



City Clerk Document No. _____

Public Housing Authority Commission Meeting Date: November 1, 2021

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC HOUSING LANDSCAPE MAINTENANCE
CITY OF CHANDLER AGREEMENT NO. HO2-988-4387**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Brightview Landscape Services, Inc., an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2021 (Effective Date).

RECITALS

- A. City proposes to provide public housing landscape 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

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on November 15, 2021 and ends on November 14, 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.

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. 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: Jon Hasbrouk
 Title: Vice President & General Manager
 Address: 620 N. Golden Key
Gilbert, AZ 85233
 Phone: 480-276-6772
 Email: katerina.villagomez1@brightview.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 E – Site Addresses

Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

Exhibit F – Site Maps
Exhibit G – HUD Documents

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.

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:  _____

Its: VPGM _____

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

SCOPE OF WORK

1. STATEMENT OF PURPOSE:

- 1.1.** Contractor will provide the City of Chandler Housing and Redevelopment Division (HRD) with landscape maintenance services for the City's Public Housing properties.
- 1.2.** HRD owns and maintains five (5) apartment complexes, and 103 single-family homes. This contract includes the annual landscape maintenance of five (5) apartment complexes and landscape services for the scattered single family homes on an as needed basis.

2. SCOPE OF WORK:

2.1. Apartment Sites Tree Pruning (Lot One):

- 2.1.1.** Apartment site tree pruning shall be performed as needed at the five (5) public housing apartment.
- 2.1.2.** Prune all trees on the sites in an acceptable and methodical manner, using selective pruning in keeping with good horticultural practices.
- 2.1.3.** All trees shall be trimmed a minimum of five (5) feet above roofs, three (3) feet from the face of buildings, eight (8) feet above sidewalks, and 13'-6" above driveways and streets.
- 2.1.4.** Pruning shall include the removal of dead, dying, diseased, crossing and broken branches; not to exceed 25 feet in height, of each tree.
- 2.1.5.** Pruning at heights over 25 feet where climbing gear or man lifts are required, shall NOT be included in the annual service agreement. These pruning tasks will be performed on an as needed basis and will be billed separately from the annual contract using specific cost quotes.
- 2.1.6.** Additional touch up tree trimming and pruning services may be required throughout the year on an as need basis and will be billed separately from the annual contract using independent cost quotes.

2.2. Apartment Sites Shrub Pruning (Lot One):

- 2.2.1.** Apartment site shrub pruning shall be performed as needed at the five (5) public housing apartment sites.
- 2.2.2.** All shrubs shall be pruned a minimum of three (3) feet from buildings, one (1) foot from curbs, sidewalks, drives, and parking spaces.
- 2.2.3.** Prune all shrubs on the sites in an acceptable and methodical manner, using selective pruning in keeping with good horticultural practices.

2.3. Apartment Sites Cleanup (Lot One):

- 2.3.1.** Apartment site cleanup shall be performed one (1) time per month at the five (5) public housing apartment sites.
- 2.3.2.** Apartment site cleanup shall consist of removing vegetation debris, trimmings,

leaves, weeds and trash from the site.

2.3.3. Pick-up bulk items such as but not limited to couches, tv's, mattresses, etc., and dispose of them at the landfill weekly. Include disposal fees in cost.

2.3.4. Site cleanup includes all landscaped areas, lawns, granite, playgrounds, courts and sidewalks.

2.3.5. The asphalt driveways and parking areas are not included.

2.4. Apartment Sites Lawn Mowing (Lot Two):

2.4.1. Lawn mowing shall be performed at two (2) of the public housing apartment sites located at 73 S. Hamilton St. and 660 S. Palm Ln.

2.4.2. Lawn mowing shall be performed (1) time a week starting April 15 and ending November 1 for the apartment sites located at 73 S. Hamilton St. and 660 S. Palm Ln.

2.4.3. All turf shall be mowed to not less than 1-1/2" in height and no more than 2" in height. The height of cutting to be maintained consistently to insure against mower burns or gouging.

2.4.4. Turf will be edged and trimmed as necessary to maintain a neat appearance.

2.4.5. All lawn areas inaccessible to mowing equipment will be trimmed. Care shall be taken with trimmers to avoid damaging tree trunks and property.

2.4.6. Prior to mowing, the area shall be cleaned and free of all debris, trash, bottles and miscellaneous litter.

2.4.7. Bagging of grass will not be required unless there are piles of grass left after mowing or deemed necessary by the MS.

2.5. Apartment Sites Weed Control (Lot Three):

2.5.1. Contractor shall be responsible for keeping the five (5) apartment sites free of weeds and unwanted grass.

2.5.2. Contractor shall maintain the areas with herbicides and manual labor as needed.

2.5.3. Pre-Emergent: Two (2) complete applications of Surflan, or approved alternate, applied at a rate of 4 quarts per acre for all sites.

2.5.4. Post-Emergent: Post emergent herbicides shall be used by the Contractor for weed control as needed at the Contractor's expense.

2.5.5. Weeds that exceed 3" in height or diameter shall be manually removed.

2.5.6. All dead weeds and chemically controlled weeds shall be removed or raked out.

2.5.7. All turf areas shall be treated for weed control in the winter with one (1) application of broadleaf weed control. Any additional turf applications shall be applied at Contractor's expense. Mowing of grass is not considered a weed control measure.

2.5.8. Any additional herbicide application needed, other than the required applications of pre-emergent and turf herbicide, shall be the Contractor's responsibility and applied at their own expense.

2.5.9. Contractor shall complete and furnish copies of herbicide Spray Logs with the billing invoices to the MS on a monthly basis.

2.5.10. No soil sterilants of any type shall be used.

2.6. Additional Landscape Maintenance Services (As Needed):

2.6.1. During the term of the contract HRD may require the Contractor to provide additional landscape services on an as needed basis.

