



City Clerk Document No. _____

Public Housing Authority Commission Meeting Date: January 25, 2020

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC HOUSING PLUMBING SERVICES
CITY OF CHANDLER AGREEMENT NO. H01-914-4268**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and PM Plumbing & Mechanical, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

A. City proposes to provide public housing plumbing services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

The term of the Agreement is One year, and begins on **February 1, 2021** and ends on **January 31, 2022** unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to **Four** additional terms of **One** year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

LIQUIDATED DAMAGES: The CONTRACTOR understands that if Substantial Completion is not attained within the Contract Time as adjusted, the City will suffer damages, which are difficult to determine and accurately specify. The CONTRACTOR agrees that if Substantial Completion is not attained within the Contract Time as adjusted, the CONTRACTOR will pay as liquidated damages the amount of \$100 per calendar day.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$100,000, including companion agreements. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the

right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in

accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnitee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Larry Mickel
Title: Housing Project Coordinator
Address: 235 S. Arizona Ave.
Chandler, AZ 85225
Phone: 480-782-3204
Email: larry.mickel@chandleraz.gov

For the Contractor

Name: Bobette Sherrard, PM Plumbing & Mechanical, Inc.
Title: President/CEO
Address: 660 E. Main St.
Mesa, AZ 85203
Phone: 480-844-2892
Email: roberle@pmplumb.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to

direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including

originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a

violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

5.35 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.36 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.37 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.38 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Project Description/Scope of Services	Exhibit F – Wage Determination
Exhibit B - Compensation and Fees	Exhibit G – HUD Documents
Exhibit C - Insurance Requirements	Exhibit H – Section 3 Forms
Exhibit D - Special Conditions	
Exhibit E – Property List Summary	

5.39 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.41 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.42 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.43 Warranties. Contractor must furnish a one-year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.44 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.46 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Boletto Sherrard

Its: President / owner

APPROVED AS TO FORM:

By: _____
City Attorney MMB

ATTEST:

By: _____
City Clerk

CITY OF CHANDLER

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS:

CONTRACTOR shall provide plumbing repair and/or installation work such as auger/clear toilets and waste lines, replace P-traps, wax rings, angle stops and all fixtures associated with plumbing; scope drain lines; locate, repair or replace leaking water and sewer pipes (PVC, galvanic, cast-iron, and copper tubing) in various housing properties located throughout the City of Chandler.

The Department of Housing & Urban Development (HUD) funds this work. Contractor shall comply with the HUD requirements as noted in the HUD documents included herein. This is a Labor Standards Act in which the contractor shall pay wages in accordance with Wage Determinations Under the Service Contract Act; see Exhibit G for wage decision. Workers shall receive the minimum wage rate and fringe benefits for the work classification.

RESPONSE TIME. For non-emergency repairs, CONTRACTOR shall respond within four (4) hours of receiving call from CITY. For emergency calls, CONTRACTOR shall respond within two (2) hours of receiving call from CITY.

WORK ESTIMATES AND COMPLETION TIME.

Emergency: CONTRACTOR shall be required to provide either: 1) a price estimate and/or completion time estimate or 2) commence work with in the two (2) hour response time.

Non-emergency: CONTRACTOR shall be required to provide a price estimate and completion time estimate within two (2) days of response.

HOURLY RATES. CONTRACTOR shall charge hourly rates listed in Exhibit B. The hourly rates for labor and equipment shall be paid for time on scene only. No travel or mobilization/de-mobilization charges will be allowed.

REPLACEMENT PARTS. CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any parts and supplies required for repair.

SUBCONTRACTOR REPAIRS. CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any subcontractors required to complete the repair.

SUPERVISION BY THE CONTRACTOR. CONTRACTOR shall supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR shall employ and maintain on the work a qualified supervisor or superintendent, which shall be designated CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

INSPECTION. Contract Administrator/designee may have CITY staff monitor the work site and report to the Contract Administrator/designee as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Agreement. Contract Administrator/designee may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Agreement.

In the case of any dispute arising between Contract Administrator/designee and the CONTRACTOR as to material furnished or the manner of performing work, Contract Administrator/designee shall have the authority to reject materials or suspend the work until the question and issue can be resolved

CLEANUP. CONTRACTOR shall remove all debris and other materials from the work site after the completion of work. Contractor shall also restore the work site to the condition prior to beginning work.

PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK. CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

DISPOSAL OF WASTE. CONTRACTOR shall be responsible for disposal of all waste and debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to Contract Administrator/designee upon request.

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

ITEM	DESCRIPTION	UOM	UNIT COST
1	Plumber	Hour	\$94.00
2	Plumber's helper	Hour	\$70.00
3	Unclog drain or p-trap	Per Event	\$171.75
4	Rooftop clearing of clogged drain	Per Event	\$368.50
5	Clear clogged drain through cleanouts	Per Event	\$229.00
6	Clear clogged drain by removing toilet	Per Event	\$286.25
7	Jet Sewer Line	Per Event	\$286.25
8	Video Inspection	Hour	\$293.00
Mark Up			
9	Over Time (amount added to line 1 and 2 for hours worked on a Saturday, Sunday, Holidays, and after normal business hours 7 AM - 4 PM)	Mark Up Dollars	Overtime/Saturday/ After hours \$36.00 Sunday/Holiday \$67.00
10	Replacement Parts (percentage added to replacement parts)	Mark Up Percentage	28%
11	Subcontractor repairs (percentage added to subcontractor costs)	Mark Up Percentage	28%

EXHIBIT C TO AGREEMENT INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each

occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*

Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.

1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
 - a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
 - b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
 - c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
 - d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
 - e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

CITY OF CHANDLER
NOTICE OF REQUEST FOR PROPOSAL HO1-914-4268

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of \$1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly

acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

Contractor and Subcontractor Worker Background Screening. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively Contract Worker(s)) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively Background Screening) at Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Contractor agrees that it will verify legal Arizona worker status as required by Arizona Revised Statutes (A.R.S.) §41-4401. Contractor further agrees that it will conduct a background check for real identity/legal name on all Contract Workers prior to proposing the Contract Worker to the City.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, the City reserves the right but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G) (4) or Chandler City Code § 4-22; (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Contract.

Contractor Certification. By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements as required. A Contract Worker rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to the City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section 5.5, Indemnification, Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

Continuing Duty: Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section pursuant to Section 5.1, Records/Audit.

