

**Exhibit E**  
**Experience Forms**

**Part 1: Experience and Organizational Capacity**

**Completed Projects**

Please provide the following information for **similar projects completed** in the last 5 years. **Please limit response to 5 completed projects.** Please list in the order completed, beginning with the most recent. You may use the form provided here or create your own format as long as the required information below is included.

1. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

4. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_

General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_

Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.

\_\_\_\_\_  
\_\_\_\_\_

5. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_

New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Completion Date \_\_\_\_\_

Lead and Support Staff \_\_\_\_\_

Property Owner \_\_\_\_\_

Property Owner Contact Name and Phone Number \_\_\_\_\_

General Contractor \_\_\_\_\_

General Contractor Contact Name and Phone Number \_\_\_\_\_

Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.

\_\_\_\_\_  
\_\_\_\_\_

## Part 2: Experience and Organizational Capacity

### Current Projects

Please provide the following information for **similar projects** presently under contract. **Please limit response to 5 completed projects.** You may use the form provided here or create your own format as long as the required information below is included.

1. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Estimated % of Current Workload \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Estimated % of Current Workload \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

3. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Estimated % of Current Workload \_\_\_\_\_  
Property Owner \_\_\_\_\_  
Property Owner Contact Name and Phone Number \_\_\_\_\_  
General Contractor \_\_\_\_\_  
General Contractor Contact Name and Phone Number \_\_\_\_\_  
Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.  
\_\_\_\_\_  
\_\_\_\_\_

4. Project Name \_\_\_\_\_ Location \_\_\_\_\_  
# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_  
New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_  
Lead and Support Staff \_\_\_\_\_  
Estimated % of Current Workload \_\_\_\_\_  
Property Owner \_\_\_\_\_

Property Owner Contact Name and Phone Number \_\_\_\_\_

General Contractor \_\_\_\_\_

General Contractor Contact Name and Phone Number \_\_\_\_\_

Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.

\_\_\_\_\_  
\_\_\_\_\_

5. Project Name \_\_\_\_\_ Location \_\_\_\_\_

# of Units \_\_\_\_\_ # of Stories, Building Type \_\_\_\_\_

New Construction \_\_\_\_\_ Rehab \_\_\_\_\_ Estimated Completion Date \_\_\_\_\_

Lead and Support Staff \_\_\_\_\_

Estimated % of Current Workload \_\_\_\_\_

Property Owner \_\_\_\_\_

Property Owner Contact Name and Phone Number \_\_\_\_\_

General Contractor \_\_\_\_\_

General Contractor Contact Name and Phone Number \_\_\_\_\_

Project Description: Please include a brief description of your firm's involvement, special project features, any reasons for delay & other relevant information.

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit F**  
**Insurance Requirements**

Insurance Provided by Contractor

If any insurance requirements of any lender are made a part of this contract, then the contractor must comply with those lender requirements where they are greater than the requirements listed herein.

11.1 CONTRACTOR'S INSURANCE

11.1.1 Contractor's Liability Insurance

Prior to commencement of any operations by or on behalf of Contractor relating to the project, Contractor shall at its sole expense, procure and maintain the following forms of insurance in companies and amounts acceptable to Owner.

11.1.1.1 Worker's Compensation and Employer's Liability Insurance.

Worker's Compensation insurance shall be provided as required by any applicable law or regulations. Employer's Liability insurance shall be provided in amounts not less than:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

If there is any exposure to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act or under law, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. Contractors' insurer shall provide a waiver of subrogation endorsement as required for in 11.1.2.

11.1.1.2 General Liability Insurance.

General Liability insurance shall be written on either the Comprehensive General Liability or Commercial General Liability policy form covering all operations by or on behalf of Contractor providing insurance for bodily injury, property damage and personal injury liability for the limits of liability indicated below and including coverage for:

(1) premises and operations;

(2) products and completed operations;

\$1,000,000 aggregate for products-completed operations;

\$1,000,000 general aggregate;

If the policy does not have an endorsement providing that the general aggregate limit applies separately to this project or if defense costs are included in the general aggregate limit, then the required aggregate limit shall be \$2,000,000.

The limits of liability may be a combination of Commercial General Liability and Excess or Umbrella Liability insurance policies.

#### 11.1.1.3 Automobile Liability Insurance

Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 each accident for bodily injury and property damage. The limits of liability may be a combination of automobile liability insurance and Excess or Umbrella Liability policies.

If Contractor's general liability insurance is a Commercial General liability policy, then Contractor's automobile liability insurance policy shall include coverage for automobile contractual liability.

If Contractor or its subcontractors haul hazardous waste or contaminated materials, they must carry automobile liability insurance with coverage for pollution events arising from such cargo by vehicular accidents, leaks, releases or loading and unloading. Such coverage must be provided by not less than the attachment of the MCS 90 endorsement to the policy.

#### 11.1.1.4 Watercraft Liability Insurance.

If the Contractor or its subcontractors use any owned, leased, chartered or hired watercraft of any type in the performance of this contract, they shall maintain watercraft liability insurance in an amount not less than \$1,000,000 per occurrence.