2.6.2. A scope of work will be determined by the MS and the Contractor shall provide a quote for the cost of services. No work shall be performed prior to approval by the MS.

2.6.3. The additional landscape services may include items listed in the scope of work and include tree removal, stump grinding, landscaping installation, tree/shrub planting, palm tree trimming, tree lacing and vegetation removal.

2.7. Scattered Single Family Home Yard Maintenance (As Needed):

2.7.1. Yard maintenance services on the scattered single family homes typically result from a neglected yard and must be completed expeditiously within five (5) days of notification.

2.7.2. Yard maintenance services may include yard cleanup, weed control, mowing, trimming, and irrigation repairs as described in the scope of work. The cost for, "Scattered Home Yard Maintenance" shall be inclusive of all tasks listed.

2.7.3. Scattered home yard cleanup shall involve the removal of all debris as directed by the MS, including but not limited to such items as lawn clippings, pruned vegetation, weeds, and trash.

2.7.4. Alley cleanup behind the property may be requested and would require the removal of debris within the property lines to the middle of the alley.

2.8. Emergency Landscape Services: Emergency landscape services may be requested for landscape related damage that pose an immediate safety hazard, blocks traffic, restricts the use of sites or causes a similar nuisance. Emergency services typically result from storm damage or fallen trees/branches that require cleanup and removal.

2.9. General Requirements:

2.9.1. The City reserves the right to change the frequency and schedule of landscape services provided in this contract.

2.9.2. Contractor shall supply, at Contractor's own expense, all labor, supervision, parts, materials, chemicals, tools, equipment, and transportation necessary to perform all the specified landscape services.

2.9.3. Contractor shall comply with applicable federal, state and local laws,

ordinances, and codes associated with the specified landscape services.

2.9.4. Contractor shall obtain any licenses, permits and certifications required to perform the work specified in this RFP.

2.9.5. All Debris resulting from landscape services shall be removed from the City's property and legally disposed of at the end of each work day. Contractor will vacuum or sweep up all remaining debris, leaves, and clippings from sidewalks, parking spaces, driveways, gravel areas, and playgrounds prior to leaving the site.

2.9.6. Contractor shall not sweep or blow trash, leaves, clippings, or landscape debris into planters, driveways, parking, and playgrounds, or onto adjacent property.

3. LANDSCAPE SERVICE COSTS:

3.1. The annual landscape services for the five (5) apartment sites shall be categorized as follows in accordance with the price page:

3.1.1. Lot One: Apartment Sites Tree Pruning, Apartment Sites Shrub Pruning, and Apartment Sites Cleanup

3.1.2. Lot Two: Apartment Sites Lawn Mowing

3.1.3. Lot Three: Apartment Sites Weed Control

3.2. Scattered Single Family Home Yard Maintenance and Additional Landscape Maintenance Services will be quoted by the Contractor on an as needed basis.

3.3. Emergency landscape services shall be priced on a per man hour rate for debris cleanup utilizing hand tools typically used for landscape maintenance, cleanup and pruning. In the event special equipment is needed (i.e. backhoe, man lift, crane) a price quote will be provided by the Contractor and must be approved by HRD prior to starting work.

3.4. Contractor shall provide proper equipment and tools. HRD will not pay for extra man hours when labor saving devices are readily available to efficiently and effectively provide landscape services as set forth in this contract.

4. PROPERTY LOCATIONS AND DESCRIPTION:

4.1. The five (5) apartment sites are located at 130 N. Hamilton St., 210 N. McQueen Rd., 73 S. Hamilton St., 660 S. Palm Ln., and 127 N. Kingston St. See site maps Exhibit F.

4.2. With the exception of 660 S. Palm Lane, landscaping services shall cover the entire site within the property boundaries including the landscaped areas between the site wall and the adjacent streets, as shown on the site maps.

4.3. At 660 S. Palm Lane, the landscape strip between the west property wall and Nebraska Street shall not be included in the landscape service area.

4.4. The Family Investment Center located at 71 S. Hamilton St. shall be included with the 73 S. Hamilton St. apartment site landscape maintenance services described in the Scope of Work (section 2).

4.5. The 103 single family homes located within the Chandler City limits.

5. PROCUREMENT AND BILLING:

5.1. Routine landscape services shall be billed monthly for work performed.

5.2. Non-routine (As Needed) landscape service work shall be performed by the Contractor after receiving written approval for proposed/quoted work.

5.3. Upon completion of service work, the Contractor shall provide a monthly invoice signed by the service representative. The invoice shall include, but not be limited to, the following information:

5.3.1. Company name, address, and phone number

5.3.2. Purchase order number

5.3.3. Invoice date

5.3.4. Invoice number

5.3.5. Date of service

5.3.6. Detailed description of the work performed

5.3.7. Itemized list of all charges (quantity, description, unit pricing per the contract)

5.3.8. Tax amount (if applicable)

5.3.9. Arrival, departure, and total time spent on job.

6. SERVICE HOURS & RESPONSE TIME:

6.1.Regular Service Hours: Contractor shall provide landscape services Monday through Friday from 8:00 AM to 5:00 PM.

6.2. Response Time for Additional Landscape Services: Contractor shall respond on-site and start work within five (5) days of receiving a request for services from HRD.

6.3. Emergency Request: Contractor shall arrive to the property location for emergency service requests within 24 hours after notification by HRD, including weekends and holidays, and start mitigation of the emergency item(s).

6.4.Scattered Single Family Home Yard Maintenance: Yard maintenance services on the scattered single family homes typically results from a neglected yard and must completed expeditiously within five (5) days of notification. In the event maintenance services are extensive, completion time may be extended at the discretion of the MS.