EXHIBIT E

130 N HAMILTON Apt. 10	CHANDLER, AZ 85225
130 N HAMILTON ST APT 11	CHANDLER, AZ 85225
130 N HAMILTON ST APT 12	CHANDLER, AZ 85225
130 N HAMILTON Apt. 14	CHANDLER, AZ 85225
130 N HAMILTON Apt. 15	CHANDLER, AZ 85225
130 N HAMILTON Apt. 16	CHANDLER, AZ 85225
130 N HAMILTON ST APT 17	CHANDLER, AZ 85225
130 N HAMILTON ST APT 18	CHANDLER, AZ 85225
130 N HAMILTON ST Apt 19	CHANDLER, AZ 85225
130 N HAMILTON Apt. 1	CHANDLER, AZ 85225
130 N HAMILTON ST APT 20	CHANDLER, AZ 85225
130 N HAMILTON ST APT 21	CHANDLER, AZ 85225
130 N HAMILTON Apt. 22	CHANDLER, AZ 85225
130 N HAMILTON ST APT 23	CHANDLER, AZ 85225
130 N HAMILTON ST APT 24	CHANDLER, AZ 85225
130 N HAMILTON ST APT 25	CHANDLER, AZ 85225
130 N HAMILTON ST APT 27	CHANDLER, AZ 85225
130 N HAMILTON ST APT 28	CHANDLER, AZ 85225
130 N HAMILTON Apt. 29	CHANDLER, AZ 85225
130 N HAMILTON ST APT 02	CHANDLER, AZ 85225
130 N HAMILTON ST APT 30	CHANDLER, AZ 85225
130 N HAMILTON ST APT 32	CHANDLER, AZ 85225
130 N HAMILTON ST APT 33	CHANDLER, AZ 85225
130 N HAMILTON Apt. 34	CHANDLER, AZ 85225
130 N HAMILTON ST APT 35	CHANDLER, AZ 85225
130 N HAMILTON Apt. 36	CHNDLER, AZ 85225
130 N HAMILTON ST APT 37	CHANDLER, AZ 85225
130 N HAMILTON ST APT 38	CHANDLER, AZ 85225
130 N HAMILTON Apt. 39	CHANDLER, AZ 85225
130 N HAMILTON ST APT 03	CHANDLER, AZ 85225
130 N HAMILTON APT 40	CHANDLER, AZ 85225
130 N HAMILTON ST APT 41	CHANDLER, AZ 85225
130 N HAMILTON ST APT 42	CHANDLER, AZ 85225
130 N HAMILTON ST APT 43	CHANDLER, AZ 85225
130 N. HAMILTON ST. APT. 44	CHANDLER, AZ 85225
130 N HAMILTON Apt. 45	CHANDLER, AZ 85225
130 N HAMILTON Apt. 46	CHANDLER, AZ 85225
130 N HAMILTON ST APT 47	CHANDLER, AZ 85225
130 N HAMILTON Apt. 48	CHANDLER, AZ 85225
130 N HAMILTON ST APT 49	CHANDLER, AZ 85225
130 N HAMILTON ST APT 04	CHANDLER, AZ 85225
130 N HAMILTON ST APT 50	CHANDLER, AZ 85225

130 N HAMILTON ST APT 51	CHANDLER, AZ 85225
130 N HAMILTON ST APT 52	CHANDLER, AZ 85225
130 N HAMILTON ST APT 53	CHANDLER, AZ 85225
130 N HAMILTON APT 54	CHANDLER, AZ 85225
130 N HAMILTON Apt. 55	CHANDLER, AZ 85225
130 N HAMILTON ST APT 5	CHANDLER, AZ 85225
130 N HAMILTON ST APT 06	CHANDLER, AZ 85225
130 N HAMILTON ST APT 07	CHANDLER, AZ 85225
130 N HAMILTON Apt. 8	CHANDLER, AZ 85225
130 N HAMILTON ST APT 9	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 10	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 11	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 12	CHANDLER, AZ 85225
210 N McQueen Apt 13	Chandler, AZ 85225
210 N MCQUEEN RD APT 14	CHANDLER, AZ 85225
210 N. MCQUEEN RD. APT. 15	CHANDLER, AZ 85225
210 N. McQueen Apt. 16	Chandler, AZ 85225
210 N MCQUEEN RD APT 17	CHANDLER, AZ 85225
210 N McQueen Apt 18	Chandler, AZ 85225
210 N MCQUEEN RD APT 19	CHANDLER, AZ 85225
210 N. McQueen Apt. 21	Chandler, AZ 85225
210 N. McQueen Apt. 22	Chandler, AZ 85225
210 N MCQUEEN Apt. 23	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 24	CHANDLER, AZ 85225
210 N. McQueen Apt. 25	Chandler, AZ 85225
210 N. MCQUEEN RD APT 26	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 27	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 28	CHANDLER, AZ 85225
210 N. McQueen Apt. 29	Chandler, AZ 85225
210 N MCQUEEN Apt. 02	CHANDLER, AZ 85225
210 N McQueen APT 30	Chandler, AZ 85225
210 N. McQueen Apt. 31	Chandler, AZ 85225
210 N MCQUEEN Apt. 32	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 33	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 34	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 35	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 36	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 37	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 38	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 39	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 03	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 40	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 04	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 05	CHANDLER, AZ 85225

