Service Provider] pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest.²¹⁸ Conflicts of Interest. Based in part on federal regulations 2 CFR 200 and Contract agreement between [HACLA] and HUD, no employee, officer, or agent of [HACLA] (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither [HACLA] nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of [HACLA], or any member of the governing body of the locality in which [a] Project is situated, or any member of the governing body of the locality in which [HACLA] was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to [a] Project during his/ her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of [HACLA], or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to [HACLA] and such disclosure is entered upon the minutes of [HACLA], [HACLA], with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, that any such present member, officer, or employee of [HACLA] shall not participate in any action by [HACLA] relating to such contract, subcontract, or arrangement.

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

1.8 Disputes.²¹⁹ In part because of HUD regulations (2 CFR 200, this [Service Provider] [Contract], unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the [Service Provider] violates or breaches [Contract] terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination.²²⁰ In part because of HUD regulations (2 CFR 200), this [Service Provider] [Contract], unless it is for an amount of \$10,000 or less, has requirements regarding termination by [HACLA] when for cause or convenience. These include the manner by which the termination will be affected and basis for settlement.

1.10 Interest of Members of Congress.²²¹ Because of Contract agreement between [HACLA] and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction.²²² The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the [Service Provider], for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training and Contracting Opportunities for Low income Persons, Section 3, HUD Act of 1968.²²³ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

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

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

E. The [Service Provider] will certify that any vacant employment positions, including training positions, that are filled (1) after the [Service Provider] is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of [24 CFR Part 75] require employment opportunities to be directed, were not filled to circumvent the [Service Provider]'s obligations under [24 CFR Part 75].

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

G. Reserved.

H. Reserved.

1.13 Reserved.²²⁴

1.14. Clean Air and Water.²²⁵ (Applicable to contracts in excess of \$150,000). Because of [2 CFR Part 200, Appendix II] and Federal law, the [Service Provider] shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$150,000.

1.15 Energy Efficiency.²²⁶ Pursuant to Federal regulations [2 CFR Part 200, Appendix II] and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the [Service Provider] shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages.²²⁷ In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the [Service Provider] shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Reserved.²²⁸

1.18 Prohibition Against Liens.²²⁹ The [Service Provider] is prohibited from placing a lien on [HACLA]'s property. This prohibition shall be placed in all [Service Provider] subcontracts.

ARTICLE F: ADDITIONAL REQUIREMENTS (HACLA)

1.1 Assignment. Service Provider shall not assign any part of the Master Contract or a Task Order without prior written consent of HACLA.

1.2 Contract Termination; Debarment. A material breach of these clauses may be grounds for termination of the Master Contract and for debarment or denial of participation as a Service Provider or subcontractor in future HACLA procurements.

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

1.7 Other Service Providers. HACLA may undertake or award other contracts for additional Services at or near the site(s) of the Services. Service Provider shall fully cooperate with the other Service Providers (sometimes referred to as "Separate Service Providers") and with HACLA employees and shall carefully adapt scheduling and performing the Services under the Master Contract or a Task Order to accommodate the additional Services, heeding any direction that may be provided by HACLA. The Service Provider shall not commit or permit any act that will interfere with the performance of Services by any other Service Provider or HACLA employee.

1.8 Affirmative Action Program.²³⁰ Unless otherwise exempt under 41 CFR 60-2.1(b), within 120 days after award of the Contract, Service Provider shall have developed for each of its establishments a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40. Service Provider shall also require its lower tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 CFR 60-2.1(b) to establish a written affirmative action compliance program that complies with the requirements of 41 CFR 60-1.40.

1.9 Contract Work Hours and Safety Standards Act.²³¹ If the value of this contract exceeds \$150,000, Service Provider agrees to comply with the labor regulations and standards of the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96; 40 U.S.C. 3701 et seq.,) to the extent applicable, and shall include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

1.10 Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Services may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the services to be performed is similar to the service provided by the Service Provider. The Service Provider

shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

1.11 Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

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

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

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

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

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

1.12 Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

1.13 Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Services.

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

PART II. PUBLIC WORKS

This Part II is applicable where land surveying or soil testing activities are contemplated in the Task Order Award or may become necessary as Additional Services. Such services, if needed, qualify as public works activity within the meaning of California Labor Code section 1720(a)(1) and also trigger payment of Davis-Bacon wages.

1. General Requirements. In accordance with California regulations, the greater of state prevailing or Davis-Bacon Act wages, when both are applicable, shall be paid to laborers and mechanics employed on the project (8 Cal. Code of Regs 16001). Contractor is responsible for obtaining and applying the correct wages during the project and inserting the wages into subcontracts.

2. Applicable Wages. The applicable state prevailing and Davis-Bacon wages are identified in the Task Order issued for the subject project.

3. Federal Labor Standards. The applicable federal labor standards will be identified in the Task Order issued for the subject project.

[ALL SUBCONTRACTS AWARDED FOR THIS PROJECT SHALL INCLUDE SECTIONS 4 – 16 BELOW]

4. Prevailing Wages. This Project is a public works project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815, inclusive, and sections 16000 to 17270 of Title 8 of the California Code of Regulations, which govern the payment of prevailing wage rates on public works projects. Contractor and any of its subcontractors shall pay to all workers employed in connection with the Work not less than the sums set forth in the applicable Wage Determinations identified in the Contract. As the wage determination for each craft may have predetermined increases and modifications, it is Contractor's responsibility to ensure that the prevailing wage rates of concern are current and paid to employees.

5. Penalty. Pursuant to Labor Code Section 1775, Contractor shall, as a penalty to HACL, forfeit the statutory amount (currently not more than \$200.00) for each day, or portion thereof, for each worker paid less than the prevailing rates, determined by the director for the work or craft in which that worker is employed for any public work done under the Order by Contractor or except as provided in Labor Code Section 1775(b), by any Subcontractor under Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each such day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor shall post at appropriate conspicuous points at the Site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in Work on the project and all deduction, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

6. Certified Payroll Records and Basic Payroll Records. Contractor and its Subcontractors shall maintain Certified Payroll Records and “Basic Payroll Records,” defined as time cards, front and back copies of canceled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll, during the course of the Work and shall preserve such records for a period of 3 years after Final Completion. Pursuant to Labor Code section 1776, Contractor and its Subcontractors shall maintain accurate, weekly payroll records showing employee full names, addresses, social security numbers, work classifications, amounts paid per hour, straight time, overtime and holiday hours worked each day and weekly totals, the actual per diem wages paid to each person employed on the Work, and the gross/net wages paid for this project, as well as Contractor’s or Subcontractor’s name and address, project name and location, and dates of payroll (“Certified Payroll”). If payments are made to any third party trust, funds or plans for health and welfare, pension or vacation trust, those payments must be stated on the Certified Payroll Record. The basic wage rate paid per hour plus the employer contributions for benefits, including training and contributions must at least equal the prevailing wage rate for that classification. In accordance with Labor Code section 1771.4 (a)(1) and (c)(1)), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and its subcontractors shall submit their certified payrolls directly to the Department of Industrial Relations’ Labor Commissioner at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html

7. Making Certified Payrolls Available Upon Request. Pursuant to Labor Code section 1776, Contractor and its Subcontractors shall make their Certified Payroll records available for inspection by HACLA at all reasonable hours at the principal office of Contractor on the following basis: (i) a certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to HACLA, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; and (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through HACLA, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. Contractor shall file a certified copy of the payroll records with the entity that requested such records within 10 days after receipt of written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by HACLA, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated so as to prevent disclosure of individual names, addresses and social security numbers, in accordance with Labor Code section 1776.

8. Forfeiture for Failure to Comply with Record Request Laws. Pursuant to Labor Code section 1776(h), Contractor and Subcontractors shall have 10 days in which to comply, subsequent to receipt of written request regarding Certified Payroll Records or Basic Payroll Records. In the event Contractor or Subcontractors fail to strictly comply after such 10 day period, Contractor or Subcontractors shall, as a penalty to HACLA, forfeit \$100.00 for each day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division

of Labor Standards Enforcement, these penalties shall be withheld from any portion of the fees then or thereafter due Contractor. A Contractor is not subject to a penalty assessment due to the failure of Subcontractors to comply with this clause.