7. CONTRACTOR QUALIFICATIONS:

7.1. Contractor shall have a current Arizona Registrar of Contractors CR-21 Landscaping and Irrigation Systems license.

7.2. Contractor shall have a minimum of five (5) years' experience as an Arizona Registrar of Contractors licensed landscaping service Contractor.

7.3. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and possess any license(s), permits, and certifications required to provide the services under this RFP.

- 7.4.** Contractor shall have a current license through the Office of Pest Management for the application of herbicide products at the time of submittal. All chemical application must be done by applicators certified through the Office of Pest Management.
- 7.5.** Contractor shall have an ISA Certified Arborist or Certified Tree Worker available to train, oversee and supervise all pruning of trees.

8. QUALITY CONTROL:

- 8.1.** Where not more specifically described in any of the contract documents, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 8.2.** All work specified herein shall be completed under the direction of and to the satisfaction of the MS or designee.
- 8.3.** Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's quality control program shall be provided to the MS and the Purchasing Division for approval at the time of award. The Contract Administrator/designee will approve or disapprove the Contractor's program within 10 working days of submittal. Contractor *must* have an approved program before commencing work under this Agreement.
- 8.4.** The MS or designee will monitor Contractor's performance to insure Contractor compliance with the requirements of the contract. In the event a deficiency exists, Contractor will be required to explain in writing why performance was unacceptable, how performance will be returned to acceptable levels, and how reoccurrence of the problem will be prevented in the future. Deficiencies shall be corrected by Contractor within five (5) business days. The Contractor *will not* be paid for services not rendered in accordance with the standards set forth in this contract, notwithstanding that the Contractor is required to rework services that were unsatisfactorily performed.
- 8.5.** Contractor shall apply all chemicals, in accordance with all applicable laws, rules, and regulations as well as manufacturer's instructions.
- 8.6.** All site chemical applications shall be performed by applicators licensed through Arizona Department of Agriculture, Office of Pest Management (OPM).
- 8.7.** Contractor shall only apply chemicals approved and registered by the Environmental Protection Agency and considered safe for use in residential areas by the OPM.
- 8.8.** Contractor shall have a program in place to alternate chemical treatments in order to avoid reduction in effectiveness of treatments over time.
- 8.9.** Pruning standards shall follow the Arizona Landscape Contractor Association Standards for Landscape Care for correct pruning.

9. SITE USE AND SAFETY REQUIREMENTS:

- 9.1.** The Contractor's employees shall be identified by a company shirt and identification badge. No employee will be allowed on the City's properties out of uniform.

- 9.2.** All vehicles used by the Contractor must be clearly identified with the name of the company and local phone number.
- 9.3.** Contractor must take necessary safety precautions to prevent any work related safety hazards for employees, residents and the public while performing work under this contract.
- 9.4.** Contractor shall follow OSHA and industry safety standards, and use only industry approved safety equipment in accordance with OSHA and the manufacturer's specifications in the performance of all duties.
- 9.5.** Contractor shall be responsible for cleaning, repairing, or replacement of any damage to the City's or resident's property caused by the Contractor while performing work associated with this service agreement.
- 9.6.** Any damage to sprinkler or irrigation systems, caused by the Contractor shall be repaired prior to the leaving the site.
- 9.7.** City dumpsters and/or resident trash containers shall not be used for disposal of any related material.
- 9.8.** Contractor can park in visitor spaces; parking in designated spaces is not permitted.

10. HUD MAINTENANCE WAGE RATES DETERMINATION (MWRD): The U.S. Department of Housing and Urban Development (HUD) has determined that, for non-construction maintenance work (work not covered by Davis-Bacon requirements), the Housing Authority (HA) must ensure that Contractors do not pay its employees that perform such work for the HA at a rate less than the rates listed on the HUD MWRD table below. Contractor agrees to and verifies that he/she will not pay his/her employees at rates less than the following:

10.1. HUD Maintenance Wage Rate Determination for the City of Chandler Housing Division

Classification	HUD Determined Wage Rate	HUD Determined Fringe Benefit
Groundskeeper	\$15.50	\$1.74
Laborer	\$13.69	\$1.57

- 10.2.** The Groundskeeper position performs mowing, trimming, weeding, planting, cultivation, watering, pruning, irrigation repairs, and applying fertilizers, herbicides, and pesticides.
- 10.3.** The Contractor is not required to submit certified payrolls or pay employees weekly as required by Davis-Bacon and related acts.
- 10.4.** The Housing Division is required to perform periodic checks to verify that employees are being paid at least the wage rates indicated in the HUD MWRD for the work performed under this service contract.

11. CONDITION OF MAINTENANCE AREAS AT BEGINNING OF CONTRACT. Upon receiving official notification that an Agreement has been approved by City Council, Contractor shall

inspect the area for identification of pre-existing conditions that would prevent or adversely affect completion of any normal specific deficiencies found at each Agreement area and submit the list to the MS or designee for review before a Notice to Proceed or purchase order will be issued. The Contract Administrator/designee will evaluate each problem listed to determine if extra compensation is warranted for repair work prior to starting routine maintenance.

The MS or designee may authorize the Contractor to make extra cost repairs or may determine that the items listed represent normal conditions that might be expected at any time during the contract period.

The determination or disposition of all items listed shall be the responsibility of the MS or designee, whose decision shall be final and binding upon the Contractor. All repairs to pre-existing conditions deemed necessary and authorized by the MS or designee, shall be made prior to the start of normal maintenance for the identified areas.

12. CONDITION OF MAINTENANCE AREAS AT END OF CONTRACT: Thirty days prior to the expiration or termination of this Agreement, the MS or designee and the Contractor (if desired) will make a final inspection to determine the condition of all maintenance areas. Items found to be improperly maintained by the outgoing Contractor will be listed and evaluated by the MS or designee.