210 N MCQUEEN RD APT 06	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 07	CHANDLER, AZ 85225
210 N MCQUEEN Apt. 8	CHANDLER, AZ 85225
210 N MCQUEEN RD APT 09	CHANDLER, AZ 85225
73 S HAMILTON ST APT 10	CHANDLER, AZ 85225
73 S HAMILTON ST APT 11	CHANDLER, AZ 85225
73 S HAMILTON ST APT 12	CHANDLER, AZ 85225
73 S HAMILTON ST APT 13	CHANDLER, AZ 85225
73 S HAMILTON ST APT 14	CHANDLER, AZ 85225
73 S. HAMILTON ST APT 15	CHANDLER, AZ 85224
73 S HAMILTON Apt. 16	Chandler, AZ 85225
73 S HAMILTON ST APT 17	CHANDLER, AZ 85225
73 S HAMILTON Apt. 18	CHANDLER, AZ 85225
73 S HAMILTON ST APT 19	CHANDLER, AZ 85225
73 S HAMILTON ST APT 1	CHANDLER, AZ 85225
73 S HAMILTON Apt. 20	Chandler, AZ 85225
73 S HAMILTON ST APT 21	CHANDLER, AZ 85225
73 S. HAMILTON STREET #22	CHANDLER, AZ 85225
73 S HAMILTON Apt. 23	Chandler, AZ 85225
73 S HAMILTON STREET APT 24	CHANDLER, AZ 85225
73 S HAMILTON Apt. 25	Chandler, AZ 85225
73 S HAMILTON Apt. 26	Chandler, AZ 85225
73 S HAMILTON ST Apt 27	CHANDLER, AZ 85225
73 S HAMILTON ST APT 28	CHANDLER, AZ 85225
73 S HAMILTON ST APT 29	CHANDLER, AZ 85225
73 S HAMILTON Apt. 2	Chandler, AZ 85225
73 S HAMILTON Apt. 30	Chandler, AZ 85225
73 S HAMILTON Apt. 31	Chandler, AZ 85225
73 S HAMILTON Apt. 32	CHANDLER, AZ 85225
73 S HAMILTON ST APT 33	CHANDLER, AZ 85225
73 S HAMILTON Apt. 34	Chandler, AZ 85225
73 S HAMILTON ST APT 35	CHANDLER, AZ 85225
73 S HAMILTON ST Apt 36	CHANDLER, AZ 85225
73 S HAMILTON ST APT 38	CHANDLER, AZ 85225
73 S HAMILTON ST APT 39	CHANDLER, AZ 85225
73 S HAMILTON ST APT 03	CHANDLER, AZ 85225
73 S HAMILTON APT. 40	CHANDLER, AZ 85225
73 S HAMILTON ST APT 41	CHANDLER, AZ 85225
73 S HAMILTON ST APT 04	CHANDLER, AZ 85225
73 S HAMILTON ST Apt. 5	Chandler, AZ 85225
73 S HAMILTON Apt. 6	Chandler, AZ 85225
73 S HAMILTON Apt. 7	Chandler, AZ 85225
73 S HAMILTON Apt. 8	CHANDLER, AZ 85225
73 S HAMILTON ST APT 09	CHANDLER, AZ 85225

660 S PALM LANE Apt. 10	CHANDLER, AZ 85225
660 S PALM LANE APT. 12	Chandler, AZ 85225
660 S PALM LANE Apt 13	CHANDLER, AZ 85225
660 S PALM LANE APT. 14	CHANDLER, AZ 85225
660 S. PALM LN Apt. #15	Chandler, AZ 85225
660 S PALM LN APT 16	Chandler, AZ 85225
660 S PALM LANE APT 17	CHANDLER, AZ 85225-6293
660 S PALM LANE Apt #18	CHANDLER, AZ 85225
660 S PALM LANE APT 19	CHANDLER, AZ 85225
660 S PALM LANE Apt. 1	CHANDLER, AZ 85225
660 S PALM LN Apt 20	Chandler, AZ 85225
660 S PALM LANE APT 21	CHANDLER, AZ 85225
660 S PALM LANE APT. 22	CHANDLER, AZ 85225
660 S. PALM Ln. APT. #23	CHANDLER, AZ 85225
660 S PALM LANE APT 24	CHANDLER, AZ 85225
660 S PALM LANE Apt. 25	CHANDLER, AZ 85225
660 S PALM LN APT 26	CHANDLER, AZ 85225
660 S PALM LANE Apt 27	Chandler, AZ 85225
660 S PALM LANE APT 28	Chandler, AZ 85225
660 S PALM LANE Apt 29	Chandler, AZ 85225
660 S PALM LANE Apt. 2	CHANDLER, AZ 85225
660 S PALM LN APT #30	CHANDLER, AZ 85225
660 S PALM LANE APT 31	CHANDLER, AZ 85225
660 S. PALM LANE APT 32	CHANDLER, AZ 85225
660 S. PALM LN. #33	CHANDLER, AZ 85225
660 S PALM LN Apt 3	CHANDLER, AZ 85225
660 S PALM LANE Apt 5	CHANDLER, AZ 85225
660 S PALM LN Apt 6	CHANDLER, AZ 85225
660 S. PALM LANE Apt 7	CHANDLER, AZ 85225
660 S. PALM LN Apt. 9	CHANDLER, AZ 85225
127 N KINGSTON ST APT 10	CHANDLER, AZ 85225
127 N KINGSTON ST APT 11	CHANDLER, AZ 85225
127 N KINGSTON ST APT 12	CHANDLER, AZ 85225
127 N KINGSTON ST APT 13	CHANDLER, AZ 85225
127 N KINGSTON ST APT 14	CHANDLER, AZ 85225
127 N KINGSTON ST APT 15	CHANDLER, AZ 85225
127 N. Kingston Apt. 16	Chandler, AZ 85225
127 N. Kingston Apt. 17	Chandler, AZ 85225
127 N KINGSTON ST APT 18	CHANDLER, AZ 85225
127 N KINGSTON APT 19	CHANDLER, AZ 85225
127 N KINGSTON ST APT 1	CHANDLER, AZ 85225
127 N. KINGSTON ST APT 20	CHANDLER, AZ 85225
127 N KINGSTON ST APT 21	CHANDLER, AZ 85225
127 N KINGSTON ST APT 22	CHANDLER, AZ 85225

127 N KINGSTON ST APT 23	CHANDLER, AZ 85225
127 N KINGSTON ST APT 24	CHANDLER, AZ 85225
127 N. Kingston Apt. 25	Chandler, AZ 85225
127 N. KINGSTON ST APT 26	CHANDLER, AZ 85225
127 N KINGSTON APT 27	CHANDLER, AZ 85225
127 N Kingston Apt. 28	Chandler, AZ 85225
127 N KINGSTON ST APT 29	CHANDLER, AZ 85225
127 N. Kingston Apt. 2	Chandler, AZ 85225
127 N KINGSTON ST APT 30	CHANDLER, AZ 85225
127 N. Kingston Apt. 31	Chandler, AZ 85225
127 N. Kingston Apt. 32	Chandler, AZ 85225
127 N KINGSTON ST APT. 33	CHANDLER, AZ 85225
127 N KINGSTON APT 34	CHANDLER, AZ 85225
127 N KINGSTON ST APT 35	CHANDLER, AZ 85225
127 N. Kingston Apt. 36	Chandler, AZ 85225
127 N. Kingston APT 37	CHANDLER, AZ 85225
127 N KINGSTON ST APT. 3	CHANDLER, AZ 85225
127 N. Kingston Apt. 4	CHANDLER, AZ 85225
127 N KINGSTON ST APT 5	CHANDLER, AZ 85225
127 N KINGSTON ST APT 6	CHANDLER, AZ 85225
127 N. KINGSTON ST APT. 7	CHANDLER, AZ 85225
127 N KINGSTON APT. 8	CHANDLER, AZ 85225
127 N KINGSTON ST APT 9	CHANDLER, AZ 85225
401 S COLORADO STREET	CHANDLER, AZ 85225-6311
402 S COLORADO STREET	CHANDLER, AZ 85225-6312
454 S COLORADO ST	CHANDLER, AZ 85225
455 S. COLORADO ST.	CHANDLER, AZ 85225
701 S COLORADO STREET	CHANDLER, AZ 85225-6300
721 S COLORADO ST	CHANDLER, AZ 85225-6300
741 S COLORADO STREET	CHANDLER, AZ 85225-6300
761 S COLORADO STREET	CHANDLER, AZ 85225-6300
781 S COLORADO STREET	CHANDLER, AZ 85225-6300
801 S COLORADO ST	CHANDLER, AZ 85225
130 S DAKOTA ST	CHANDLER, AZ 85225
400 S DELAWARE ST	CHANDLER, AZ 85225-6318
13 S HAMILTON ST	CHANDLER, AZ 85225-5618
23 S HAMILTON ST	CHANDLER, AZ 85225
33 S HAMILTON STREET	CHANDLER, AZ 85225
43 S HAMILTON ST	CHANDLER, AZ 85225
53 S HAMILTON STREET	CHANDLER, AZ 85225-5618
3 S HAMILTON	CHANDLER, AZ 85225-5618
388 S OREGON STREET	CHANDLER, AZ 85225-7813
328 S OREGON ST	CHANDLER, AZ 85225
338 S OREGON STREET	CHANDLER, AZ 85225