9. Apprentice Utilization. Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any Subcontractors under him. Contractor shall comply with the requirements of said sections and any other applicable laws and regulations concerning the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations or from the Division of Apprenticeship Standards.

10. Work Day. In accordance with the provisions and requirements of Labor Code sections 1810-1815, neither Contractor nor any Subcontractor who employs, directs, or controls the work of any worker employed to execute Work done under the Contract, shall require or permit such worker to labor more than 8 hours during any one day and more than 40 hours a week. As mandated by Labor Code section 1813, Contractor shall, as a penalty to HACLA, forfeit \$25.00 for each worker employed in the execution of the Contract by Contractor or by any Subcontractors for each day during which such worker is required or permitted to work more than 8 hours in any one (1) day and more than 40 hours in any one (1) week, unless the worker receives compensation of not less than one and one-half (1-1/2) times the basic rate of pay. As mandated by Labor Code section 1815, all workers performing work in excess 8 hours a day and more than 40 hours during any one week, shall be paid no less than one and one-half (1-1/2) times the basic rate of pay.

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

12. Debarment of Contractors and Subcontractors. Contractors and subcontractors may not perform work on this project if debarred from bidding on, accepting or performing on a public works contract, either as a contractor or subcontractor, by the State of California's Department of Industrial Relations, Division of Labor Standards Enforcement (DLSE). A current list of individuals and entities debarred by the DLSE is available at www.dir.ca.gov/dlse/debar.html.

13. Postings. Contractor and subcontractors must post in conspicuous places all applicable workplace postings which include, but is not limited to, applicable project wages and a 11 x 17 Davis Bacon color poster (WH-1321) in English and Spanish. Other posters that meet employer legal obligations may be downloaded at www.dir.ca.gov/wpnodb.html. For a list of available safety and health postings, visit the Cal/OSHA publications page at www.dir.ca.gov/dosh/puborder.asp. Contractor and subcontractors are responsible for determining and satisfying their state posting requirements.

14. Registration for Public Works (Construction). This project qualifies as a public works project within the meaning of Labor Code section 1771.1. Since the value of this contract exceeds \$25,000, Contractor and its public works subcontractors shall be registered with the Department of Industrial Relations.

15. Project Registration (Construction). Since the value of this contract exceeds \$25,000, HACLA will register this project with the DIR and Contractor and its subcontractors will be responsible for submitting their certified payrolls directly to the Labor Commissioner at www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html in addition to submitting certified weekly payrolls to HACLA or through LCP Tracker. HACLA will notify Contractor of the DIR Project Number prior to the start of work.

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

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

New Year's Day/New Year's Eve	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Veterans Day
Cesar Chavez Day	Thanksgiving Day and the Friday following
Memorial Day	Christmas Day/Christmas Eve
	Juneteenth

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

¹ This Part I is based on Form HUD-51915 (1/2014), Model Form of Agreement Between Owner and Design Professional, as amended. Text within brackets indicates language that has been added or modified by HACLA.

² See the Categories of Service (Exhibit 2) for the areas of professional services listed at Form HUD-51915, Clause A.1.1, and other covered areas.

³ 51915 Clause A.1.2.1. All references to 51915 Clauses in these General Conditions are to form HUD-51915.

⁴ 51915 Clause A.1.2.2

⁵ 51915 Clause A.1.2.3

⁶ 51915 Clause A.1.2.4

⁷ 51915 Clause A.1.2.5

⁸ 51915 Clause A.1.2.6

⁹ 51915 Clause A.1.3

¹⁰ 51915 Clause A.2.1

¹¹ 51915 Clause A.2.2

¹² 51915 Clause B.1.1

¹³ 51915 Clause B.1.2

¹⁴ 51915 Clause B.2.1

¹⁵ 51915 Clause B.3.1

¹⁶ 51915 Clause B.4.1

¹⁷ 51915 Clause B.4.2

¹⁸ 51915 Clause C.1.1

¹⁹ 51915 Clause C.1.2

²⁰ 51915 Clause C.1.3

²¹ 51915 Clause C.1.4

²² 51915 Clause C.1.5

²³ 51915 Clause C.1.6

²⁴ 51915 Clause C.1.7

²⁵ 51915 Clause C.2.1

²⁶ 51915 Clause C.2.2

²⁷ 51915 Clause C.2.3

²⁸ 51915 Clause C.2.4

²⁹ 51915 Clause C.2.4.1

³⁰ 51915 Clause C.2.4.2

³¹ 51915 Clause C.2.4.3

³² 51915 Clause C.2.4.4

³³ 51915 Clause C.2.4.5

³⁴ 51915 Clause C.2.4.6

³⁵ 51915 Clause D.1.0

³⁶ 51915 Clause D.1.1

³⁷ 51915 Clause D.1.2

³⁸ 51915 Clause D.1.3

³⁹ 51915 Clause D.1.4

⁴⁰ 51915 Clause D.1.5

⁴¹ 51915 Clause D.1.6

⁴² 51915 Clause D.1.7

⁴³ 51915 Clause D.1.8

⁴⁴ 51915 Clause E.1.1; 51915-A Clause 1.1

⁴⁵ 51915 Clause E.1.2; 51915-A Clause 1.2 (Applicable to services added to the Master Contract and when services are to a federally funded Task Order)

⁴⁶ 51915 Clause E.1.3; 51915-A Clause 1.3

⁴⁷ 51915 Clause E.1.4; 51915-A Clause 1.4

⁴⁸ 51915 Clause E.1.5; 51915-A Clause 1.5

⁴⁹ 51915 Clause E.1.6; 51915-A Clause 1.6

⁵⁰ 51915 Clause E.1.7; 51915-A Clause 1.7

⁵¹ 51915 Clause E.1.8; 51915-A Clause 1.8

⁵² 51915 Clause E.1.9; 51915-A Clause 1.9

⁵³ 51915 Clause E.1.10; 51915-A Clause 1.10

⁵⁴ 51915 Clause E.1.11; 51915-A Clause 1.11

⁵⁵ With the exception of subparagraph E, all other provisions are from HUD Form 5370-C, Section I, Clause 22. Such substitution is warranted to replace the outdated Section 3 provision at Clause E.1.2 from form HUD-51915 following changes to applicable Section 3 laws and regulations now found at 24 CFR Part 75.

⁵⁶ 51915 Clause E.1.13; 51915-A Clause 1.13

⁵⁷ 51915 Clause E.1.14; 51915-A Clause 1.14

⁵⁸ 51915 Clause E.1.15; 51915-A Clause 1.15

⁵⁹ 51915 Clause E.1.16; 51915-A Clause 1.16

⁶⁰ 51915 Clause E.1.17, Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts, is not applicable.

⁶¹ 51915 Clause E.1.18; 51915-A Clause 1.18

⁶² 41 CFR 60-1.4 and 41 CFR 60-2

⁶³ 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

⁶⁴ This Part I is based on Form HUD-51915 (1/2014), Model Form of Agreement Between Owner and Design Professional, as amended. Text within brackets indicates language that has been added or modified by HACLA.

⁶⁵ Form HUD-51915, Clause A.1.1. All references to 51915 Clauses are to form HUD-51915. 51915 Clauses A.1.2.1 through A.1.3 are omitted from this Scope, as the activities described therein are not applicable to the subject project.