If the Contractor does not take correcting action, the Contract Administrator/designee will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the outgoing Contractor. The same will apply even if the current (outgoing) Contractor has been awarded a new Agreement for the same areas.

EXHIBIT B
PRICE PROPOSAL PAGE

Apartment Sites Annual Landscape Services

ITEM	Unit of Measure	Cost
Lot One: Apartment Sites Tree and Shrub Pruning, and Cleanup (Sections 2.1, 2.2, 2.3)	Annual	\$61,110.68
Lot Two: Apartment Sites Lawn Mowing (Section 2.4)	Annual	\$6,758.69
Lot Three: Apartment Sites Weed Control (Section 2.5)	Annual	\$1,710.54

Hourly Rates for As Needed Landscape Services

ITEM	Unit of Measure	Cost
Yard & Site Cleanup General	Per Man Hour	\$42
Scattered Home Yard Maintenance	Per Man Hour	\$45
Weed Control (manual & chemical)	Per Man Hour	\$65
Lawn Mowing & Edging	Per Man Hour	\$45
Tree Trimming & Pruning	Per Man Hour	\$75
Shrub Trimming	Per Man Hour	\$45
Irrigation Repair	Per Man Hour	\$55
Pre-emergent Herbicide	Per 1,000 sq ft	\$15
Emergency Landscape Services	Per Man Hour	\$75

Tree Removal As Needed (including removal from property)

Tree Height

0-6'	Per Each	\$225
6'1" – 12'	Per Each	\$375
12'1" – 18'	Per Each	\$525
18'1" – 24'	Per Each	\$750
24'1" – 30'	Per Each	\$1,050
30'1" – 40'	Per Each	\$1,800
40'1" – 50'	Per Each	\$3,000

Stump Grinding (minimum 12" depth below grade)

Stump Diameter

1"-12"	Per Each	\$60
1'1"-2'0"	Per Each	\$150
2'1"-3'	Per Each	\$225

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.

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:

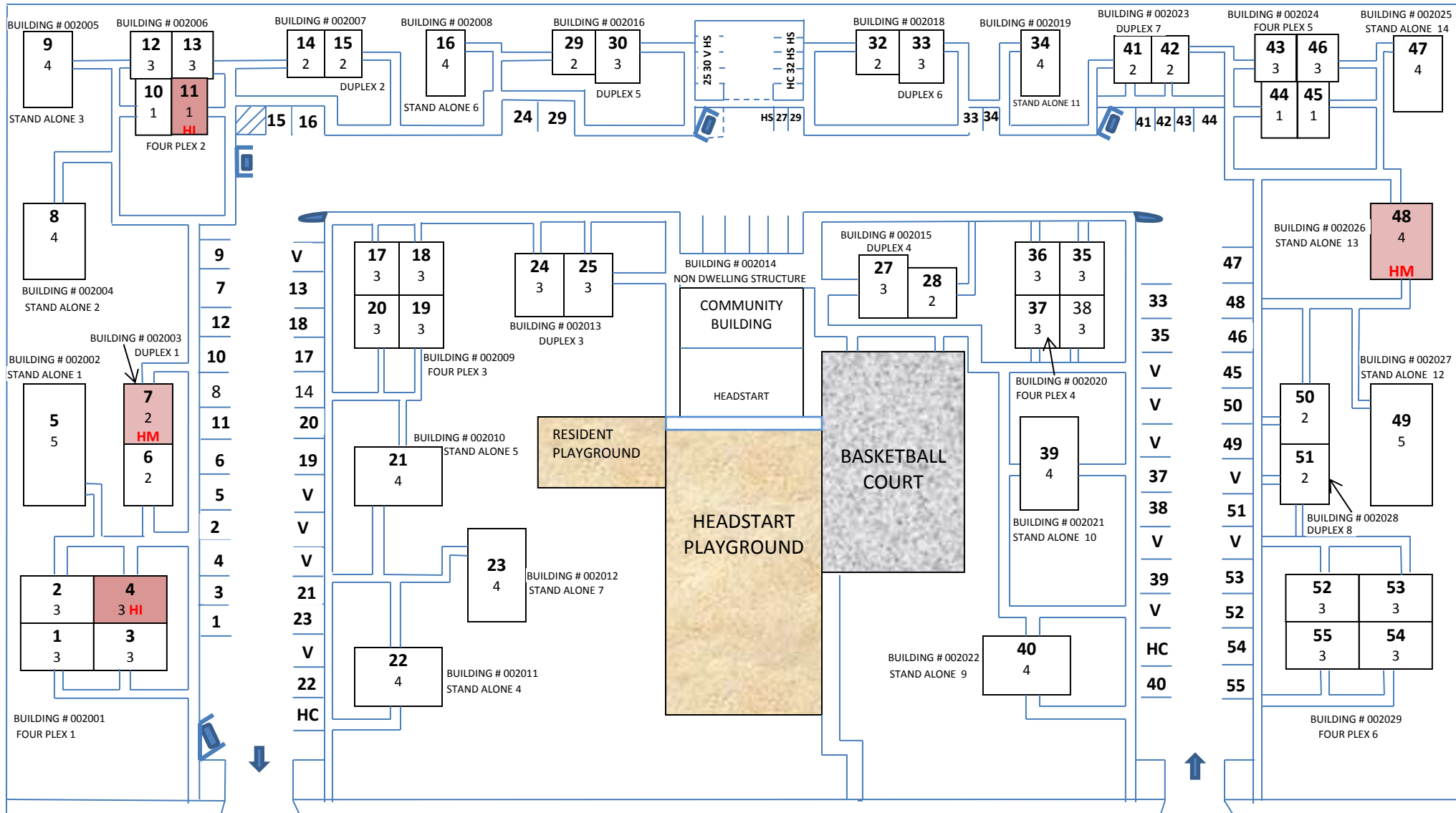
1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, 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.