#### 11.1.1.5 Aircraft Liability Insurance.

If the Contractor or its subcontractors use any owned, leased chartered or hired aircraft of any type (including helicopters) in the performance of this contract, they shall maintain aircraft liability insurance in an amount not less than \$5,000,000 per occurrence including Passenger Liability or shall require their subcontractor to provide coverage in an amount not less than \$5,000,000 in limits and shall have named as additional insured Contractor and Owner. Acceptable evidence of coverage and additional insured status shall be provided prior to any work being performed.

#### 11.1.1.6 Professional Liability Insurance.

If the Contractor or its subcontractors provides design or design/build services to the project, they shall provide professional liability insurance in an amount not less than \$1,000,000 and in forms acceptable to the Owner prior to commencement of design activities. The coverage must include coverage for contractual liability assumed under this agreement. Additional insured status for the project owner shall be provided prior to any work being performed.

#### 11.1.1.7 Contractor's Pollution Liability Insurance.

If Contractor or its subcontractors are required to perform remedial operations such as excavation and/or removal of contaminated soils, asbestos, lead or other hazardous wastes, then they must carry pollution liability insurance with limits not less than \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. If subcontractor or their subcontractors haul hazardous waste, they must carry Automobile Liability Insurance with a \$2,000,000 combined single limit per occurrence for Bodily Injury and Property Damage applicable to all hazardous waste hauling vehicles and include endorsement MCS 90. Where Contractor or their subcontractor is installing mechanical systems or exterior insulation and finish systems, Contractor or subcontractor shall provide Contractor's Pollution Liability which includes coverage for "mold" with limits of liability of not less than \$1,000,000 per occurrence naming Owner as additional insured including coverage for contractual liability. The coverage must be written on an "Occurrence" form. A "CLAIMS MADE" or "Modified Occurrence" form is not acceptable without prior approval of Owner.

#### 11.1.2 Additional Conditions

All insurance required under this agreement shall contain a waiver of subrogation as to the Owner, its directors, officer and employees.

All liability policies required under this agreement (except Worker's Compensation under 11.1.1.1 and Professional Liability under 11.1.1.6) shall include a provision or endorsement naming the Owner, the Architect, any Lender, and their directors, officers and employees as additional insureds. However, such provision or endorsement shall be provided using Insurance Services Office (ISO) form CG 2010 11/85, the combination of CG 2010 (10/01) and CG 2037 (10/01) or their equivalent. Such provision or endorsement shall not apply as respects pollution from premises owned, rented or controlled by the Owner. Each policy shall stipulate that the insurance afforded to the additional insureds shall apply as primary insurance and that any other insurance carried by the Owner, or any Lender, or their directors, officers or employees will be excess only and will not contribute.

#### 11.1.3 Certificates of Insurance

Certificates of Insurance and related endorsements shall be furnished by Contractor to Owner before any work hereunder is commenced by or on behalf of Contractor. The

Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice (except ten (10) days for non-payment of premium) by registered mail to Owner and Architect. Copies of all policies required by this agreement shall be made available to the Owner at Owner's request.

Contractor shall ensure that all tiers of its subcontractors procure and maintain insurance in like form including the Additional Insured requirements sets forth in 11.1.2. The limits of such insurance shall be agreed upon between Owner and Contractor.

#### 11.1.3.1 List of Additional Insured's

See list attached at the end of this Exhibit.

#### 11.1.4 Acceptance of Contractor Insurance

The required insurance shall be subject to the approval of Owner, but any acceptance of insurance certificates and endorsements by Owner shall in no way limit or relieve Contractor of the duties and responsibilities by said Contractor in this agreement. If higher limits or other forms of insurance are required in the Contract Documents, Contractor will comply with such requirements.

#### 11.1.5 Failure of Owner to Enforce

Failure of Owner to enforce in a timely manner any of the provisions of this addendum shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this agreement. Any exceptions to the provisions of this addendum must be delineated in this agreement.

### 11.4 PROPERTY AND LOSS OF USE INSURANCE

#### 11.4.1 Property Insurance

Unless otherwise provided, the Owner shall purchase and maintain property insurance in the amount of the initial contract sum for the entire Work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents until substantial completion or certificate of occupancy, whichever is earlier. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work. Owner, Contractor and subcontractors of all tiers shall be named as insured under this policy.

#### 11.4.1.1 Perils and Property Insured

Property insurance shall insure against risks of direct physical loss, except as otherwise excluded. The term "risks of direct physical loss" includes, without duplication of coverage, the perils of fire, extended coverage, theft, vandalism, malicious mischief, and collapse. The perils of earthquake and flood shall be excluded. Coverage for earthquake, flood or other perils shall not be required unless otherwise provided in the Contract Documents.

Coverage shall apply to the Work, any false work, temporary buildings (but not trailers), and property or materials to be included in the Work and while at temporary locations away from the jobsite or in transit on land in the United States or its navigable waters, but not including tools, machinery, equipment, trailers and sheds belonging to the Contractor, Subcontractors or Sub-subcontractors. Coverage for debris removal including demolition occasioned by enforcement of any applicable legal requirements shall be included.