⁶⁶ 51915 Clause A.2.1

⁶⁷ 51915 Clause A.2.2

⁶⁸ 51915 Clause B.1.1

⁶⁹ 51915 Clause B.1.2

⁷⁰ 51915 Clause B.2.1

⁷¹ 51915 Clause B.3.1

⁷² 51915 Clause B.4.1

⁷³ 51915 Clause B.4.2

⁷⁴ 51915 Clause C.1.1

⁷⁵ 51915 Clause C.1.2

⁷⁶ 51915 Clause C.1.3

⁷⁷ 51915 Clause C.1.4

⁷⁸ 51915 Clause C.1.5

⁷⁹ 51915 Clause C.1.6

⁸⁰ 51915 Clause C.1.7

⁸¹ 51915 Clause C.2.1

⁸² 51915 Clause C.2.2

⁸³ 51915 Clause C.2.3

⁸⁴ 51915 Clause C.2.4

⁸⁵ 51915 Clause C.2.4.1

⁸⁶ 51915 Clause C.2.4.2

⁸⁷ 51915 Clause C.2.4.3

⁸⁸ 51915 Clause C.2.4.4

⁸⁹ 51915 Clause C.2.4.5

⁹⁰ 51915 Clause C.2.4.6

⁹¹ 51915 Clause D.1.0

⁹² 51915 Clause D.1.1

⁹³ 51915 Clause D.1.2

⁹⁴ 51915 Clause D.1.3

⁹⁵ 51915 Clause D.1.4

⁹⁶ 51915 Clause D.1.5

⁹⁷ 51915 Clause D.1.6

⁹⁸ 51915 Clause D.1.7

⁹⁹ 51915 Clause D.1.8

¹⁰⁰ 51915 Clause E.1.1; 51915-A Clause 1.1

¹⁰¹ 51915 Clause E.1.2; 51915-A Clause 1.2 (Applicable to services added to the Master Contract and when services are to a federally funded Task Order)

¹⁰² 51915 Clause E.1.3; 51915-A Clause 1.3

¹⁰³ 51915 Clause E.1.4; 51915-A Clause 1.4

¹⁰⁴ 51915 Clause E.1.5; 51915-A Clause 1.5

¹⁰⁵ 51915 Clause E.1.6; 51915-A Clause 1.6

¹⁰⁶ 51915 Clause E.1.7; 51915-A Clause 1.7

¹⁰⁷ 51915 Clause E.1.8; 51915-A Clause 1.8

¹⁰⁸ 51915 Clause E.1.9; 51915-A Clause 1.9

¹⁰⁹ 51915 Clause E.1.10; 51915-A Clause 1.10

¹¹⁰ 51915 Clause E.1.11; 51915-A Clause 1.11

¹¹¹ With the exception of subparagraph E, all other provisions are from HUD Form 5370-C, Section I, Clause 22. Such substitution is warranted to replace the outdated Section 3 provision at Clause E.1.2 from form HUD-51915 following changes to applicable Section 3 laws and regulations now found at 24 CFR Part 75.

¹¹² 51915 Clause E.1.13; 51915-A Clause 1.13

¹¹³ 51915 Clause E.1.14; 51915-A Clause 1.14

¹¹⁴ 51915 Clause E.1.15; 51915-A Clause 1.15

¹¹⁵ 51915 Clause E.1.16; 51915-A Clause 1.16

¹¹⁶ 51915 Clause E.1.17, Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts, is not applicable.

¹¹⁷ 51915 Clause E.1.18; 51915-A Clause 1.18

¹¹⁸ 41 CFR 60-1.4 and 41 CFR 60-2

¹¹⁹ 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

¹²⁰ This Part I is based on Form HUD-51915 (1/2014), Model Form of Agreement Between Owner and Design Professional, as amended. Text within brackets indicates language that has been added or modified by HACLA.

¹²¹ Form HUD-51915, Clause A.1.1. All references to 51915 Clauses are to form HUD-51915. 51915 Clauses A.1.2.1 through A.1.3 are omitted from this Scope, as the activities described therein are not applicable to the subject project.

¹²² 51915 Clause A.2.1

¹²³ 51915 Clause A.2.2

¹²⁴ 51915 Clause B.1.1

¹²⁵ 51915 Clause B.1.2

¹²⁶ 51915 Clause B.2.1

¹²⁷ 51915 Clause B.3.1

¹²⁸ 51915 Clause B.4.1

¹²⁹ 51915 Clause B.4.2

¹³⁰ 51915 Clause C.1.1

¹³¹ 51915 Clause C.1.2

¹³² 51915 Clause C.1.3

¹³³ 51915 Clause C.1.4

¹³⁴ 51915 Clause C.1.5

¹³⁵ 51915 Clause C.1.6

¹³⁶ 51915 Clause C.1.7

¹³⁷ 51915 Clause C.2.1

¹³⁸ 51915 Clause C.2.2

¹³⁹ 51915 Clause C.2.3

¹⁴⁰ 51915 Clause C.2.4

¹⁴¹ 51915 Clause C.2.4.1

¹⁴² 51915 Clause C.2.4.2

¹⁴³ 51915 Clause C.2.4.3

¹⁴⁴ 51915 Clause C.2.4.4

¹⁴⁵ 51915 Clause C.2.4.5

¹⁴⁶ 51915 Clause C.2.4.6

¹⁴⁷ 51915 Clause D.1.0

¹⁴⁸ 51915 Clause D.1.1

¹⁴⁹ 51915 Clause D.1.2

¹⁵⁰ 51915 Clause D.1.3

¹⁵¹ 51915 Clause D.1.4

¹⁵² 51915 Clause D.1.5

¹⁵³ 51915 Clause D.1.6

¹⁵⁴ 51915 Clause D.1.7

¹⁵⁵ 51915 Clause D.1.8

¹⁵⁶ 51915 Clause E.1.1; 51915-A Clause 1.1

¹⁵⁷ 51915 Clause E.1.2; 51915-A Clause 1.2 (Applicable to services added to the Master Contract and when services are to a federally funded Task Order)

¹⁵⁸ 51915 Clause E.1.3; 51915-A Clause 1.3

¹⁵⁹ 51915 Clause E.1.4; 51915-A Clause 1.4

¹⁶⁰ 51915 Clause E.1.5; 51915-A Clause 1.5

¹⁶¹ 51915 Clause E.1.6; 51915-A Clause 1.6

¹⁶² 51915 Clause E.1.7; 51915-A Clause 1.7

¹⁶³ 51915 Clause E.1.8; 51915-A Clause 1.8

¹⁶⁴ 51915 Clause E.1.9; 51915-A Clause 1.9

¹⁶⁵ 51915 Clause E.1.10; 51915-A Clause 1.10

¹⁶⁶ 51915 Clause E.1.11; 51915-A Clause 1.11

¹⁶⁷ With the exception of subparagraph E, all other provisions are from HUD Form 5370-C, Section I, Clause 22. Such substitution is warranted to replace the outdated Section 3 provision at Clause E.1.2 from form HUD-51915 following changes to applicable Section 3 laws and regulations now found at 24 CFR Part 75.

¹⁶⁸ 51915 Clause E.1.13; 51915-A Clause 1.13

¹⁶⁹ 51915 Clause E.1.14; 51915-A Clause 1.14

¹⁷⁰ 51915 Clause E.1.15; 51915-A Clause 1.15

¹⁷¹ 51915 Clause E.1.16; 51915-A Clause 1.16

¹⁷² 51915 Clause E.1.17, Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts, is not applicable.

¹⁷³ 51915 Clause E.1.18; 51915-A Clause 1.18

¹⁷⁴ 41 CFR 60-1.4 and 41 CFR 60-2

¹⁷⁵ 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

¹⁷⁶ This Part I is based on Form HUD-51915 (1/2014), Model Form of Agreement Between Owner and Design Professional, as amended. Text within brackets indicates language that has been added or modified by HACLA.

¹⁷⁷ Form HUD-51915, Clause A.1.1. All references to 51915 Clauses are to form HUD-51915. 51915 Clauses A.1.2.1 through A.1.3 are omitted from this Scope, as the activities described therein are not applicable to the subject project.