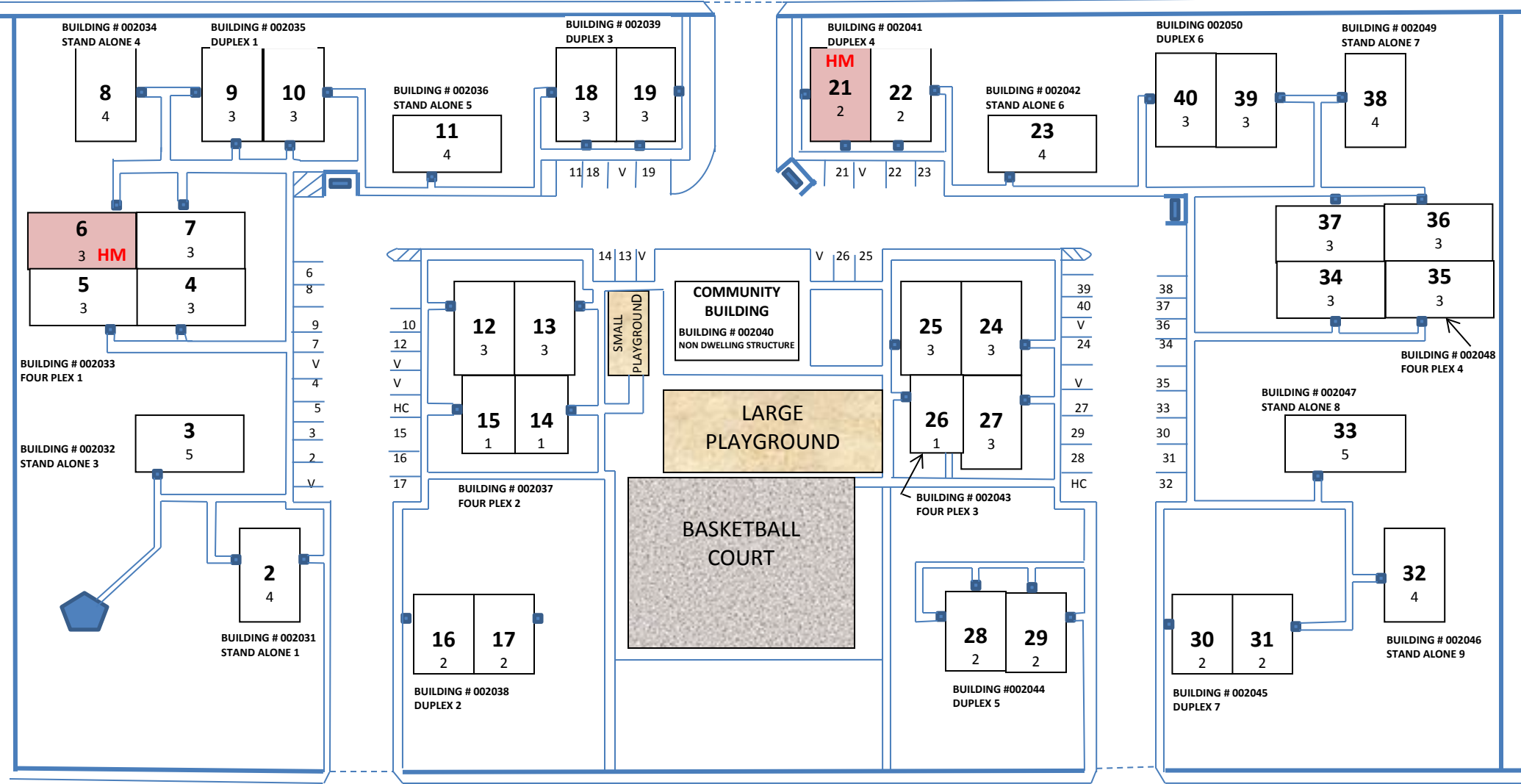
**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

Address	City
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	CHANDLER, AZ 85225
1940 N ILLINOIS ST	CHANDLER, AZ 85225-7077
1990 N IOWA STREET	CHANDLER, AZ 85225-7080
188 W IRONWOOD STREET	CHANDLER, AZ 85225-6622
564 W IRONWOOD STREET	CHANDLER, AZ 85225
744 W KNOX RD	CHANDLER, AZ 85225
6323 W LAREDO ST	CHANDLER, AZ 85226-1724
714 E. LAREDO ST	CHANDLER, AZ 85225
142 W LINDA LANE	CHANDLER, AZ 85225
1724 W LOUGHLIN DRIVE	CHANDLER, AZ 85224-1850
635 E MANOR DR	CHANDLER, AZ 85225
1750 W MARIPOSA COURT	CHANDLER, AZ 85224-6605
1512 W MARLBORO ST	CHANDLER, AZ 85224-1842
786 N MEADOWS DRIVE	CHANDLER, AZ 85224-3528
2226 W MONROE	CHANDLER, AZ 85224
527 W MONTEREY ST	CHANDLER, AZ 85225
797 W MONTEREY ST	CHANDLER, AZ 85225
840 W MONTEREY ST	CHANDLER, AZ 85225-4401
298 N NEBRASKA STREET	CHANDLER, AZ 85225-4575
319 W NOPAL PLACE	CHANDLER, AZ 85225-2665
206 S OAK STREET	CHANDLER, AZ 85226
1190 W OAKLAND ST	CHANDLER, AZ 85224
98 W OAKLAND STREET	CHANDLER, AZ 85225-4537
198 W ORCHID LN	CHANDLER, AZ 85225
1199 W. PALOMINO DR.	CHANDLER, AZ 85224
813 W. PALOMINO DR.	CHANDLER, AZ 85225
947 W PARK AVENUE	CHANDLER, AZ 85225-6508
1714 N PENNINGTON DR	CHANDLER, AZ 85224
840 W SHANNON ST	CHANDLER, AZ 85225
2305 W STOTTLER DR	CHANDLER, AZ 85224-2523
2314 W SUMMIT PLACE	CHANDLER, AZ 85224-1148
673 N SUNSET DRIVE	CHANDLER, AZ 85225-7214
2112 N TAMARISK ST	CHANDLER, AZ 85224
3516 W TOLEDO ST	CHANDLER, AZ 85226
485 W. TOLEDO ST	CHANDLER, AZ 85225-4509
2004 W TYSON ST	CHANDLER, AZ 85224-4211
411 N VALENCIA DRIVE	CHANDLER, AZ 85226-4052
2023 W WESTERN DRIVE	CHANDLER, AZ 85224