354 S OREGON ST.	CHANDLER, AZ 85225
401 S PALM LANE	CHANDLER, AZ 85225-7809
411 S PALM LN	CHANDLER, AZ 85225-7809
489 S WASHINGTON ST	CHANDLER, AZ 85225-6346
110 S 130TH PLACE	CHANDLER, AZ 85225-5913
223 S 132ND STREET	CHANDLER, AZ 85225-6023
95 S 132ND STREET	CHANDLER, AZ 85225-6005
221 S 95TH ST	CHANDLER, AZ 85224
784 N ALMA SCHOOL ROAD	CHANDLER, AZ 85224
869 N ALMA SCHOOL ROAD	CHANDLER, AZ 85224-3662
336 N APACHE DRIVE	CHANDLER, AZ 85224-4305
587 N APACHE DRIVE	CHANDLER, AZ 85224-4324
423 N ARROWHEAD DR	CHANDLER, AZ 85224
1217 W BENTRUP ST	CHANDLER, AZ 85224-1305
1425 W BENTRUP ST	CHANDLER, AZ 85224-1386
1618 W. BOISE PL	CHANDLER, AZ 85224
2103 N BULLMOOSE DR	CHANDLER, AZ 85224
2154 W BUTLER DR	CHANDLER, AZ 85224
2200 W BUTLER DR	CHANDLER, AZ 85224
2306 E BUTLER DRIVE	CHANDLER, AZ 85225-5923
864 N CALIFORNIA ST	CHANDLER, AZ 85225
664 E CALLE DEL NORTE	CHANDLER, AZ 85225-8437
3522 W CARLA VISTA DRIVE	CHANDLER, AZ 85226-4068
3321 N CARRIAGE LANE	CHANDLER, AZ 85224
1803 W CHEYENNE DRIVE	CHANDLER, AZ 85224-1854
2131 N COLLEGE CT	CHANDLER, AZ 85224-2629
1766 W COLT ROAD	CHANDLER, AZ 85224-2602
2513 E COMMONWEALTH CIR	CHANDLER, AZ 85225
2617 E COMMONWEALTH CIR	CHANDLER, AZ 85225-6094
584 N COMANCHE DRIVE	CHANDLER, AZ 85224-4331
1507 W Comstock Dr	CHANDLER, AZ 85224
213 N COUNTRY CLUB WAY	CHANDLER, AZ 85226-4003
1510 W CURRY STREET	CHANDLER, AZ 85224
1319 N DAKOTA	CHANDLER, AZ 85225
2104 W DETROIT STREET	CHANDLER, AZ 85224-4221
1218 W ERIE STREET	CHANDLER, AZ 85224-4317
457 W ERIE ST	CHANDLER, AZ 85225
696 N EVERGREEN ST	CHANDLER, AZ 85225-7225
857 N EVERGREEN STREET	CHANDLER, AZ 85225
556 W. FLINT ST.	CHANDLER, AZ 85225
725 W. GAIL DRIVE	CHANDLER, AZ 85225
760 W GARY DR	CHANDLER, AZ 85225
440 W HARRISON STREET	CHANDLER, AZ 85225-6750
538 W HARRISON STREET	CHANDLER, AZ 85225-6748

613 E HARRISON ST
1940 N ILLINOIS ST
1990 N IOWA STREET
188 W IRONWOOD STREET
564 W IRONWOOD STREET
744 W KNOX RD
6323 W LAREDO ST
714 E. LAREDO ST
142 W LINDA LANE
1724 W LOUGHLIN DRIVE
635 E MANOR DR
1750 W MARIPOSA COURT
1512 W MARLBORO ST
786 N MEADOWS DRIVE
2226 W MONROE
527 W MONTEREY ST
797 W MONTEREY ST
840 W MONTEREY ST
298 N NEBRASKA STREET
319 W NOPAL PLACE
206 S OAK STREET
1190 W OAKLAND ST
98 W OAKLAND STREET
198 W ORCHID LN
1199 W. PALOMINO DR.
813 W. PALOMINO DR.
947 W PARK AVENUE
1714 N PENNINGTON DR
840 W SHANNON ST
2305 W STOTTLER DR
2314 W SUMMIT PLACE
673 N SUNSET DRIVE
2112 N TAMARISK ST
3516 W TOLEDO ST
485 W. TOLEDO ST
2004 W TYSON ST
411 N VALENCIA DRIVE
2023 W WESTERN DRIVE
130 N HAMILTON ST APT 13
660 S PALM LANE APT 11

CHANDLER, AZ 85225
CHANDLER, AZ 85225-7077
CHANDLER, AZ 85225-7080
CHANDLER, AZ 85225-6622
CHANDLER, AZ 85225
CHANDLER, AZ 85225
CHANDLER, AZ 85226-1724
CHANDLER, AZ 85225
CHANDLER, AZ 85225
CHANDLER, AZ 85224-1850
CHANDLER, AZ 85225
CHANDLER, AZ 85224-6605
CHANDLER, AZ 85224-1842
CHANDLER, AZ 85224-3528
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CHANDLER, AZ 85225
CHANDLER, AZ 85225-4401
CHANDLER, AZ 85225-4575
CHANDLER, AZ 85225-2665
CHANDLER, AZ 85226
CHANDLER, AZ 85224
CHANDLER, AZ 85225-4537
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CHANDLER, AZ 85225-6508
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CHANDLER, AZ 85224-2523
CHANDLER, AZ 85224-1148
CHANDLER, AZ 85225-7214
CHANDLER, AZ 85224
CHANDLER, AZ 85226
CHANDLER, AZ 85225-4509
CHANDLER, AZ 85224-4211
CHANDLER, AZ 85226-4052
CHANDLER, AZ 85224
CHANDLER, AZ 85225
CHANDLER, AZ 85224-6292