¹⁷⁸ 51915 Clause A.2.1

¹⁷⁹ 51915 Clause A.2.2

¹⁸⁰ 51915 Clause B.1.1

¹⁸¹ 51915 Clause B.1.2

¹⁸² 51915 Clause B.2.1

¹⁸³ 51915 Clause B.3.1

¹⁸⁴ 51915 Clause B.4.1

¹⁸⁵ 51915 Clause B.4.2

¹⁸⁶ 51915 Clause C.1.1

¹⁸⁷ 51915 Clause C.1.2

¹⁸⁸ 51915 Clause C.1.3

¹⁸⁹ 51915 Clause C.1.4

¹⁹⁰ 51915 Clause C.1.5

¹⁹¹ 51915 Clause C.1.6

¹⁹² 51915 Clause C.1.7

¹⁹³ 51915 Clause C.2.1

¹⁹⁴ 51915 Clause C.2.2

¹⁹⁵ 51915 Clause C.2.3

¹⁹⁶ 51915 Clause C.2.4

¹⁹⁷ 51915 Clause C.2.4.1

¹⁹⁸ 51915 Clause C.2.4.2

¹⁹⁹ 51915 Clause C.2.4.3

²⁰⁰ 51915 Clause C.2.4.4

²⁰¹ 51915 Clause C.2.4.5

²⁰² 51915 Clause C.2.4.6

²⁰³ 51915 Clause D.1.0

²⁰⁴ 51915 Clause D.1.1

²⁰⁵ 51915 Clause D.1.2

²⁰⁶ 51915 Clause D.1.3

²⁰⁷ 51915 Clause D.1.4

²⁰⁸ 51915 Clause D.1.5

²⁰⁹ 51915 Clause D.1.6

²¹⁰ 51915 Clause D.1.7

²¹¹ 51915 Clause D.1.8

²¹² 51915 Clause E.1.1; 51915-A Clause 1.1

²¹³ 51915 Clause E.1.2; 51915-A Clause 1.2 (Applicable to services added to the Master Contract and when services are to a federally funded Task Order)

²¹⁴ 51915 Clause E.1.3; 51915-A Clause 1.3

²¹⁵ 51915 Clause E.1.4; 51915-A Clause 1.4

²¹⁶ 51915 Clause E.1.5; 51915-A Clause 1.5

²¹⁷ 51915 Clause E.1.6; 51915-A Clause 1.6

²¹⁸ 51915 Clause E.1.7; 51915-A Clause 1.7

²¹⁹ 51915 Clause E.1.8; 51915-A Clause 1.8

²²⁰ 51915 Clause E.1.9; 51915-A Clause 1.9

²²¹ 51915 Clause E.1.10; 51915-A Clause 1.10

²²² 51915 Clause E.1.11; 51915-A Clause 1.11

²²³ With the exception of subparagraph E, all other provisions are from HUD Form 5370-C, Section I, Clause 22. Such substitution is warranted to replace the outdated Section 3 provision at Clause E.1.2 from form HUD-51915 following changes to applicable Section 3 laws and regulations now found at 24 CFR Part 75.

²²⁴ 51915 Clause E.1.13; 51915-A Clause 1.13

²²⁵ 51915 Clause E.1.14; 51915-A Clause 1.14

²²⁶ 51915 Clause E.1.15; 51915-A Clause 1.15

²²⁷ 51915 Clause E.1.16; 51915-A Clause 1.16

²²⁸ 51915 Clause E.1.17, Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts, is not applicable.

²²⁹ 51915 Clause E.1.18; 51915-A Clause 1.18

²³⁰ 41 CFR 60-1.4 and 41 CFR 60-2

²³¹ 2 CFR Part 200, Appendix II (Contracts in Excess of \$150,000)

Exhibit B**CATEGORIES OF SERVICE DESIGNATION FORM**

Firm: _____

DIR Registration No. _____ Expiration: June 30, (YR:) _____

 not registered not applicable (professional services only) _____

Use this form to identify the Category of Service for which your firm is submitting a Statement of Qualifications (SOQ).

Please Note: A separate SOQ must be submitted for each Category of Service being proposed.

Group A (Design)	Topics	SOQ
Architecture	Designing primarily for multi-family housing, low-rise office/commercial buildings and community recreational spaces; accessibility (CASp) inspections and reviews for ADA compliance	<input type="checkbox"/>
Interior Space Planning and Design	Space needs assessments; design interior spaces, including furniture, finishes, color schemes	<input type="checkbox"/>
Landscape Architecture & Design	Planning and design of facility common areas, as well as outdoor recreational and park facilities	<input type="checkbox"/>
Public Art Consultant	Assist in the selection of artists and locations best suited for public art installations and review artist concept designs	<input type="checkbox"/>

Group B (Engineering)	Topics	SOQ
Civil Engineering	Property condition reports; physical needs assessments; feasibility studies; demolition plans; erosion control; land surveying; utility design and utility coordination; civil and structural inspections and analysis; geotechnical and soils; LID reports; structural inspections and analysis; code analyses and reviews	<input type="checkbox"/>
Land Surveying	Field surveys of boundaries, topographic survey and mapping; ALTA/NSPS Land Title Surveys) <i>(Must be registered with the DIR)</i>	<input type="checkbox"/>
Mechanical and Plumbing Engineering	Consulting and design work for the repair, upgrade, and new installation of mechanical and plumbing systems	<input type="checkbox"/>

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Architectural, Engineering and Related Professional Services

RFQ HA-2025-35-MX

Structural Engineering	Structural assessments	<input type="checkbox"/>
Traffic Engineering	Traffic studies and plans, including those related to the City's Safe Routes to School program	<input type="checkbox"/>

Group C (Construction)	Topics	SOQ
Construction & Pre-Construction Services	Project management assistance; analysis of methods of project delivery methods; cost analysis and schedule planning	<input type="checkbox"/>

Group D (Environmental)	Topics	SOQ
Environmental Compliance Consulting	Technical studies and reports for environmental evaluation under CEQA and NEPA, including historical analysis	<input type="checkbox"/>
Environmental Site Assessments & Monitoring; Asbestos, Lead and Haz Substance Assessments & Monitoring	Environmental Site Assessments (ESAs) that meet or exceed the ASTM guidelines, including Phase I and Phase II reports; pre-demolition Environmentally Regulated Materials (ERM) Surveys; post-demolition soil and vapor testing; demolition progress oversight; liaise with regulatory oversight agencies; asbestos, lead testing and hazardous substance laboratory analysis and assessments and abatement project monitoring. Does not include abatement activity or asbestos/lead testing at public housing sites. Requires current public works registration with the DIR.	<input type="checkbox"/>

Group E (Land Use)	Topics	SOQ
Land Use Entitlements & Community Relations	Zoning research and land use analysis; review and assist with processing ministerial applications and discretionary entitlements, including environmental reviews and determinations; pre-development community engagement, consulting and feasibility analysis	<input type="checkbox"/>
Planning Consultant	Analyze projects for compliance with the City's General Plan, Zoning Ordinance, applicable specific plans and other policies; compile and analyze data on economic, social, environmental, and physical factors affecting land use	<input type="checkbox"/>
Urban Planning & Design Services	Conceptual master plans, urban parks and open space designs; assist in communicating planning concepts to decision makers and the community; planning and project feasibility studies	<input checked="" type="checkbox"/>

Check the box and use the space below to propose other architectural/engineering and design related services for HACLA's consideration.

See attached.

Exhibit C**SERVICE PROVIDER RESPONSIBILITY QUESTIONNAIRE**

Name of Firm: _____

All firms submitting SOQs must include this completed Questionnaire.**Use:** This Service Provider Responsibility Questionnaire form will be used to evaluate Provider strength, stability and integrity as a business concern.**Instructions:** Complete all questions, sign and return this Questionnaire with your SOQ.**Confidential:** HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

1. How many years has your business been in business in California under its present business name?

_____ Years

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

 Yes No

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

 Yes No

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

 Yes No

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

 Yes No

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

Yes No

7. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a government contract or the bidding/proposing or performance of a government contract?

Yes No

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

Yes No

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

Signature: _____

This Responsibility Questionnaire must be signed by the same person who signed the Price Form

Exhibit D**DECLARATION OF COMPLIANCE WITH VENDOR DIVERSITY OUTREACH REQUIREMENTS**
(Proof of advertisement if applicable)

HACLA requires vendors/contractors/firms undertake good faith efforts to ensure that Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses are provided opportunities to contract with HACLA for the delivery of goods and services.

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

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

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

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with HACLA’s outreach requirements and that said business will provide to HACLA evidence of the efforts described herein within three working days of such request.

1. Identified SOQ Items

- We identified specific items in the proposal to be performed or procured from MBE/WBE/LSA businesses.
- We **did not** identify such items.