210 N. McQUEEN ROAD (CASA DEL SOL)

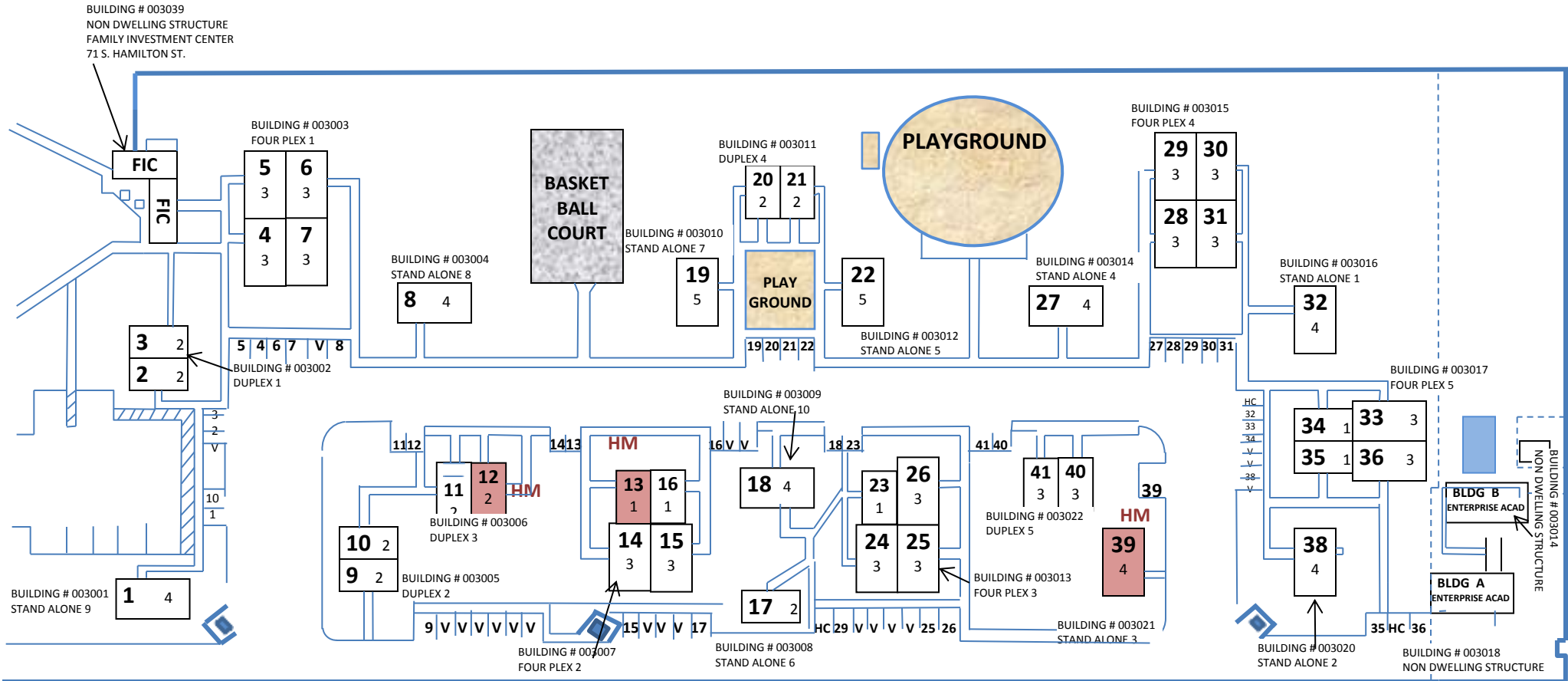
PROJECT # 002
20 BUILDINGS
38 UNITS

KEY

HM: HANDICAPPED MOBILITY UNITS

HI: HEARING IMPAIRED UNITS

(REV 5/4/18)