#### 11.4.1.2 Deductibles

The property insurance shall be arranged with a minimum deductible of \$5,000 per loss, if reasonably available. The Contractor shall pay costs not covered because of such deductible. If the Owner can not reasonably obtain coverage with a deductible of \$5,000 per loss, but can obtain coverage with a higher deductible, then the Contractor shall pay costs not covered because of such higher deductible up to the amount of the deductible, but in no event greater than \$10,000 per loss.

#### 11.4.2 Copies of Required Insurances

At the Contractor's request, the Owner shall file with the Contractor a copy of each policy that includes insurance coverage's required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days' prior notice has been given to the Owner.

#### 11.4.3 Partial Occupancy

Partial Occupancy or Use in accordance with paragraph 9.9 shall be allowed as desired by the Owner. The property insurance required under paragraphs 11.3.1 and 11.3.2 shall include consent to such partial occupancy or use at inception of coverage.

11.4.4 Waivers of Subrogation. The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this paragraph 11.4.

11.4.5 A loss insured under Owner's property insurance shall be adjusted by the Owner and made payable to the owner for the insured's, as their interests may appear, subject to requirements of any applicable mortgagee clause. Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor and shall require that subcontractors make payments to any of their sub-subcontractors in a similar manner.

11.4.6 Additional Insured's will be as follows:

City of Sunnyvale

Momentum for Mental Health

Mail certificates and endorsements C/O  
Attn: Richard Gutierrez  
City of Sunnyvale Housing  
456 W. Olive Ave.  
Sunnyvale, CA 94086

**Exhibit G**  
**CDBG / HOME Requirements**

**CITY OF SUNNYVALE HOME INVESTMENT PARTNERSHIPS PROGRAM  
SUPPLEMENTAL GENERAL CONDITIONS**

The Project to be constructed pursuant to this Contract will be financed with assistance from the City of Sunnyvale Home Investment Partnerships Program (“the City”) and is subject to, but not limited to, the following Supplemental General Conditions.

These following Supplemental General Conditions are hereby made a part of this Contract and shall supplement and/or supersede any articles of these specifications in conflict therewith. Any subsequent and/or addenda issued after these specifications have been prepared shall supplement and/or supersede any articles of these specifications.

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**1. Application to Subcontractors**

No money under this Contract shall be disbursed by the Contractor to any Subcontractor or agency except pursuant to a written contract which incorporates the conditions listed herein to the extent they are applicable.

**2. Definitions**

The following terms as used in these Supplemental General Conditions are respectively defined as follows:

- (A) "**Contract**" means the entire agreement entered into between the Owner and the Contractor. It includes the Invitation for Bids, Instructions to Bidders, the form of Bid, the Bid Bond or Letter of Credit, the Performance and Payment Bond (or other form of assurance of completion), Non-Collusive Affidavit, Notice to Proceed, the form of Construction Contract, General Conditions of the Contract for Construction, any applicable Special Conditions, and specifications and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (B) "**Contractor**": A person, firm or corporation with whom the Contract is made by the Owner or Developer.
- (C) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- (E) "**Project**": Work to be performed at the location of the Project, including the transportation of materials and supplies to or from the location of the Project by employees of the Contractor and any Subcontractor.
- (F) "**Subcontract**": Any agreement, other than one involving an employer-employee relationship, entered into by the Contractor calling for supplies or services required solely for the performance of the Contract or another Subcontract.
- (G) "**Subcontractor**": A person, firm or corporation supplying labor and materials or only labor for work at the site of the Project for, and under separate Contract or agreement with, the Contractor.

*This Section is applicable to all Contracts and Subcontracts over \$100,000. No Contract shall be made to parties listed on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."*

**3. Certification, Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions** (Required by the regulations implementing Executive Order 12549 and Executive Order 12689), Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211)).

By signing this Contract, the Contractor (the prospective recipient of Federal assistance funds) hereby certifies that:

- (A) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (B) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal/Contract.
- (C) Additionally:
  - 1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
  - 2. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - 3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - 4. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
  - 5. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph (C)4, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the DOL may pursue available remedies, including suspension and/or debarment.

4. *This Section is applicable to all Contracts and Subcontracts.*

**Workers' Compensation**

By signing this Contract, the Contractor hereby certifies that it is aware of the provisions of §3700 et seq. of the State of California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Contract.

5. *This Section is applicable to all Contracts and Subcontracts of \$100,000 or more.*

**Bonding Requirements (24 CFR Part 85.36)**

For construction or facility improvement Contracts or Subcontracts exceeding the simplified acquisition threshold [4 USC §403(11) currently sets the threshold at \$100,000], the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (A) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (B) A performance bond on the part of the Contractor for 100 percent of the Contract price. A "performance bond" is one executed in connection with a Contract to secure fulfillment of all the Contractor's obligations under such Contract.