Initial _____

2. Advertisement

Not less than _____ days prior to the submission of the SOQ’s, we advertised for SOQ’s from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**

We **did not** advertise for SOQ’s from MBE/WBE/LSA businesses. Initial _____

3. Written Notice

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

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

4. Participation

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

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

5. Negotiations

We negotiated in good-faith with interested MBE/WBE/LSA businesses and did not unjustifiably reject SOQ’s prepared by any such business. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

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

Company Name

Signature

Title

Exhibit E

LIST OF SUBCONTRACTORS

(submit/list only if subcontractor(s) are to be utilized)

Service Provider certifies that it has investigated the eligibility of each Subcontractor listed below and has determined that none is debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development. **Include Rate Sheets for each listed subcontractor.**

Firm: _____

Business Information	Trade/Business
¹ Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ <input type="checkbox"/> check this box if subcontractor qualifies as Section 3 Business <input type="checkbox"/> check this box if subcontractor is registered with the DIR to perform on public works projects	
² Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ <input type="checkbox"/> check this box if subcontractor qualifies as Section 3 Business <input type="checkbox"/> check this box if subcontractor is registered with the DIR to perform on public works projects	

(Submit additional forms as needed) (Submit additional forms as needed)

Exhibit F

WORKFORCE PROFILE

(attached)

CONTRACTOR WORKFORCE PROFILE

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

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

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

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

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

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

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

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

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

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

Name of Business: _____ Total All Employees: _____

Total Male Employees: _____ Total Female Employees: _____

Exhibit G

SECTION 3 DOCUMENTATION

(Complete and submit if marked applicable)

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

Attached:

Form 1: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Form 2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
SECTION 3 ECONOMIC OPPORTUNITY PLAN

Economic Opportunities for Low- and Very-Low Income Persons:
Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968¹ ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The project that is the subject of this solicitation ("project") will be funded using federal financial assistance (operating and capital funds), and thus qualifies as **Public Housing Financial Assistance** for purposes of Section 3 regulations or is otherwise subject to Section 3 compliance in accordance with HACLA's Section 3 Policy and Compliance Plan. As such, this solicitation and the resulting contract award is subject to compliance with Section 3 regulations and the Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3. **HACLA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark, 30% new hire benchmark and any other commitments made herein or as imposed in the contract.**

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

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

General questions and assistance in completing Section 3 forms can be directed to section3@hacla.org.

Refer to the end of this document for definitions and guidance in completing this form.

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

PROJECT TITLE: _____

Name of Contractor/Service Provider

Contact Name and Title

Services Provided

Business Certifications²

Address

City/State/Zip Code

Phone

Email

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

² Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: _____

1. Does your Business qualify as a Section 3 Business Concern? YES NO

If you answered YES, complete the Section 3 Business Certification Form attached to this exhibit. If you answered NO, you do not need to submit the Section 3 Business Certification with your bid/proposal/quote.

A **Section 3 Business Concern** means a business concern that satisfies **at least one** of the following criteria within the last six-month period:

- a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three-month period has been performed by Section 3 workers; or
- c. The business is at least 51 percent owned and controlled by residents who currently live in public housing or Section 8-assisted housing.

2. Will you be using any subcontractors on this project? YES NO

If you answered YES, complete below. **Remember to provide each listed subcontractor with a copy of these Section 3 forms, and include them with your bid/proposal.**

Subcontractor Name	Trade	Subcontract Dollar Value	Business Certification

3. If awarded a contract, how many people/workforce are needed to complete the job?

Please list the job classifications and number of workers needed for each classification.

Job Title	Current Workforce	Additional Needed

4. If awarded a contract, how many new employment positions do you expect to have available that you can commit to filling by hiring Section 3 Workers and/or Targeted Section 3 Workers? (30% new hire benchmark requirement)

Job Classification/ Position	Number of Expected New Positions you commit to hire Section 3 Worker/Targeted Section 3 Worker	Notes

Bidder/Proposer Name: _____

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

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

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

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

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

6. Labor Hour Benchmarks and Good Faith Efforts

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

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

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

Bidder/Proposer Name: _____

DEFINITIONS

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

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

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

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:
 - (i) The worker is a resident of public housing or Section 8-assisted housing;
 - (ii) The worker is a resident of another project managed by HACLA; or
 - (iii) A YouthBuild participant.

HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at <https://www.huduser.gov/Portal/datasets/il.html#year2024> Please see below 2024 income limits and refer to the link above for annual updates as needed.

Income Eligibility Guideline*
(FY 2024 Los Angeles County HUD Income Limits)

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

Very Low (50%) Income Limit	No more than \$48,550, or
Low (80%) Income Limit	No more than \$77,700

*Note: A **Section 3 worker** can be either a very low or low-income individual.

Bidder/Proposer Name: _____

HIRING PRIORITIES

Employment and training opportunities created for this project shall be given to Section 3 Workers in the following order of priority:

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

LABOR HOUR BENCHMARK GOALS

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

SECTION 3 COMPLIANCE BENCHMARKS:

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

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

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

See <https://www.hacla.org/en/contracts-and-procurement/section-3-and-mbewbe> for more information and graphics explaining the benchmarks.

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

Bidder/Proposer Name: _____

SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM (24 CFR PART 75)

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

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

 YES **NO**

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

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

- i. The business is at least 51 percent owned and controlled by low- or very low-income persons (qualifying income of maximum \$77,700 for FY 2024);
- ii. More than 75 percent of the labor hours performed for the business over the prior three-month period was performed by Section 3 Workers (see page 2 for definition of “Section 3 Worker” or refer to www.hacla.org/section3); or
- iii. The business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Does your business qualify as one of the following?

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

Small Business Enterprise Women Owned Business Labor Surplus Area

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

Signature_____
Name and Title_____
Date

Exhibit H

CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS

(HUD Form 50071)

[ATTACHED]

Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

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

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

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

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

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

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Exhibit I

RATE SHEETS

(Please refer to the Excel Spreadsheet)

Exhibit J

INSTRUCTIONS TO OFFERORS (NON-CONSTRUCTION)
(HUD Form 5369-B)

[ATTACHED]

Instructions to Offerors

Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Exhibit K

CONTRACT

FOR

ARCHITECTURAL, ENGINEERING AND RELATED PROFESSIONAL SERVICES

BETWEEN

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

AND

INSERT CONTRACTOR NAME

Mixed Funding

THIS CONTRACT (“Contract”) is made and entered into this insert start date (“Effective Date”), by and between the Housing Authority of the City of Los Angeles, a public body, corporate and politic (“HACLA”), and insert contractor name, (“Service Provider”). HACLA and Service Provider are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS HACLA requires the professional services described herein, which cannot be provided by regular employees of HACLA;

WHEREAS HACLA has determined that the most effective and feasible manner of obtaining such services is by contracting for them;

WHEREAS using competitive procedures, on insert date, HACLA issued Request for Statement of Qualifications (RFSQ) insert number for Architectural, Engineering and Related Professional Services;

WHEREAS Service Provider submitted a Statement of Qualification (“SOQ”) offering the services described herein (“Services”) on terms and conditions that are acceptable to HACLA;

WHEREAS HACLA is satisfied the Service Provider is qualified to provide professional services under the Categories of Service identified herein;

WHEREAS the Board of Commissioners, by resolution adopted on insert date authorized HACLA to contract with Service Provider for the Services; and

WHEREAS HACLA and Service Provider desire to enter into this Contract for the Services described herein subject to the terms and conditions set forth herein.

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

Section 1. STATEMENT OF SERVICES AND GENERAL CONDITIONS

A. The Service Provider shall, in a manner satisfactory to HACLA, perform the services set forth in the "Scopes of Service and General Conditions" attached hereto as Exhibit 1, and in accordance with its SOQ submitted in response to HACLA's Request for Qualifications ("Service Provider's SOQ"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services attached hereto and the Service Provider's SOQ shall be referred for resolution to HACLA, whose decisions in such matters shall be final and binding on both parties. In performing such Services, the Service Provider shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Service Provider shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

B. The categories of service for which Service Provider is qualified to perform are identified at Exhibit 2 (Categories of Service Selection Form).

Section 2. SERVICE PROVIDER'S DUTIES, WARRANTIES AND RESPONSIBILITIES

A. Service Provider agrees to abide by and perform all of the Services specified in this Contract and all exhibits and attachments thereto, which are incorporated herein by this reference. Service Provider shall provide, furnish, and supply all things necessary and incidental for the Services to be performed, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified herein.