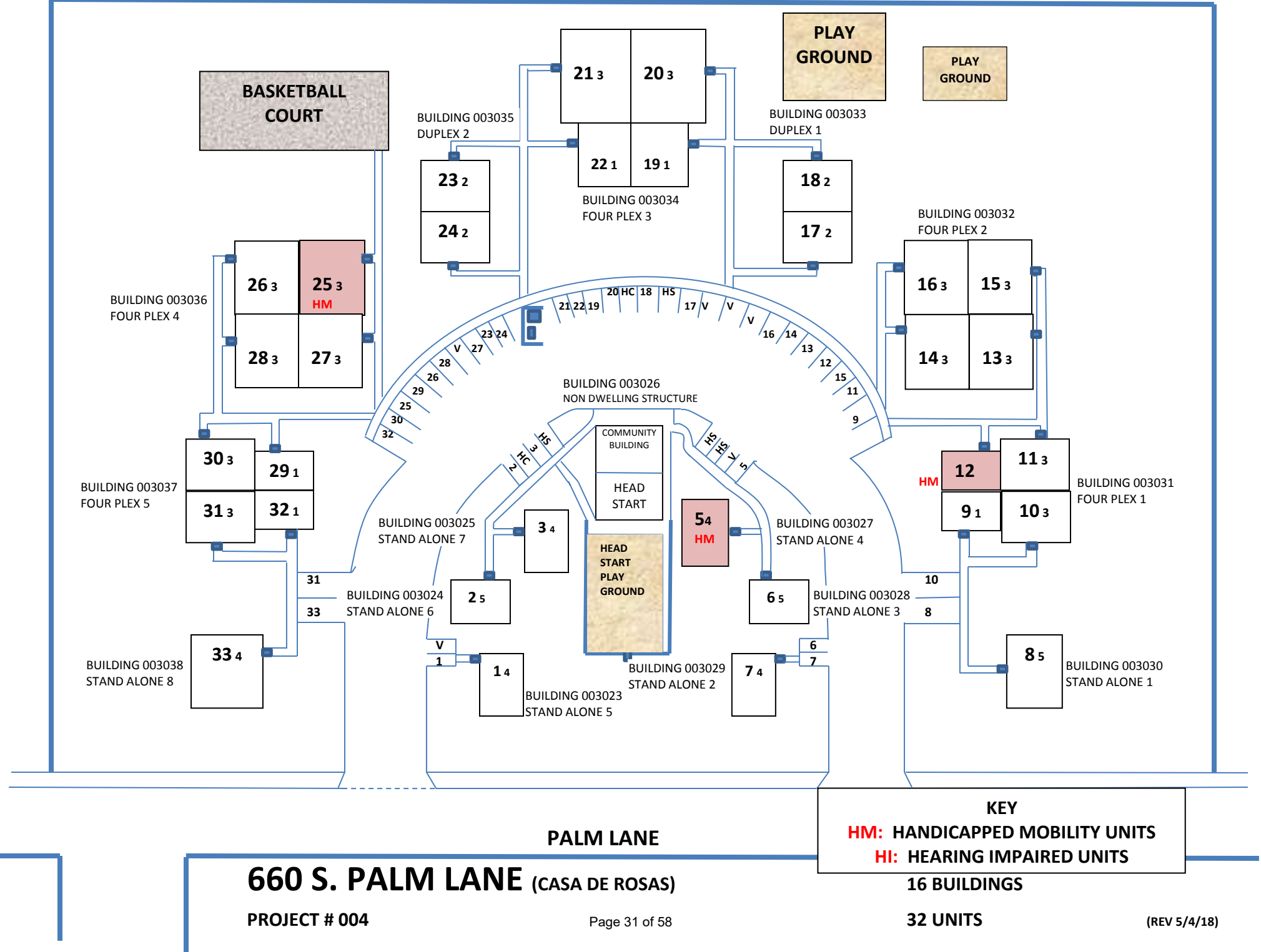


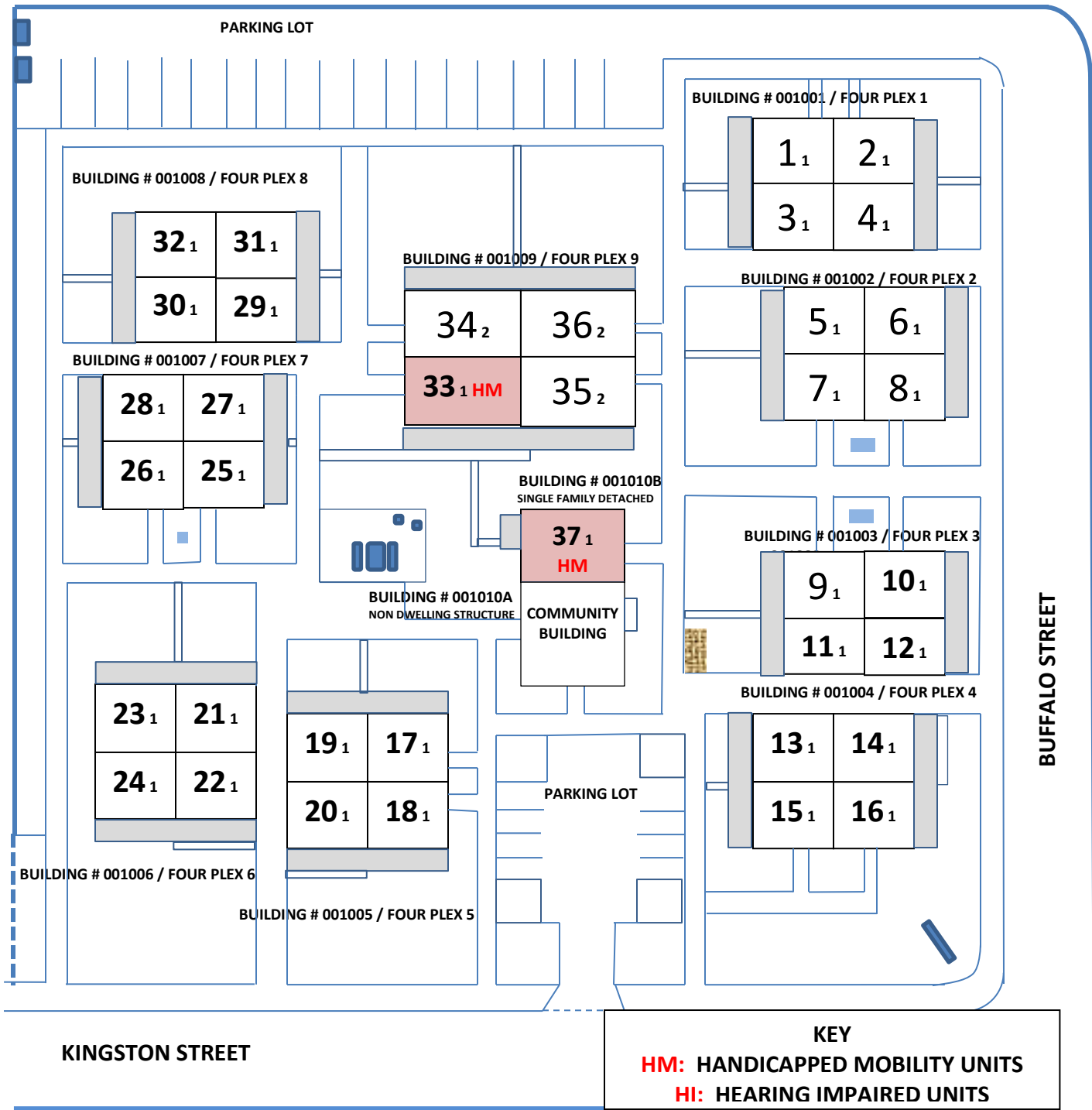
73 SOUTH HAMILTON STREET (CASA BONITA)