- (C) A payment bond on the part of the Contractor for 100 percent of the Contract price. A "payment bond" is one executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

6. *This Section is applicable to all Contracts and Subcontracts.*

**Access to Records and Retention of Records (24 CFR Part 92.508 & 24 CFR Part 85.36(l)(10) & (11))**

- (A) **Access to Records.** The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor and Subcontractor which are directly pertinent to this specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions from such records including, but not limited to, Contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract. Such access shall be granted at any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary.
- (B) **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, Contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
- (C) **Retention of Records.** All required records must be maintained by the Contractor for five years after grantee makes final payments and all other pending matters are closed. (This is two years longer than the federal requirement of three years.)

7. **Equal Opportunity Provisions**

(A) *This Section is applicable to all Contracts and Subcontracts.*

**Minority Business Enterprise** (Executive Orders 11625 "Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise", dated October 13, 1971 and 12432 "Minority Business Enterprise Development", dated July 14, 1983) **and Women's Business Enterprise** (Executive Order 12138 "Creating a National Women's Business Enterprise Policy and Prescribing Arrangements for Developing, Coordinating and Implementing a National Program for Women's Business Enterprise", dated May 18, 1979).

Affirmative steps must be taken by all contractors to assure that small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through Subcontracting.
4. Where possible, establish delivery schedules which will encourage such

participation.

5. Keep records of efforts and results.

**(B)** *This Section is applicable to all Contracts and Subcontracts.*

**Civil Rights, HCD, and Age Discrimination Acts Assurances.**

During the performance of this Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Contract, as required by Title VI of the Civil Rights Act of 1964 (42 USC 2000d <> 24 CFR Part 1), Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5309 <> 24 CFR Part 6), and the Age Discrimination Act of 1975, as amended (42 USC 6101-07 <> 24 CFR Part 146) which prohibits discrimination on the basis of age, and all implementing regulations.

**(C)** *This Section is applicable to all Contracts and Subcontracts.*

**State Nondiscrimination Clause.**

1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f) et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all Subcontracts to perform work under the Contract.

**(D)** *This Section is applicable to all Contracts and Subcontracts of \$10,000 or more.*

**Equal Employment Opportunity Clause**

**Section 202 Equal Employment Opportunity Clause (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67 and Executive Order 12086 dated Oct. 5, 1978, and as supplemented in Department of Labor Regulations (41 CFR, Part 60 1.4 (b))**

The Contractor hereby agrees that it will incorporate or cause to be incorporated the following equal opportunity clause into any Contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the

Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, Contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, Contract, loan, insurance, or guarantee:

**During the performance of this Contract, the Contractor agrees as follows:**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order

of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

- (E) *This Section is applicable to all Contracts and Subcontracts of \$10,000 or more.*  
**Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity: Executive Order 11246:**

The "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" require timetables and goals for minority and female participation, ***expressed in percentage terms*** for the Contractor's aggregate workforce ***in each trade*** on all construction work ***in the covered area***, as follows:

**MINORITY AND FEMALE PARTICIPATION**  
**Percentages – Until Further Notice**

GOALS FOR <b><u>MINORITY</u></b> PARTICIPATION	PARTICIPATION IN EACH TRADE	GOALS FOR <b><u>WOMEN</u></b> PARTICIPATION	PARTICIPATION IN EACH TRADE
<b>All Trades</b>	<b>County: Santa Clara County %</b>	<b>19.60</b>	<b>6.9% (Statewide)</b>

County	Minority Goal		County	Minority Goal		County	Minority Goal
Alameda	25.80%		Marin	25.80%		San Luis Obispo	24.60%
Alpine	19.80%		Mariposa	19.80%		San Mateo	25.80%
Amador	19.80%		Mendocino	23.20%		Santa Barbara	19.70%
Butte	14.30%		Merced	19.80%		Santa Clara	19.60%
Calaveras	19.80%		Modoc	6.80%		Santa Cruz	14.90%
Colusa	14.30%		Mono	23.60%		Shasta	6.80%
Contra Costa	25.80%		Monterey	28.90%		Sierra	14.30%
Del Norte	6.60%		Napa	17.10%		Siskiyou	6.80%
El Dorado	14.30%		Nevada	14.30%		Solano	17.10%
Fresno	26.10%		Orange	11.90%		Sonoma	9.10%
Glenn	14.30%		Placer	16.10%		Stanislaus	12.30%
Humboldt	6.60%		Plumas	6.80%		Sutter	14.30%
Imperial	16.20%		Riverside	19.0%		Tehama	6.80%
Inyo	24.60%		Sacramento	16.10%		Trinity	6.60%
Kern	19.10%		San Benito	23.20%		Tulare	23.60%
Kings	23.60%		San Bernardino	19.0%		Tuolumne	19.80%
Lake	23.20%		San Diego	16.9%		Ventura	21.50%
Lassen	6.80%		San Francisco	25.80%		Yolo	16.10%
Los Angeles	28.30%		San Joaquin	24.30%		Yuba	14.30%
Madera	23.60%						

These goals are applicable to all of the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area and are applicable from the execution of this Contract until project completion.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity

Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the Contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its Projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction Subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the Subcontractor, estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Subcontract is to be performed. See #5 below for the list of OFCCP offices.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is the City of Sunnyvale in Santa Clara County.
5. List of California District OFCCP Offices

	<u>District Offices</u>	<u>Counties Served by District Office</u>
Santa Barbara,	OFCCP District Director U.S. Department of Labor 11000 Wilshire Blvd., Suite 8103 Los Angeles, CA 90024 Ph (310) 235-6800/Fax (310) 235-6833	Inyo, Kern, Los Angeles, San Luis Obispo, Tulare, Ventura
Sacramento, Shasta, Sierra, Trinity, Yolo,	OFCCP District Director U.S. Department of Labor Marin, Mendocino, 1301 Clay St., Suite 1080-N Oakland, CA 94612 Ph (510) 637-2938/Fax (510) 637-2946	Alameda, Amador, Butte, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Modoc, Napa, Nevada, Placer, Plumas, San Francisco, San Joaquin, San Mateo, Siskiyou, Solano, Sonoma, Sutter, Tehama, Yuba
	OFCCP District Director U.S. Department of Labor 5675 Ruffin Rd, Suite 320 San Diego, CA 92123-5378	Imperial, San Diego

Ph (619) 557-6489/Fax (619) 557-6609

Mariposa, OFCCP District Director Alpine, Calaveras, Fresno, Kings, Madera,  
Clara, U.S. Department of Labor Merced, Mono, Monterey, San Benito, Santa  
60 S. Market St., Suite 410 Santa Cruz, Stanislaus, Tuolumne  
San Jose, CA 95113-2328  
Ph (408) 291-7384/Fax (408) 291-7559

OFCCP District Director Orange, Riverside, San Bernardino  
U.S. Department of Labor  
34 Civic Center Plaza, Suite 712  
Santa Ana, CA 92712-2800  
Phone (714) 836-2784/Fax (714) 836-2781

**(F) This Section is applicable to all Contracts and Subcontracts of \$10,000 or more.  
Standard Federal Equal Employment Opportunity Construction Contract  
Specifications: Executive Order 11246 (41 CFR Part 60-1):**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, Subcontracts a portion of the work involving any construction trade, it shall physically include in each Subcontract in excess of ten thousand (\$10,000) dollars the provisions of these

specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction Project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site

supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7)b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female-focused news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for Subcontracts from minority and female construction companies, Contractors and suppliers, including circulation of solicitations to minority and female-focused Contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a Contractor association, Joint Contractor-union, Contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under

(7a) through (7p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing Subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),

dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**(G)** *This Section is applicable to all Contracts and Subcontracts of \$10,000 or more (Secretary of Labor May 6, 1967 order on the Elimination of Segregated Facilities (32 F.R. 7439, 19 May 1967) 41 CFR Part 60-1.8.*

**Certificate of Non-Segregated Facilities.**

The federally assisted construction Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the Section 202 Equal Opportunity Clause in this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally assisted construction Contractor agrees that (except where it has obtained identical certifications from proposed Subcontractors for specified time period) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Section 202 Equal Opportunity Clause, and that it will retain such certifications in its files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

**(H)** *This Section is applicable to all construction Contracts and Subcontracts of \$100,000 or more*

**"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities Section 3 Housing and Urban Development Act of 1968**

**(12 U.S.C. 1701 u <> 24 CFR Part 135).**

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause requires that every applicant, recipient, contracting party, Contractor and Subcontractor shall incorporate, or cause to be incorporated, in all Contracts for work in connection with a Section 3 covered Project, the following clause (referred to as a Section 3 clause):

1. 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. 1701 u. 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.
2. The parties to the Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract

certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

3. The Contractor agrees send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. The Contractor agrees to include this Section 3 clause in every Subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. The Contractor will not Subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in

sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.

**Section 3 Plan:**

Specifically the Contractor agrees to implement, at a minimum, the following actions within the jurisdiction that the project is located. These actions are directed at increasing the utilization of lower income residents as employees and small businesses as Subcontractors and suppliers.

1. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area;
2. To attempt to recruit from the project area through local advertising media and signs placed at the proposed site for the project;
3. To continually recruit from a Contractor maintained directory of community service organizations, and public or private institutions operating within or serving the project area;
4. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists;
5. To formally contact unions, Subcontractors, and trade associations to secure their cooperation for this project;
6. To ensure that all appropriate project area business concerns are notified of pending Subcontract opportunities;
7. To maintain records, including copies of correspondence, memoranda, etc., which document all actions taken;
8. To provide the Section 3 workforce and business utilization reports required under this Contract;
9. To include the Section 3 clause in every Subcontract for work in connection this project;
10. To require all Subcontracting bidders on contracts exceeding \$10,000 to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals; and
11. To insert this Section 3 Plan in all bid documents.