B. Service Provider warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

C. Service Provider further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the services hereunder will not constitute a conflict of interest. Service Provider further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of HACLA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, or (iii) favorable treatment of Service Provider by HACLA in the administration of the Contract or in the making of any determination with respect to Service Provider's performance of its obligations under the Contract.

D. Service Provider warrants that the Work to be performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Service Provider's profession, doing the same or similar work under the same or similar circumstances.

E. Service Provider shall be responsible for any technical accuracy, timely completion of reports, and other services furnished by Service Provider under this [Contract]. Service Provider shall, at no additional cost to HACLA, correct and/or revise any errors, omissions, or other deficiencies in its

reports, calculations, and other services.

Section 3. FEES, PAYMENTS AND INVOICES

A. Fees for Contracted Services. For Service Provider's full and complete performance of its obligations under this Contract, HACL A shall pay Service Provider the fees set forth in the Schedule of Fees attached hereto as Exhibit 3 ("Contract Fees"). The Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit, and shall remain fixed for the entire Contract Term, including any option terms that may be exercised by HACL A.

B. Reimbursable Expenses. The reimbursable expenses identified in the Fee Schedule are recognized as reimbursable expenses that may be reasonably and necessarily incurred in the performance of the Services. Reimbursable expenses are in addition to compensation for Basic and Additional Services and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 must be approved by HACL A, in writing and in advance of incurring the cost. HACL A does not reimburse for local travel costs, including but not limited to travel time from Service Provider's office to HACL A's Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside County.

C. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, HACL A's maximum cumulative payment obligation to Service Provider under this Contract shall be insert sum (\$insert dollar value).

D. Remittance. Unless otherwise stated in this Contract, HACL A will pay all properly invoiced amounts due to Service Provider within 30 days after receipt of such invoice, except for any amounts disputed by HACL A. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, HACL A reserves the right to set off any amount owing to it by Service Provider against any amount payable by HACL A to Service Provider.

E. Automated Deposit of Payments. Service Provider will be paid by Automated Deposit with a Financial Institution that is a member of the Automated Clearing House. Service Provider shall complete HACL A's Automated Deposit Form, which shall be submitted to HACL A prior to the performance of Services under this Contract.

F. Invoices. Service Provider shall submit invoices to HACL A for payment in arrears of work being performed but no more frequently than once per calendar month. Contractor shall invoice HACL A within 30 days of completion of Services. Requests for progress payments shall include the applicable percentage(s) of completion. The Service Provider name on the invoice must be the same as on the purchase order. Invoices shall identify the Contract, Task Order and Purchase Order numbers, and shall include the location, dates, and a description of the Services performed during the billing period.

Invoices shall specify the total amount due and payable as indicated on the Task Order award and purchase order; invoices that do not align with the related Task Order award and purchase order will be rejected for payment until corrected. The invoice must be signed by Service Provider's authorized representative and submitted to HACLA's Project Manager for review and approval.

Section 4. CONTRACT TERM

A. This Contract shall commence as of the Effective Date and continue in full force and effect through *insert date* ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

B. Option Terms. Option terms apply Option terms do not apply

If this paragraph is applicable, the following option terms apply:

(1) 1st Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through *insert date* ("1st Option Term") by giving notice to the Service Provider prior to the expiration of the initial Contract Term.

(2) 2nd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through *insert date* ("2nd Option Term") by giving notice to the Service Provider prior to the expiration of the 1st Option Term.

(3) 3rd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through *insert date* ("3rd Option Term") by giving notice to the Service Provider prior to the expiration of the 2nd Option Term.

(4) 4th Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through *insert date* ("4th Option Term") by giving notice to the Service Provider prior to the expiration of the 3rd Option Term.

(5) 5th Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through *insert date* ("5th Option Term") to allow for completion of ongoing projects. HACLA will provide Service Provider notice of such extension prior to the expiration of the 4th Option Term.

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

Section 5. INSURANCE

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

- (1) Workers' Compensation (statutory)/Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos): \$1,000,000.
- (2) Commercial General Liability (HACLA as an additional insured): \$2,000,000.
- (3) Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder): \$500,000.
- (4) Errors and Omissions (Professional Liability) (HACLA as a certificate holder): \$1,000,000.

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

C. Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and subcontractors, if any, to protect the Service Provider's and HACLA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide HACLA with proof of compliance with this provision upon demand.

D. Except by agreement or instruction of HACLA in writing, Service Provider shall not commence Services prior to the effective date of the insurance required to be furnished by Service Provider. Service Provider's obligations to timely complete the Services shall not be changed by the effective date of such insurance.

Section 6. NOTICES

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

For HACLA:

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

Contracts Department: Housing Authority of the City of Los Angeles
Attn: insert, Contracts Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Service Provider:

To: insert information

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

Section 7. WAGE AND LABOR COMPLIANCE; DIR REGISTRATION

A. Solicitations for services that include land surveying and/or testing activities that may trigger public works requirements. Those projects that qualify as a public works project as defined in Labor Code section 1720, must be performed in accordance with the requirements of Labor Code sections 1720 to 1815, inclusive, and sections 16000 to 17270 of Title 8 of the California Code of Regulations, which govern the payment of prevailing wage rates on public works projects. Additionally, federally-assisted projects may require payment of Davis-Bacon wages and compliance with federal labor standards. Non-federally funded projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code section 1771.4); federally assisted projects are subject to the Department of Labor. Providers employed on such projects and their covered subcontractors will be responsible for complying with applicable wage and labor requirements, including project monitoring activities. Task Order solicitations will include information concerning the applicable State Prevailing and/or Davis-Bacon wage determinations

B. FOR SERVICE PROVIDERS (AND THEIR SUBCONTRACTORS) PERFORMING LAND SURVEYING AND/OR TESTING ACTIVITIES: Service Provider shall remain eligible to perform on public works project by maintaining valid registration with the Department of Industrial Relations (“DIR”). Information concerning the state’s registration program is available at www.dir.ca.gov/PublicWorks/PublicWorks.html.

C. The applicable wage and labor compliance requirements are set forth at Part II of the General Conditions included at Exhibit 1.

Section 8. STAFFING

A. Service Provider shall employ qualified and competent staff. Prior to the commencement of Services, Service Provider shall provide the Task Order Administrator with a list of staff who will perform Services under this Contract (“Personnel List”). The Personnel List shall identify

assigned staff by name, classification and hourly billing rate. Service Provider is responsible for informing the Task Order Administrator of new or substituted personnel and when previously identified personnel have changed their classification and/or billing rate.

B. Upon receipt of written notice from HACLA requesting replacement of unsatisfactory personnel, Service Provider shall replace such personnel in a timely manner. Failure by Service Provider to comply with the provisions of this paragraph shall entitle HACLA, at its option exercised in its sole discretion, to terminate this Contract or to suspend Services until Service Provider complies with this paragraph. All costs or damages associated with such termination or suspension shall be borne by Service Provider, without adjustment in the contract amount or time for completion.

Section 9. SUBCONTRACTING

A. Service Provider and HACLA agree that Service Provider's unique talents, knowledge and experience form a basis for this Contract and that the services to be performed by Service Provider under this Contract are personal in character. Therefore, Service Provider shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any subcontractor not identified in the attached List of Subcontractors at Exhibit 4, unless approved in writing by HACLA. Neither party shall, based on this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

B. To the extent Service Provider is permitted by HACLA to subcontract any portion of this Contract or any duties or obligations hereunder, Service Provider shall remain fully liable and responsible for all acts and omissions of its subcontractors in connection with the Services, as if it engaged in the acts and omissions directly.

Section 10. HACLA'S RIGHTS AND REMEDIES IN GENERAL

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

B. No action or failure to act by HACLA will constitute a waiver of a right afforded it under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by HACLA of

any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in the Contract shall create or give to third parties any claim or right of action against HACLA or Service Provider.