PROJECT # 003
22 BUILDINGS
40 UNITS

KEY
HM: HANDICAPPED MOBILITY UNITS
HI: HEARING IMPAIRED UNITS

(REV 5/4/18)





127 NORTH KINGSTON STREET (KINGSTON ARMS)

PROJECT # 005

10 BUILDINGS
37 UNITS

General Conditions for Non-Construction Contracts

Section I – (With or without 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-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

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

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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 contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 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 contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (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.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

final.

- (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.

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: _____

Owner(s) Name: _____

Address: _____

Phone: _____ Email: _____

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				
Technicians				
Office/Clerical				
Officials/Managers				
Sales				
Craft Workers (skilled)				
Equipment Operators (semi-skilled)				
Laborers (unskilled)				
Service Workers				
Other Construction Trades				
TOTALS				

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

Authorized Signature

____/____/____
Date

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

Company Name: _____
 Company Owner(s): _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____
 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*)

 Authorized Signature

____/____/____
 Date

**HUD FY 2021 INCOME LIMITS - MARICOPA COUNTY
CDBG and HOME FUNDED PROGRAMS/PROJECTS**

The FY 2021 Income Limits are in effect as of **July 1, 2021**. 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							
	1	2	3	4	5	6	7	8
0-30% AMI (Extremely Low Income)	16,600	19,000	21,350	23,700	25,600	27,500	29,400	31,300
31 - 50% (Very Low Income)	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150
51-60% (Low Income)	33,180	37,920	42,660	47,400	51,240	55,020	58,800	62,580
61-80% (Moderate Income)	44,250	50,600	56,900	63,200	68,300	73,350	78,400	83,450

72,900 median

REQUIREMENTS /ATTACHMENT 4**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 ☐	\$44,250	☐	or	\$44,251 ☐
2 ☐	\$50,600	☐	or	\$50,601 ☐
3 ☐	\$56,900	☐	or	\$56,901 ☐
4 ☐	\$63,200	☐	or	\$63,201 ☐
5 ☐	\$68,300	☐	or	\$68,301 ☐
6 ☐	\$73,350	☐	or	\$73,351 ☐
7 ☐	\$78,400	☐	or	\$78,401 ☐
8 ☐	\$83,450	☐	or	\$83,451 ☐

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____/____/____
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.

Company Name *(please print)*

Authorized Name *(please print)*

Title of Person Authorized to Sign *(please print)*

Signature

Date: ____ / ____ / ____

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 final.

- (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.

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: _____

Owner(s) Name: _____

Address: _____

Phone: _____ Email: _____

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				
Technicians				
Office/Clerical				
Officials/Managers				
Sales				
Craft Workers (skilled)				
Equipment Operators (semi-skilled)				
Laborers (unskilled)				
Service Workers				
Other Construction Trades				
TOTALS				

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

Authorized Signature

____/____/____
Date

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

Company Name: _____
 Company Owner(s): _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____
 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*)

 Authorized Signature

____/____/____
 Date

HUD FY 2021 INCOME LIMITS - MARICOPA COUNTY
CDBG and HOME FUNDED PROGRAMS/PROJECTS

The FY 2021 Income Limits are in effect as of **July 1, 2021**. 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							
	1	2	3	4	5	6	7	8
0-30% AMI (Extremely Low Income)	16,600	19,000	21,350	23,700	25,600	27,500	29,400	31,300
31 - 50% (Very Low Income)	27,650	31,600	35,550	39,500	42,700	45,850	49,000	52,150
51-60% (Low Income)	33,180	37,920	42,660	47,400	51,240	55,020	58,800	62,580
61-80% (Moderate Income)	44,250	50,600	56,900	63,200	68,300	73,350	78,400	83,450

72,900 median

REQUIREMENTS /ATTACHMENT 4**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 ☐	\$44,250	☐	or	\$44,251 ☐
2 ☐	\$50,600	☐	or	\$50,601 ☐
3 ☐	\$56,900	☐	or	\$56,901 ☐
4 ☐	\$63,200	☐	or	\$63,201 ☐
5 ☐	\$68,300	☐	or	\$68,301 ☐
6 ☐	\$73,350	☐	or	\$73,351 ☐
7 ☐	\$78,400	☐	or	\$78,401 ☐
8 ☐	\$83,450	☐	or	\$83,451 ☐

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____/____/____
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.

Company Name (*please print*)

Authorized Name (*please print*)

Title of Person Authorized to Sign (*please print*)

Signature

Date: ____ / ____ / ____