(I) *This Section is applicable to all Contracts and Subcontracts.*

**Section 504 Rehabilitation Act of 1973, as amended** (29 USC 794 <> 24 CFR Part 8); Affirmative Action for Workers with Disabilities (48 CFR 52.222-36)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, such as hiring, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Federal Rehabilitation Act of 1973, as amended ("Act").
  3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the United States Department of Labor - Office of Federal Contract Compliance Programs (OFCCP) provided by or through OFCCP. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities and the rights of applicants and employees.
  5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other Contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment qualified individuals with physical or mental disabilities.
  6. The Contractor will include the provisions of this clause in every Subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each Subcontractor with respect to any Subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
8. *This Section is applicable to all Contracts and Subcontracts of \$100,000 or more. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or*

*employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.*

**Prohibition on the Use of Federal Funds for Lobbying (31 U.S.C. 1352)**

The Contractor executing this Contract hereby certifies and acknowledges to the best of his or her knowledge and belief that:

- (A) No Federal funds have been paid or will be paid, by or on behalf of the local government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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;
- (B) If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352;
- (C) The language of this certification shall be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor understands that this certification is a material representation of fact upon which reliance was placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

9. *This Section is applicable to all Contracts and Subcontracts of \$100,000 or more.*

**Lead-Based Paint (42 USC 4821 et seq. and 24 CFR Part 35)**

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and Subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally assisted housing.

1. The Contractor and Subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures that are rehabilitated.
2. At a minimum the Contractor and Subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325.
3. All workers involved in the disturbance of lead-based paint bearing surfaces must be trained in lead safe work practices.
4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab. The lead level must meet the federal and California lead level threshold standards. Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than that set forth in 24 CFR 35.1350(d).

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint on any interior or exterior residential surfaces constructed or rehabilitated with Federal Assistance in any form.

10. *This Section is applicable to all Contracts and Subcontracts of \$100,000 or more.*

**Clean Air Act, Federal Water Pollution Control Act, E.O. 11738 and EPA Regulatory Compliance Provisions**

The Contractor agrees to the following clause and will include it in any Subcontracts over \$100,000:

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

- (A) A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt Contract or Subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (B) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- (D) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- (E) Agreement by the Contractor that he will include, or cause to be included, the criteria

and requirements in paragraphs A through D of this section in every nonexempt Subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

## **11. Postings**

The following postings shall be prominently posted & accessible in conspicuous places at the site of work in locations that are available to employees and applicants for employment in the Project/work area:

- (A) All Projects
  - 1. United States Department of Labor - Occupational Safety & Health Administration:  
"You Have a Right to A Safe and Healthful Workplace"  
English (OSHA 3165) and Spanish (OSHA 3167)
  - 2. United States Department of Labor - Office of Federal Contract Compliance Programs:  
"The Equal Employment Opportunity (EEO) Poster"  
English, Spanish and Chinese [Mandarin], Tagalog, and Vietnamese (if available)
  - 3. Other federally required postings, as may be required by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP), or the United States Department of Housing and Urban Development (HUD).
  - 4. State of California posters as may be required by the Division of Occupational Safety and Health (DOSH), Department of Industrial Relations (DIR), the Department of Fair Employment and Housing (DFEH), the Office of Environmental Health Hazard Assessment (OEHHA), or the Secretary of State.

## **12. Pre-Construction Conference**

After the Contract(s) have been awarded, but before the start of construction, a conference will be held for the purpose of establishing lines of communication, authority, and responsibilities, clarifying procedures to be followed during construction, and discussing and making known items of mutual interest such as, but not limited to, the following:

- a) All construction details;
- b) Time frame of Project;
- c) Project supervision;
- d) Coordination with City or County officials;
- e) On-site inspections;
- f) Progress schedules and reports;
- g) Payrolls, payments to Contractors;
- h) Contract change orders;
- i) All Bonds and Certificate of Insurance Requirements;
- j) Safety;
- k) Federal labor requirements:
  - 1) Section 3;
  - 2) Prior to progress payments being made the Labor Compliance Coordinator will review all such payrolls upon receipt, sign and date the payroll following verification, and maintain such payrolls on file for review and monitoring purposes;
  - 3) The process of withholding progress payments;
  - 4) How disputes Concerning Labor Standards will be resolved;
  - 5) Compliance with Copland Regulations;

- 6) Minutes of the pre-construction conference that document the discussion of federal regulations must be kept in the Project files;
- 7) Certification of Eligibility (non-debarment);
- 8) Required Subcontract Contract provisions.

**13. Order of Precedence of the Contract Documents.**

The following listed documents constitute the entire contract between the parties for the construction of the Project and are collectively referred to herein as the "Contract or "the Construction Contract". In any interpretation of the terms or provisions of this Contract, or in the case of any inconsistency or conflict in such terms or provisions, the following documents shall be construed to govern the interpretation or inconsistency by giving precedence to the effect of the terms and provisions of such documents in the following order of priority:

- (A) These Supplemental General Conditions, including any Special Conditions thereto.
- (B) The Plans and Specifications.
- (C) The Standard Form of Contract Between Owner and Contractor (AIA Document A101, or other, as herein specified) and, where specifically included:
- (D) The General Conditions of the Contract for Construction, AIA Document A201.
- (E) Any Special or Supplemental Conditions to the Standard Form of Contract (AIA-A101) or General Conditions (AIA-A201).