EXHIBIT F WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	 U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Daniel W. Simms Director	Division of Wage Determinations	 Wage Determination No.: 2015-5470 Revision No.: 13 Date Of Last Revision: 07/01/2020
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Note: Under Executive Order (EO) 13658 an hourly minimum

wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Arizona

Area: Arizona Counties of Maricopa Pinal

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		16.26
01012 - Accounting Clerk II		18.25
01013 - Accounting Clerk III		20.42
01020 - Administrative Assistant		28.57
01035 - Court Reporter		26.94
01041 - Customer Service Representative I		13.62
01042 - Customer Service Representative II		15.32
01043 - Customer Service Representative III		16.71
01051 - Data Entry Operator I		14.01
01052 - Data Entry Operator II		15.28
01060 - Dispatcher Motor Vehicle		18.79
01070 - Document Preparation Clerk		16.53
01090 - Duplicating Machine Operator		16.53
01111 - General Clerk I		14.44
01112 - General Clerk II		15.75
01113 - General Clerk III		17.68
01120 - Housing Referral Assistant		20.78

01141 - Messenger Courier	14.74
01191 - Order Clerk I	13.91
01192 - Order Clerk II	15.60
01261 - Personnel Assistant (Employment) I	15.89
01262 - Personnel Assistant (Employment) II	17.78
01263 - Personnel Assistant (Employment) III	19.82
01270 - Production Control Clerk	21.93
01290 - Rental Clerk	14.97
01300 - Scheduler Maintenance	16.66
01311 - Secretary I	16.66
01312 - Secretary II	18.64
01313 - Secretary III	20.78
01320 - Service Order Dispatcher	16.79
01410 - Supply Technician	28.57
01420 - Survey Worker	17.27
01460 - Switchboard Operator/Receptionist	14.63
01531 - Travel Clerk I	17.93
01532 - Travel Clerk II	19.35
01533 - Travel Clerk III	20.83
01611 - Word Processor I	15.60
01612 - Word Processor II	17.51
01613 - Word Processor III	19.60
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	22.17
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.37
07041 - Cook I	13.37
07042 - Cook II	15.96
07070 - Dishwasher	11.94
07130 - Food Service Worker	12.07
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	12.11
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.24
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	17.38
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer Minor	14.77
09130 - Upholsterer	17.31
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	11.92
11060 - Elevator Operator	11.92

11090 - Gardener	19.61
11122 - Housekeeping Aide	12.52
11150 - Janitor	12.52
11210 - Laborer Grounds Maintenance	13.86
11240 - Maid or Houseman	11.98
11260 - Pruner	12.47
11270 - Tractor Operator	17.68
11330 - Trail Maintenance Worker	13.86
11360 - Window Cleaner	13.61
12000 - Health Occupations	
12010 - Ambulance Driver	17.68
12011 - Breath Alcohol Technician	24.13
12012 - Certified Occupational Therapist Assistant	32.31
12015 - Certified Physical Therapist Assistant	23.15
12020 - Dental Assistant	21.16
12025 - Dental Hygienist	43.88
12030 - EKG Technician	26.22
12035 - Electroneurodiagnostic Technologist	26.22
12040 - Emergency Medical Technician	17.68
12071 - Licensed Practical Nurse I	21.57
12072 - Licensed Practical Nurse II	24.13
12073 - Licensed Practical Nurse III	26.90
12100 - Medical Assistant	16.60
12130 - Medical Laboratory Technician	23.73
12160 - Medical Record Clerk	17.66
12190 - Medical Record Technician	19.76
12195 - Medical Transcriptionist	19.10
12210 - Nuclear Medicine Technologist	41.35
12221 - Nursing Assistant I	12.21
12222 - Nursing Assistant II	13.72
12223 - Nursing Assistant III	14.97
12224 - Nursing Assistant IV	16.80
12235 - Optical Dispenser	18.13
12236 - Optical Technician	16.34
12250 - Pharmacy Technician	16.74
12280 - Phlebotomist	16.44
12305 - Radiologic Technologist	32.17
12311 - Registered Nurse I	26.93
12312 - Registered Nurse II	33.08
12313 - Registered Nurse II Specialist	33.08
12314 - Registered Nurse III	40.02
12315 - Registered Nurse III Anesthetist	40.02
12316 - Registered Nurse IV	47.96
12317 - Scheduler (Drug and Alcohol Testing)	29.89
12320 - Substance Abuse Treatment Counselor	21.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.20
13012 - Exhibits Specialist II	22.55
13013 - Exhibits Specialist III	27.58
13041 - Illustrator I	18.79
13042 - Illustrator II	23.18
13043 - Illustrator III	28.27
13047 - Librarian	24.32
13050 - Library Aide/Clerk	14.28
13054 - Library Information Technology Systems Administrator	21.96

13058 - Library Technician	15.54
13061 - Media Specialist I	15.84
13062 - Media Specialist II	17.72
13063 - Media Specialist III	19.76
13071 - Photographer I	15.64
13072 - Photographer II	17.50
13073 - Photographer III	21.68
13074 - Photographer IV	26.52
13075 - Photographer V	32.08
13090 - Technical Order Library Clerk	17.93
13110 - Video Teleconference Technician	20.32
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.05
14042 - Computer Operator II	19.07
14043 - Computer Operator III	21.26
14044 - Computer Operator IV	23.63
14045 - Computer Operator V	26.17
14071 - Computer Programmer I	(see 1) 23.13
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	17.05
14160 - Personal Computer Support Technician	23.63
14170 - System Support Specialist	30.04
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.06
15020 - Aircrew Training Devices Instructor (Rated)	36.56
15030 - Air Crew Training Devices Instructor (Pilot)	43.58
15050 - Computer Based Training Specialist / Instructor	30.06
15060 - Educational Technologist	27.03
15070 - Flight Instructor (Pilot)	43.58
15080 - Graphic Artist	24.21
15085 - Maintenance Test Pilot Fixed Jet/Prop	43.58
15086 - Maintenance Test Pilot Rotary Wing	43.58
15088 - Non-Maintenance Test/Co-Pilot	43.58
15090 - Technical Instructor	22.31
15095 - Technical Instructor/Course Developer	27.29
15110 - Test Proctor	18.01
15120 - Tutor	18.01
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	13.87
16030 - Counter Attendant	13.87
16040 - Dry Cleaner	16.26
16070 - Finisher Flatwork Machine	13.87
16090 - Presser Hand	13.87
16110 - Presser Machine Drycleaning	13.87
16130 - Presser Machine Shirts	13.87
16160 - Presser Machine Wearing Apparel Laundry	13.87
16190 - Sewing Machine Operator	16.94
16220 - Tailor	17.62
16250 - Washer Machine	14.90
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.19