Section 11. CONFIDENTIALITY

A. During the Contract Term and at all times thereafter, Service Provider will: (a) hold all Confidential Information (defined below) in strict trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining HACLA's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information to perform services hereunder and who have executed a confidentiality agreement with the Service Provider at least as protective as the provisions of this section. The provisions of this section shall survive the termination or expiration of this Contract. Service Provider will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Service Provider protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. HACLA owns all rights, title and interest in the Confidential Information. Upon HACLA's request and upon any termination or expiration of this Contract, Service Provider will promptly (a) return to HACLA or, if so directed by HACLA, destroy all Confidential Information (in every form and medium), and (b) certify to HACLA in writing that Service Provider has fully complied with the foregoing obligations.

B. Service Provider shall also comply with applicable State, Federal and HUD statutes, regulations, policies and procedures governing the gathering, use and protection of Confidential Information and security of system(s) including, but not limited to the federal Privacy Act of 1974 (5 U.S.C. § 552a).

C. "Confidential Information" means: (i) any information related to the business or operations of HACLA, including information relating to HACLA's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of HACLA (and proprietary information of third parties provided to Service Provider) which is designated confidential or proprietary, or that Service Provider otherwise knows, or would reasonably be expected to know, is confidential; (iii) Personally Identifiable Information or PII of HACLA's clients, users, applicants, participants, tenants and/or landlords, which consists of any information collected, stored and/or disseminated in the performance of this Contract that permits the identity of an individual to be directly or indirectly inferred, either alone or in combination with other easily accessible sources, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include but are not limited to: name; personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number; physical or email address information; and personal characteristics, including

photographic images (especially of face or other identifying characteristic). Confidential Information does not include information that Service Provider demonstrates to HACLA's satisfaction that: (a) Service Provider lawfully knew prior to HACLA's first disclosure to Service Provider, (b) a third party rightfully disclosed to Service Provider free of any confidentiality duties or obligations, or (c) is, or through no fault of Service provider has become, generally available to the public.

D. If Service Provider receives a subpoena, public records act request, court order, or other legal document requiring release of Confidential Information or documents, or is informed that such an order is forthcoming, Service Provider will immediately provide notice to HACLA's designated contact person for this Contract to permit HACLA to seek a protective order or other similar order if appropriate.

E. Service Provider shall notify HACLA promptly and in writing upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with HACLA to protect such information. Service Provider shall further immediately report to HACLA any security incidents of which it becomes aware, such as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information in Service Provider's possession or electronic interference with HACLA's operations. Service Provider shall make a report to HACLA not more than five (5) business days after learning of such use or disclosure, in which it shall identify to the extent known: (i) nature of the unauthorized use or disclosure; (ii) Confidential Information used or disclosed; (iii) who made the unauthorized disclosure or received unauthorized disclosure; (iv) what Service Provider has done to mitigate the negative effects; (v) what corrective action Service Provider has taken or shall take to prevent similar occurrences. HACLA will have the right to enforce this Contract by specific performance, as well as hold the Service Provider liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent.

Section 12. SECTION 3 COMPLIANCE

A. Service Provider shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, as well as HACLA's Section 3 Policy and Compliance Plan. Additionally, Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Contractor's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Workers or other Section 3 economic opportunities. Service Provider's Section 3 documentation is attached hereto as Exhibit 5 and incorporated herein by this reference.

B. Service Provider shall also ensure that its subcontractors satisfy their obligations as set forth in their respective EOPs, to the extent feasible. Service Provider shall include the Section 3 clause found at <https://www.hacla.org/en/contracts-and-procurement/forms-documents-and-policies> in all applicable subcontracts, revised as appropriate, but substantively the same, for each contract.

C. Service Provider shall submit periodic reports to HACLA demonstrating its efforts to hire Section 3 Workers, commitment achievements, and report labor hours consistent with HUD

Section 3 Benchmarks, as set forth in its EOP.

D. Service Provider's failure to comply with the requirements set forth in this Section 10 may subject Service Provider to the penalties for default under the Section 3 Policy and Compliance Plan, including monetary fines and debarment.

Section 13. INDEMNIFICATION

A. General Indemnification for Design Professionals.³ To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to HACLA) hold harmless and indemnify HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under the Master Contract or a Task Order, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of a Task Order. Service Provider's obligations set forth above shall survive the expiration or termination of the Master Contract, as well as any Option Term, or the termination of a Task Order. HACLA does not, and shall not, waive any rights that it may have against Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to the Master Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

B. General Indemnification for other than Design Professionals.

(1) The Service Provider shall hold harmless, indemnify and defend HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes,

³ "Design Professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in the Master Contract or a Task Order; (ii) any breach of any covenant or other obligation or duty of the Service Provider under the Master Contract or a Task Order or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of the Master Contract, including any Option Term.

(2) HACLA does not and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to the Master Contract. This indemnification provision shall apply regardless of whether said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

C. Indemnification for Patent and Copyright Infringement.

(1) Service Provider shall defend (with legal counsel reasonably acceptable to HACLA), indemnify and hold harmless HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, that may at any time arise for any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons now or hereafter issued.

(2) HACLA will give prompt written notice to Service Provider of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Service Provider shall keep HACLA informed of all developments in the defense of such actions.

(3) If HACLA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Service Provider shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Service Provider

cannot so procure such right within a reasonable time, Service Provider shall promptly, at Service Provider's option and at Service Provider's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

Above paragraphs (1) and (2) hereof shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by HACLA and not offered or recommended by Service Provider to HACLA or (ii) arising from modifications to the Work by HACLA or its agents after acceptance of the Work. The obligations set forth in this Indemnification for Patent and Copyright Infringement clause shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

Section 14. MISCELLANEOUS PROVISIONS

A. Successorship. Service Provider and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

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

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

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

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

F. No Attorney Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear its own costs and expenses,

including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

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

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

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

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

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

L. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

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

N. Performance Evaluation. Service Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Service Provider, will be evaluated in accordance with HACLA's Service Provider Evaluation Form, a copy of which

is available at www.hacla.org/forms (copy available upon request). Service Provider understands and agrees that HACLA may rely upon completed Service Provider Evaluation Forms in assessing Service Provider’s qualifications, responsibility and ability to perform on future contracting opportunities with HACLA, and further, that an over-all assessment of “Unsatisfactory”, may result in the Service Provider’s disqualification or debarment from future contracting opportunities with HACLA.

[THIS PORTION INTENTIONALLY BLANK]

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

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

Approved as to form

**HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES**

By: _____
LEGAL COUNSEL

By: _____
MARLENE GARZA
Chief Administrative Officer

Name: _____

insert Service Provider name

By: _____
(Signature of Person Authorized to Sign)

(Printed Name of Person Authorized to Sign)

Title: _____

ATTACHMENT 1**HACLA'S PROCEDURES FOR SOLICITATION AND AWARD OF A/E TASK ORDERS**

The following summarizes the procedures the Housing Authority of the City of Los Angeles ("HACLA") will utilize in support of HACLA's Architectural/Engineering Task Order Program ("A/E Task Order Program") and implementation of Task Orders awarded in accordance with Request for Qualifications (RFQ) HA-2024-35-MX. **These are internal procedures that are subject to change to suit HACLA's administrative needs.**

A. DEFINED TERMS

"A/E Program Administrator" refers to the HACLA employee responsible for issuing Requests for Services on behalf of requesting departments, receiving Service Proposals, coordinating approvals for Task Orders and, in coordination with the Purchasing Manager, performing general administrative duties in furtherance of the A/E Task Order Program and in support of requesting departments.

"Category of Service" (or "Categories of Service") refers to the Service categories included in the RFQ or as otherwise included in awarded contracts.

"Deputy General Counsel – General Services" (as used in these Procedures) refers to the HACLA employee who is responsible for HACLA's Contracts and Purchasing Unit.

"Master Contract" refers to the Contract for Services awarded by HACLA to Service Providers pursuant to RFQ-HA-2024-35-MX.

"Notice to Proceed" refers to the written notice issued by HACLA that directs the selected Service Provider to perform the Services in accordance with the Task Order.

"Purchasing Manager" (as used in these Procedures) refers to the HACLA employee responsible for approving A/E Task Order Program purchase orders, tracking Task Order spends against Master Contracts and approving contracting spending limits.