**14. Change Orders.**

- (A) There shall be no change in the approved Plans and Specifications ("Change Order") except in accordance with this Paragraph. Unless otherwise specified in writing by the City, all Change Orders must be in writing and approved in writing by the City prior to implementation. Change Orders shall be submitted on a form acceptable to the City and signed by the Borrower, the Contractor and the Architect. Change Orders shall be accompanied by working drawings, an itemized cost statement, a written narrative of the proposed change and the reasons therefore, and such other supporting documentation as the City may reasonably require.
- (B) Except for such items as may be specifically described in an attachment to these Supplemental General Conditions, Change Orders requesting cost increases shall be approved only to the extent that they reflect approved changes in the scope of work or the Plans and Specifications. Any other cost changes arising from unanticipated increased cost of supplies, material, labor, equipment or subcontracting, and not reflecting a change in the scope of work or the Plans and Specifications will not be approved by the City.
- (C) Change Orders which result in an approved cost increase may include a percentage increment for Contractors' profit and general overhead. The percentage shall be limited to the percent specified in this Contract for Contractor's profit and general overhead and it may be applied only to approved costs for supplies, material, labor, equipment, and subcontracting. Any other contractual agreements notwithstanding, the combined amount of overhead and profit for both Contractor and any Subcontractor(s) shall not exceed a total of fourteen percent (14%) of the site work and structures cost.

**15. Compensation of the Contractor.** Compensation to the Contractor for completing the terms of these Supplemental General Conditions shall be included as part of the compensation specified in this Contract.

- 16. Time for Performance.** The work to be performed by the Contractor under this Contract shall be commenced no later than ten (10) days after issuance of a Notice to Proceed by the Owner to the Contractor, shall follow the construction schedule attached hereto and made a part hereof, and shall be completed within **TBD** calendar days following Contractor's written notice to Owner that work (including "mobilization") has commenced. A calendrical "Completion Date" shall be calculated by taking the date of commencement of construction and adding the allowed number of calendar days for performance. Following completion of all work, excluding minor Punchlist (nonconforming work) items, Owner shall, within ten (10) days, record a valid Notice of Completion at the appropriate local Recorder's Office. The Completion Date may not be extended without express written approval of the City.
- 17. Delay.** The Contractor shall promptly notify both the Owner and the Department in writing of any event causing delay or interruption of construction, or the timely completion of construction. The notice shall specify the particular work delayed and the cause and period of each delay. For details of the appropriate procedures in the case of delay, see Article 8, Paragraph 3 of the General Conditions of the Contract for Construction, which are a part of the Contract Documents.
- 18. Notice to Proceed.** The Contractor shall not commence work until the Owner has issued a Notice to Proceed. The Owner shall not issue a Notice to Proceed until so authorized by the City which shall be no sooner than the execution of all Loan Documents and all other Project-related documents by all authorized parties at the HOME Closing.
- 19. Contractor's Warranty.** The Contractor warrants that:
- (A) the construction cost set forth in the Contract provides for construction of the Project in accordance with Contract Documents and all applicable local, state and federal laws, regulations, and building codes (collectively referred to hereafter as the "Building Standards") in effect at the time construction is commenced;
  - (B) the Project will be constructed in accordance with the Building Standards now in effect and the Contractor agrees to make, free of charge, any alterations necessary to bring the Project into compliance with the Building Standards in effect at the time construction is commenced (Contractor's financial liability for errors in the Construction Documents shall be limited by the provisions of Article 3.2.1 of the General Conditions of the Contract for Construction [AIA-A201, 1987], which are a part of the Construction Documents);
  - (C) the Project will be constructed in accordance with the Plans and Specifications and the Contractor agrees to make, free of charge, any alterations necessary to provide compliance with the Plans and Specifications; and;
  - (D) the Project will be constructed free of defects and the Contractor agrees to repair, free of charge, any defects from construction performed under this Contract which arise in the first year following the Completion Date. The Contractor shall provide security for this warranty in the form of a Performance Bond as discussed in Section 5, a completion assurance agreement, approved by the City and entered into by the Contractor, Owner and the City, or equivalent security acceptable to the City.
- 20. Purchase of Materials Under Title Retention Agreement.** Neither the Owner nor Contractor shall purchase or install or permit to be purchased or installed any materials, equipment, fixtures or other part of the Project under any agreements or arrangements

wherein the supplier or seller reserves or purports to reserve the right to remove or to repossess any such items or to consider them personal property after their incorporation into the Project, unless authorized in writing by the City.

**21. Material Warranties.** The Contractor shall deliver to the Owner all Project warranty documents, including warranties on appliances and on building components (such as roof and siding) etc. The Owner shall furnish to the City prior to the issuance of the City's Certificate of Completion a copy of the Record Set of Drawings ("As-Built") along with a written certification that the Owner is in possession all said documents along with all service manuals and operating instructions.