19040 - Tool And Die Maker	27.60
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.02
21030 - Material Coordinator	21.93
21040 - Material Expediter	21.93
21050 - Material Handling Laborer	14.05
21071 - Order Filler	13.99
21080 - Production Line Worker (Food Processing)	17.02
21110 - Shipping Packer	15.87
21130 - Shipping/Receiving Clerk	15.87
21140 - Store Worker I	12.84
21150 - Stock Clerk	16.74
21210 - Tools And Parts Attendant	17.02
21410 - Warehouse Specialist	17.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	34.59
23019 - Aircraft Logs and Records Technician	25.96
23021 - Aircraft Mechanic I	32.73
23022 - Aircraft Mechanic II	34.59
23023 - Aircraft Mechanic III	36.43
23040 - Aircraft Mechanic Helper	21.33
23050 - Aircraft Painter	30.52
23060 - Aircraft Servicer	25.96
23070 - Aircraft Survival Flight Equipment Technician	30.52
23080 - Aircraft Worker	28.25
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	28.25
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	32.73
23110 - Appliance Mechanic	23.05
23120 - Bicycle Repairer	18.91
23125 - Cable Splicer	41.90
23130 - Carpenter Maintenance	21.60
23140 - Carpet Layer	17.30
23160 - Electrician Maintenance	23.23
23181 - Electronics Technician Maintenance I	26.09
23182 - Electronics Technician Maintenance II	28.19
23183 - Electronics Technician Maintenance III	30.23
23260 - Fabric Worker	20.84
23290 - Fire Alarm System Mechanic	24.64
23310 - Fire Extinguisher Repairer	18.99
23311 - Fuel Distribution System Mechanic	31.59
23312 - Fuel Distribution System Operator	22.77
23370 - General Maintenance Worker	18.18
23380 - Ground Support Equipment Mechanic	32.73
23381 - Ground Support Equipment Servicer	25.96
23382 - Ground Support Equipment Worker	28.25
23391 - Gunsmith I	18.99
23392 - Gunsmith II	22.67
23393 - Gunsmith III	26.27
23410 - Heating Ventilation And Air-Conditioning Mechanic	22.16
23411 - Heating Ventilation And Air Contidioning Mechanic (Research Facility)	23.42
23430 - Heavy Equipment Mechanic	25.56
23440 - Heavy Equipment Operator	22.75

23460 - Instrument Mechanic	27.05
23465 - Laboratory/Shelter Mechanic	24.49
23470 - Laborer	14.05
23510 - Locksmith	20.70
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist Maintenance	22.96
23580 - Maintenance Trades Helper	16.05
23591 - Metrology Technician I	27.05
23592 - Metrology Technician II	28.59
23593 - Metrology Technician III	30.09
23640 - Millwright	28.70
23710 - Office Appliance Repairer	19.75
23760 - Painter Maintenance	18.37
23790 - Pipefitter Maintenance	24.55
23810 - Plumber Maintenance	22.89
23820 - Pneudraulic Systems Mechanic	26.27
23850 - Rigger	26.17
23870 - Scale Mechanic	22.67
23890 - Sheet-Metal Worker Maintenance	21.11
23910 - Small Engine Mechanic	18.04
23931 - Telecommunications Mechanic I	28.95
23932 - Telecommunications Mechanic II	30.60
23950 - Telephone Lineman	22.18
23960 - Welder Combination Maintenance	20.24
23965 - Well Driller	25.94
23970 - Woodcraft Worker	26.27
23980 - Woodworker	18.99
24000 - Personal Needs Occupations	
24550 - Case Manager	15.56
24570 - Child Care Attendant	12.05
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	12.09
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.16
25040 - Sewage Plant Operator	25.92
25070 - Stationary Engineer	26.16
25190 - Ventilation Equipment Tender	16.29
25210 - Water Treatment Plant Operator	25.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	23.85
27007 - Baggage Inspector	13.55
27008 - Corrections Officer	21.93
27010 - Court Security Officer	23.57
27030 - Detection Dog Handler	16.13
27040 - Detention Officer	21.93
27070 - Firefighter	25.86
27101 - Guard I	13.55
27102 - Guard II	16.13
27131 - Police Officer I	31.12
27132 - Police Officer II	34.59
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	16.81
28042 - Carnival Equipment Repairer	18.64

28043 - Carnival Worker	11.75
28210 - Gate Attendant/Gate Tender	14.95
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	16.73
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	20.69
28630 - Sports Official	13.33
28690 - Swimming Pool Operator	22.29
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	26.74
29020 - Hatch Tender	26.74
29030 - Line Handler	26.74
29041 - Stevedore I	24.56
29042 - Stevedore II	28.90
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	41.32
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	28.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	31.37
30021 - Archeological Technician I	18.61
30022 - Archeological Technician II	20.83
30023 - Archeological Technician III	25.80
30030 - Cartographic Technician	25.80
30040 - Civil Engineering Technician	26.95
30051 - Cryogenic Technician I	28.57
30052 - Cryogenic Technician II	31.55
30061 - Drafter/CAD Operator I	18.61
30062 - Drafter/CAD Operator II	20.83
30063 - Drafter/CAD Operator III	23.22
30064 - Drafter/CAD Operator IV	28.57
30081 - Engineering Technician I	16.02
30082 - Engineering Technician II	17.98
30083 - Engineering Technician III	21.48
30084 - Engineering Technician IV	25.33
30085 - Engineering Technician V	30.27
30086 - Engineering Technician VI	34.64
30090 - Environmental Technician	22.20
30095 - Evidence Control Specialist	25.80
30210 - Laboratory Technician	22.92
30221 - Latent Fingerprint Technician I	26.36
30222 - Latent Fingerprint Technician II	29.11
30240 - Mathematical Technician	28.38
30361 - Paralegal/Legal Assistant I	21.19
30362 - Paralegal/Legal Assistant II	25.11
30363 - Paralegal/Legal Assistant III	30.71
30364 - Paralegal/Legal Assistant IV	37.16
30375 - Petroleum Supply Specialist	31.55
30390 - Photo-Optics Technician	25.80
30395 - Radiation Control Technician	31.55
30461 - Technical Writer I	24.28
30462 - Technical Writer II	29.70
30463 - Technical Writer III	35.93
30491 - Unexploded Ordnance (UXO) Technician I	26.26
30492 - Unexploded Ordnance (UXO) Technician II	31.77
30493 - Unexploded Ordnance (UXO) Technician III	38.08
30494 - Unexploded (UXO) Safety Escort	26.26
30495 - Unexploded (UXO) Sweep Personnel	26.26