"Request for Service Proposal" or "RSP" refers to the Request for Service Proposal, which is issued by HACLA to solicit for A/E Services. The RSP will identify key dates: time in which to declare election to participate, time to submit written questions, and the Service Proposal submission deadline. The RSP will include a project description, Scope of Services and timeline for the completion of the requested Services. The RSP will also specify the project funding source (federal or non-federal), the applicability of Section 3 commitments and, for surveying and testing activities, the applicability of prevailing wages (State prevailing and/or Davis-Bacon).

"Service Proposal" refers to the Service Provider's proposal submitted in response to an RSP. The Service Proposal, as negotiated between the parties, will serve as the Scope of Services for the Task Order that

results from the RSP.

“Service Provider” or “Provider” refers to a firm that has executed a Master Contract with HACLA to provide Services pursuant to RFQ-HA-2024-35-MX.

“Service Provider List” refers to a list of Service Providers qualified to perform Services, with the firms ranked, highest to lowest, based on their RFQ evaluation rankings. Service Provider Lists are created for each Category of Service. The A/E Program Administrator will establish and maintain the Service Provider List, which will include the subcontractors authorized to provide services for each listed Provider.

“Services” refers to the services to be performed by the awarded Service Provider under an approved Task Order. The Scope of Services applicable to each project will depend upon the project scale and funding source(s); the Scope will be identified in the RSP and the Task Order.

“Task Order” refers to the HACLA’s award of Services to a Service Provider following successful negotiation of a Service Proposal. The Task Order memorializes the terms and conditions applicable to the Service Provider for the performance of Services for the project.

B. SOLICITING FOR SERVICES

1. **Services with an estimated valued of less than \$25,000.** For projects with an estimated value of \$25,000 or less, the A/E Program Administrator will solicit to qualified Service Providers on a rotating basis. The first RSP issued for a Category of Service will be solicited to the highest ranked Service Provider for that Category of Service, the second RSP will be solicited to the next highest ranked Service Provider for that Category of Service, and so on. However, if the project qualifies as a public works project for which DIR¹ registration is required and the Service Provider next in the rotation is not registered, then the RSP will be solicited to the qualified Service Provider next in the rotation who is registered to perform on such projects. If the solicited Service Provider indicates it is electing not to participate (see below), the A/E Program Administrator will solicit the next qualified Service Provider in the rotation.

2. **Services with an estimated valued \$25,000 or more.** For projects with an estimated value of \$25,000, the A/E Program Administrator will solicit all qualified Service Providers within that Category of Service. Exception is made for Categories of Services with five or more qualified Service Providers, which will be split into two or more groups, with the Service Providers within in each group solicited. For example, the first RSP issued for that Category of Service will be solicited to all the Service Providers in Group A, the second RSP will be solicited to all the Service Providers in Group B, and so on. The A/E Program Administrator will endeavor to create balanced Groups so that one Group does not have a higher concentration of high ranking (or lower ranking) Providers than another Group.

3. **Review and Negotiation.** The requesting department will review all proposals received in response to the RSP and will select the Service Proposal that offers HACLA the “best value,” which is

¹ DIR: Department of Industrial Relations

generally defined by HACLA's Procurement Policy as a proposal for services that offers the most advantageous value to HACLA.

C. RESPONDING TO REQUESTS FOR SERVICES

1. **Election to Participate.** Service Providers are required to inform the A/E Program Administrator within three business days of receipt of an RSP if (i) the firm elects to provide a Service Proposal within the time indicated in the RSP or (ii) the firm elects not to submit a Service Proposal, in which case the firm should include an explanation supporting its election not to participate. Where the Service Provider has elected to submit a Service Proposal, the Service Proposal must be submitted to the A/E Program Administrator within the time provided in the RSP. Submitting a proposal after the submission due date required by an RSP will be considered a failure to respond to the RSP. HACLA reserves the right to terminate Master Contracts of Service Providers that repeatedly elect not to respond to RSPs.

2. **Service Proposal Content.** Unless otherwise stated in the RSP, Service Proposals shall include the following: a work plan that explains the Service Provider's approach to performing the Services; a schedule of performance and list of the deliverables to be provided; a staffing schedule and list of proposed subcontractors; proposal for pricing that aligns with the Provider's Master Contract; and any other submissions specifically requested in the RSP.

3. **Receipt of Questions, Requests and Proposals.** The A/E Program Administrator will receive all timely questions and /or requests for documents and/or information, which will be forwarded to the requesting department for response. The A/E Program Administrator will also receive Service Proposals, which will be forwarded to the requesting department for review and negotiation.

D. REVIEWING AND NEGOTIATING SERVICE PROPOSALS

1. **Review and Negotiation.** Service Proposals will be reviewed and negotiated by the requesting department. Where more than one Service Proposal is received, the department will identify the Service Proposal that appears to be the most advantageous to HACLA and will negotiate first with that Provider. The goal of Service Proposal negotiations is for the parties to agree on the terms and conditions for the Task Order that will result in the delivery of the Services at a fair and reasonable price. The items typically negotiated include the work plan, schedule of performance, personnel to be assigned and price.

2. **Failed Negotiations.** If the parties are unable to successfully negotiate a Task Order within a reasonable time, HACLA may exercise its right to suspend negotiations and either consider the next highest ranked Service Proposal (where multiple Proposals are received) or solicit to the next qualified Service Provider in the rotation (where only one qualified Provider was solicited). Once negotiations for a particular Service Proposal are suspended, HACLA will not re-enter into negotiations with that same Service Provider.

3. **Processing Accepted Service Proposals.** Accepted Service Proposals will be reviewed by the A/E Program Administrator, who will confirm the proposed rates align with the Master Contract and that the project price is reasonable based on applicable procurement standards. The A/E Program Administrator will then prepare and transmit the Request for Task Order Award to the Purchasing Manager and the Deputy General Counsel – General Services for review and approval.

4. **Exemptions.** All Task Orders for the A/E Task Order Program will be awarded pursuant to one of the above processes, unless the Deputy General Counsel – General Services or his/her designee finds sufficient grounds to apply one of the following exceptions:

(a) HACLA's need for the Services is so urgent that following the established process would result in unacceptable delays.

(b) The Services required are so closely associated with Services being performed under a previously awarded Task Order or Contract and it is in HACLA's best interest to award the Task Order to the Service Provider currently providing those Services to ensure continuity of services without undue interruptions, delays or unnecessarily additional expense.

(c) It is necessary to award a Task Order to a particular Service Provider to satisfy contractual commitments.

(d) Based on material facts and circumstances it is most advantageous to HACLA to award Services through other lawful means.

E. PROJECT AWARD

Upon receipt of the requisite approvals, the A/E Program Administrator will provide the requesting department with the documents necessary to requisition the requested Services and the Task Order, which will issue to the Service Provider with the Purchase Order.



REQUIREMENTS FOR REIMBURSEMENT OF TRAVEL-RELATED EXPENSES

These requirements are applicable when the Housing Authority of the City of Los Angeles (HACLA) agrees to reimburse eligible Service Providers for necessary and reasonable travel expenses incurred while performing contracted services. Unless otherwise expressly authorized by HACLA, the only Service Providers eligible for travel reimbursement payments are those whose regular place of business is located in excess of one hundred (100) miles from the project site, or, in the absence of a project site, HACLA's central business office at 2600 Wilshire Boulevard, Los Angeles, California (i.e., "non-local" travel). Service Providers shall ensure that all travel on behalf of HACLA is necessary and allowable under the contract.

Any travel for which a claim for reimbursement will be submitted requires HACLA's prior written authorization. Service Providers shall be solely responsible for any travel-related expenses incurred without HACLA's prior written authorization.

HACLA will not reimburse for any extraordinary travel, lodging or subsistence expenses that are beyond the posted GSA rates for the appropriate travel area. Transportation charges, regardless of duration or destination, must be at the lowest practical and available fare. Upgrades from basic (coach) services will not be reimbursed. Service Providers should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. Travel should be planned as far in advance as possible to take advantage of discounted fares.

Requests for reimbursement shall be submitted within sixty days of the last date of travel, on a proper invoice with supporting receipts, invoices and/or other proof of expenditures. The invoice shall describe the dates, destinations and purpose of the travel and shall include a copy of HACLA's written travel authorization.