**22. Right of Entry and Inspection.**

(A) At all times during the term of this Contract, the Lenders and their agents shall have the right of entry and free access to the Project and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in or about the Project and all Project records related to performance of the terms of this Contract. Based on the findings during any inspection, the City may issue Correction Notices, or Stop Work Orders. In all cases, the Contractor shall correct any items noted in the Correction Notice or Stop Work Order, and request a reinspection, prior to proceeding to the next phase of work. The Contractor shall bear full responsibility for removing/replacing any work necessary to bring the Project into compliance with the Plans and Specifications. The Owner shall reserve the right to halt future payments to the Contractor pending such corrections.

(B) The City shall not have any affirmative duty to make any such inspection and shall not incur any liability for failing to do so. Once having undertaken any such inspection, the City shall not incur any liability for failing to do so properly or for failing to complete the same. The fact that such inspection may or may not have been made by the City shall not relieve the Owner or the Contractor of any obligation that they may otherwise have to inspect the Project.

**23. Agreement to Make Payments.** The Contractor agrees to pay all amounts when due for labor, work performed under Subcontract, or materials, supplies and equipment provided to the Project.

**24. Insurance.** The Contractor shall not commence work under this Contract until all insurance required in this Section is obtained, approved by and furnished to the City. Nor shall the Contractor allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained. All insurance certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to the City. The insurance certificates shall be issued by an insurance company that is acceptable to the City and state that the coverage provided is primary to any other coverage available to the City. The following is the minimum insurance coverage that the Contractor shall carry:

(A) Commercial General Liability Insurance - Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Coverage for products and completed operations must remain in force for at least twelve (12) months following acceptance of the work by the City.
3. California Department of Housing and Community Development to be named as both additional insured and as a certificate holder.

(B) Automobile Liability Insurance - Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). An entity without autos should have "non-owned and hired" coverage.

1. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage. An entity without autos shall provide proof of "non-owned and hired" coverage.
2. California Department of Housing and Community Development to be named as both additional insured and as a certificate holder.

(C) Workers' Compensation Insurance - Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Workers' Compensation: Statutory Limits

1. Any entity without employees needs to provide written statement stating that they do not have any employees.
2. California Department of Housing and Community Development to be named as a certificate holder.

**25. Hold Harmless.** The Contractor and Owner shall indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, Subcontractors, material suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the construction of the Project and from any claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of the construction.

**26. Assignment.**

(A) No part of this Contract or any obligations hereunder may be assigned by the Contractor without the prior written consent of all Lenders and the Owner except as provided herein.

(B) The Owner hereby expressly assigns to the City the right to exercise any and all of the Owner's rights and remedies pursuant to this Contract. The Contractor understands that this Assignment provides that the City may undertake the completion of the Project and the Contractor agrees to perform the work required under this Contract if the Owner defaults and the Construction Lender or Department undertakes to cause such work to be performed.

(C) The Contractor hereby expressly assigns all construction warranties of the Contractor on the Project to the Construction Lenders. The Owner hereby consents to this Assignment.

(D) The Assignments included in this Contract shall become effective upon the Owner's default under any of the Loan Documents and notice thereof by the City to the OWNER. Until such notice, the OWNER shall remain liable for and shall fulfill all its covenants, terms, conditions, agreements and obligations under this Contract and related documents. Failure of the City to exercise its rights pursuant to these Assignments in the event of default by the OWNER shall not be a waiver of such rights.

**27. Remedies.** In the event of the failure of any of the parties hereto to honor the rights of the City as provided in this Contract, the City shall have, in addition to any other remedy provided for in law or in equity, the right to cancel the loan commitment made to the OWNER for the Project.

**28. Attorney's Fees.** In any action to enforce this Contract, the prevailing party shall be entitled to an award of such reasonable attorney's fees, expenses and costs as may be fixed by the court.

**29. Amendments.** This Contract shall not be amended without the written agreement of the parties hereto.

**30. Third Party Beneficiaries.** OWNER and Contractor agree that all Lenders on the Project, including the City, shall be and remain third party beneficiaries to the Contract.

**31. Notice.** Notices and other communications required by these Supplemental General Conditions shall be delivered by messenger to the addresses provided below or sent by U.S. Postal Service certified mail, return receipt requested, postage prepaid, addressed as follows:

Department	To: The City of Sunnyvale Community Development
	Housing Division
	PO Box 3707
	Sunnyvale, CA 94088-3707
	Attn: Richard Gutierrez
	To: Momentum for Mental Health
	To: Contractor:

These addresses may be changed by a notice given in the same manner. Notices shall be effective on receipt.

**37. Special Conditions.** The following special conditions, if any, are made a part of these Supplemental General Conditions.

The undersigned have executed these Supplemental General Conditions on the dates set forth below their respective signatures. (Type or Print all information except signatures, which shall be hand-written in ink.)

Owner

By: Momentum for Mental Health

By: \_\_\_\_\_  
(Signature)

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

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(mm/dd/yy)

**Contractor**

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

\_\_\_\_\_  
(Contractor License Number)

By: \_\_\_\_\_  
(Signature)

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

Its: \_\_\_\_\_  
(Name)

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