30501 - Weather Forecaster I	28.57
30502 - Weather Forecaster II	34.76
30620 - Weather Observer Combined Upper Air Or Surface Programs	(see 2) 23.22
30621 - Weather Observer Senior	(see 2) 25.80
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.77
31020 - Bus Aide	13.13
31030 - Bus Driver	20.38
31043 - Driver Courier	15.17
31260 - Parking and Lot Attendant	12.22
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.17
31361 - Truckdriver Light	16.83
31362 - Truckdriver Medium	18.71
31363 - Truckdriver Heavy	22.17
31364 - Truckdriver Tractor-Trailer	22.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.49
99030 - Cashier	11.87
99050 - Desk Clerk	12.35
99095 - Embalmer	28.19
99130 - Flight Follower	26.26
99251 - Laboratory Animal Caretaker I	14.65
99252 - Laboratory Animal Caretaker II	16.25
99260 - Marketing Analyst	29.63
99310 - Mortician	28.19
99410 - Pest Controller	17.94
99510 - Photofinishing Worker	16.26
99710 - Recycling Laborer	24.17
99711 - Recycling Specialist	31.02
99730 - Refuse Collector	20.99
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	11.48
99830 - Survey Party Chief	32.04
99831 - Surveying Aide	19.29
99832 - Surveying Technician	27.20
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life accident and health insurance plans sick leave pension plans civic and personal leave severance pay and savings and thrift plans. Minimum employer contributions costing an average of \$4.54 per hour computed on the basis of all hours worked by service employees employed on the contract.

HEALTH & WELFARE EO 13706: Minimum employer contributions costing an average of \$4.22 per hour computed on the basis of all hours worked by service employees employed on the covered contracts. *

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor 3 weeks after 5 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or

local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of "wash and wear" materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2020)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

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

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

PUBLIC HOUSING AUTHORITY REQUIREMENTS

Contractors, Service Providers, Professional & Technical Providers and their subcontractors are advised that HUD “Section 3” regulations apply.

Section 3 Overview

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. 1701u) (section 3), which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities. Section 3 is intended to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

The City of Chandler’s Housing Rehabilitation Program uses federal funding through HUD, and is required to administer the Section 3 provisions, and follow 24 CFR- HOUSING AND URBAN DEVELOPMENT, Part 135 - ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS of the Code of Federal Regulation pertaining to low and very low income person(s). Contractors, Service Providers, Professional & Technical Providers and their subcontractors are advised that HUD “Section 3” regulations apply to all program activities which generate employment opportunities.

ATTACHMENTS: COMPLETE AND SUBMIT TO THE CITY OF CHANDLER

- ☐ **Attachment 1/ Statement of Workforce Needs** - (Fill out, sign, date and submit to the City of Chandler)
- ☐ **Attachment 2/ Certification for Business Concerns Seeking SECTION 3 Preference in Contracting and Demonstration of Capacity** – Fill out, sign, date and submit to the City of Chandler. All information is required if seeking Section 3 preference or not.)
- ☐ **Attachment 3/ HUD FY 2018 Income** – *(Required document; sign, date and submit with sealed bid acknowledging that this document was provided)*
- ☐ **Attachment 4/ Section 3 Income Verification/ Self-Certification**-(*Fill out, sign, date and submit 1 form for every employee to the City of Chandler only if applying for self-certification for Section 3*)
- ☐ **Attachment 5/ Section 3 Compliance Certification**- (*Required document; fill out, sign, date and submit to the City of Chandler*)

REQUIREMENTS /ATTACHMENT 1

SECTION 3 STATEMENT OF WORKFORCE NEEDS

The Workforce Need Statement Worksheet gathers the following required information:

1. **employees you will need on this project**– *how many people will you to hire?*
2. **employees currently filling each position** – *how many people are already working?*
3. **estimated employees needed to fill each position** – *subtract the number of employees currently filling each position from number of employees needed for each positions to complete the estimated number of employees.*
4. **estimated number of Section 3 employees to be hired to fill the open positions** – *use column 3 to estimate the number of Section 3 residents you anticipate hiring.*

Professional Service Provider Information:	
Company Name:	<u>Pm Plumbing & Mechanical, Inc</u>
Owner(s) Name:	<u>Robette Sherrard, Paul Sherrard</u>
Address:	<u>660 E Main St, Mesa, AZ 85203</u>
Phone:	<u>480 844 2892</u> Email: <u>pmplumbing@pmplumb.com</u>

TYPE OF BUSINESS: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship

Estimated Project Workforce Breakdown

(Do not leave blank spaces)

Job Category	Total Estimated Positions Needed (this Project)	Number of positions occupied by permanent employees	Number of positions not occupied	Number of positions to be filled with Section 3 Residents (this project)
Professionals	0	0	0	0
Technicians	3	3	0	0
Office/Clerical	1	1	0	0
Officials/Managers	1	1	0	0
Sales	0	0	0	0
Craft Workers (skilled)	0	0	0	0
Equipment Operators (semi-skilled)	0	0	0	0
Laborers (unskilled)	0	0	0	0
Service Workers	0	0	0	0
Other Construction Trades	0	0	0	0
TOTALS	5	5	0	0

By signing below, I am certifying that the above information is an accurate estimate of workforce needs for this project.

Robette Sherrard

Authorized Signature

11/4/20

Date

REQUIREMENTS / ATTACHMENT 2
CERTIFICATION FOR SEEKING SECTION 3 PREFERENCE
IN CONTRACTING WITH THE CITY OF CHANDLER PROJECTS & DEMONSTRATION OF CAPABILITY

Company Name: PM Plumbing & Mechanical, Inc.
Company Owner(s): Robette Sherrard, Paul Sherrard
Address: 660 E Main St, Mesa, AZ 85203
Phone: 480 844 2892 Fax: 480 844 7455 Email: pmplumbing@pmplumb.com
Business Type: ☒ Corporation ☐ Partnership ☐ Sole Proprietorship

SECTION 3 DETERMINATION:

If the answer to any of the questions below is YES, the business qualifies as a Section 3 Business Concern. Please provide the required documentation as needed to the City of Chandler.

1. Is the business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income? (Please see attachment 3) ☐ Yes ☒ No

If yes, the business is considered a 'Section 3 Resident-Owned Enterprise'. One form of documentation is needed for each of the business owners:

☐ Federal Income Tax Returns ☐ W-2 Income Statements ☐ Paycheck Stubs
☐ Evidence of Public Assistance ☐ Other:

2. Do 30% (or more) of your full time, permanent employees have household incomes that are NO GREATER THAN 80% of Area Median Income? (Please see attachment 3) ☐ Yes ☒ No

If yes, the business is considered a Section 3 Business Concern. Please provide the following:

☐ List of all current Full Time employees (attach a separate sheet to this form)
☐ Self-Certification Income Form (see attachment 4) for all employees earning less than 80% of median income

3. Will you subcontract more than 25% of this contract with any business that is either 51% owned by Section 3 residents or 30% or more of its employees are Section 3 residents? ☐ Yes ☒ No

If yes, please provide the following documentation:

☐ List of subcontracted Section 3 business(es) and subcontract amount
☐ Evidence which identifies the subcontractor is considered a Section 3 Business Concern (Sections 1 and 2 above provide examples of evidence to be used to identify a Section 3 Business Concern)

Robette Sherrard
Authorized Signature

11/24/20
Date

REQUIREMENTS /ATTACHMENT 3

***HUD FY 2020 INCOME LIMITS - MARICOPA COUNTY
CDBG and HOME FUNDED PROGRAMS/PROJECTS***

The FY 2019 Income Limits are in effect as of **July 1, 2020**. For all CDBG & HOME programs/projects, moderate-income is defined at or below 80% of Area Median Income (AMI) but greater than 50% AMI; low-income is defined at or below 50% of AMI.

2019 Income Limit Categories	MAXIMUM INCOME BY HOUSEHOLD SIZE							
Persons In Household	1	2	3	4	5	6	7	8
0-30% AMI (Extremely Low Income)	16,350	18,700	21,050	23,350	25,250	27,100	29,000	30,850
31 - 50% (Very Low Income)	27,250	31,1500	35,050	38,900	42,050	45,150	48,250	51,350
51-60% (Low Income)	32,700	37,380	42,060	46,680	50,460	54,180	57,900	61,620
61-80% (Moderate Income)	43,600	49,800	56,050	62,250	67,250	72,250	77,200	82,200

REQUIREMENTS /ATTACHMENT 4

N/A

SECTION 3 INCOME VERIFICATION AND SELF CERTIFICATION FOR PERMANENT FULLTIME EMPLOYEES

Date: _____ Last 4 No.SSN _____

Name: _____

_____ Last Name _____ First Name _____ M.I. _____

Address: _____

_____ Street _____ City _____ Zip _____

Male: ☐ Female: ☐ Phone No. _____

It is the policy of these employers to provide equal opportunity to all of the employees and applicants for employment and to ensure that there be no discrimination against any persons on the grounds of race, color, national origin, political affiliation, sexual preference, age, or sex. The following questions are for the purpose of tracking the hiring benefits of this project and are optional and will remain confidential. This information will not be made a part of your personnel records.

Race/Ethnic Group (check) ☐ African American ☐ Am. Indian / Native American
☐ Asian / Pacific Islander ☐ Caucasian ☐ Hispanic / Latino ☐ Other

Annual Household Income (Please check one income box for your family size)

Family Size	Yearly Household Income			
	Less than		or	greater than
1 ☐	\$38,750	☐	or	\$38,751 ☐
2 ☐	\$44,250	☐	or	\$44,251 ☐
3 ☐	\$49,800	☐	or	\$49,801 ☐
4 ☐	\$55,300	☐	or	\$55,301 ☐
5 ☐	\$59,750	☐	or	\$59,751 ☐
6 ☐	\$64,150	☐	or	\$64,151 ☐
7 ☐	\$68,600	☐	or	\$68,601 ☐
8 ☐	\$73,000	☐	or	\$73,001 ☐

This income can be verified by:

☐ Federal Income Tax Returns / W2s
Stubs

☐ Pay Stubs / Other Income

☐ _____ Housing Authority

☐ AHCCS, ALTCS, TANF, or
Food Stamp Recipient

Certification and Agreement

This information will be used to ensure compliance with U.S. Department of Housing and Urban Development Section 3 eligibility requirements. With your signature, you are certifying that the above information is correct to the best of your knowledge; falsifying information on this form is a federal offense. The penalty for making false statements is prescribed in the US Criminal Code 18 U.S.C. 1001.



Signature of Employee

11 / 4 / 20

Date

REQUIREMENTS /ATTACHMENT 5

SECTION 3 COMPLIANCE CERTIFICATION ECONOMIC OPPORTUNITIES FOR LOW AND VERY LOW INCOME PERSONS

The Section 3 Compliance Certification form is provided to ensure that each entity contracting with the City of Chandler federally funded projects are aware of the requirements and clauses that will be required in all Section 3 covered contracts.

The City of Chandler Housing & Redevelopment Division will ensure that the following clauses are included in all Section 3 covered contracts. The Professional & Technical Service provider will be bound by its provisions.

Every applicant, recipient, contracting part, Contractor, Professional & Technical Service providers and subcontractors shall incorporate, or cause to be incorporated, in all Contractors for work in connection with a Section 3 covered project, the following clause:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 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.
- C. The Professional & Technical Service provider agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Professional & Technical Service provider commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 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.
- D. The Professional & Technical Service provider 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 Professional & Technical Service provider will not subcontract with any subcontractor where the Professional & Technical Service provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Professional & Technical Service provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Professional & Technical Service provider is selected but before the contract is executed, and (2) with persons other

than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Professional & Technical Service providers obligations under CFR part 135.

- F. 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.

This form provides technical specifications as part of the HUD requirements pertaining to Section 3. The Professional & Technical Service provider that is selected for this project will be required to provide this form to any subcontractor hired for this project. If you are the selected Professional & Technical Service provider for this project, you must agree to comply with Steps 1, 2 & 3 below:

1. You must sign and date this form for every pay period in connection with this project and include with your Pay Application, and Davis-Bacon Certified Payroll Report:
2. In connection with this project, you must also complete, sign, date, and submit a progress report for every pay period worked, to the City of Chandler.

I have read, understand, and agree to comply with these requirements as stated above.

PM Plumbing & Mechanical, Inc.

Company Name (please print)

Bobette Sherrard

Authorized Name (please print)

President

Title of Person Authorized to Sign (please print)

Bobette Sherrard

Signature

Date: 11 / 4 / 20