

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
February 28, 2023
Regular Meeting - 6:45 to 8:15 PM

Zoom details to call-in for public comment during a meeting:

- 1. Dial Phone Number: (888) 475-4499**
- 2. Enter Meeting ID: 833 8712 5952**
- 3. Passcode: 488927**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom call-in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room. Press *6 when asked to unmute. Listen to the instructions provided virtually on the phone while on hold in the zoom waiting room. Please note that there is a slight time delay when viewing the meeting via television.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT WWW.OXNARD.ORG.

To find out how you may provide public comment, please refer to the instructions below or at www.https://www.oxnard.org/city-meetings/.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

- 1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE:** Submit a speaker card to the City Clerk.
- 2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING**
 - a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at www.oxnard.org/citymeetings.
 - b. Submit an email to cityclerk@oxnard.org no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
 - c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item Time Estimates include: (Minutes for Presentation + Council Discussion + Public Comment)

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

- a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, **press *9 to raise your hand** while in the zoom waiting room. Once called on, **press *6 to unmute** your phone.
- b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. After 30 minutes, if all speakers have not had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the February 14, 2023 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Fire Department

SUBJECT: Blanket Purchase Orders No. 32300265 Increase Request for All Star Fire Equipment. (10 minutes)

RECOMMENDATION: That the City Council authorize the Mayor to execute an amendment to Blanket Purchase Order No. 32300265 with All Star Fire Equipment to increase the Purchase Order by \$200,000 for a total amount not to exceed \$400,000 for the purchase of structural firefighting Personal Protective Equipment (PPE) or turn outs and fire hose.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/FJHRLrzKqOw>

Contact: Alexander Hamilton, (805) 385-7700

2. Fire Department

SUBJECT: Purchase Order with Motorola for \$277,438.89 for 25 Radios. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Community Development Committee recommend the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$277,438.89 for the purchase of twenty-five (25) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/gTBVtt58TN4>

Contact: Alexander Hamilton, (805) 385-7700

3. Fire Department

SUBJECT: Authorization to Submit a Grant Application to Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) Grant not to exceed \$350,000 for the Purchase and Installation of Smoke and Carbon Monoxide Detectors. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend the City Council adopt a resolution authorizing:

1. The submission of a grant application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) not to exceed \$350,000 for the purchase and installation of smoke and carbon monoxide detectors with no matching fund requirement;
2. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2023-2024 for the use of grant funds and perform all other required financial actions; and
4. The Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/hRt7PZGEjBU>

Contact: Alexander Hamilton, (805) 385-7700

4. Fire Department

SUBJECT: A Resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required Pursuant to Sections 13146.2 And 13146.3 of the California Health And Safety Code. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing and Development Committee recommend that the City Council adopt a resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Please click the following link to view the required Measure M pre-recorded presentation

video: <https://youtu.be/x3cvkLHAW6w>

Contact: Alexander Hamilton, (805) 385-7700

5. Housing Department

SUBJECT: The Role of Public Housing Authorities in Homelessness. (30 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee:

Direct staff to prepare and present to the Oxnard Housing Authority Board of Commissioners a comprehensive proposal for adoption of a homeless services program including the continued solicitation of special purpose vouchers, future voucher project-based commitments and adoption of a local preference in support of homeless individuals.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wv9rJWdd4GM>

Contact: Emilio Ramirez, (805) 385-8094

6. Housing Department

SUBJECT: Kitchen Rehabilitation Project at Public Housing Sites (31-7). (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize execution of a firm-fixed price Agreement number A-8519 in the amount of \$757,900 with MDJ Management, LLC to rehabilitate eighty-four kitchens at the 31-7 scattered public housing sites using funds appropriated from the 2020 Capital Fund grant.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/1IXqBK5ILD0>

Contact: Emilio Ramirez, (805) 385-8094

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT



**COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING &
DEVELOPMENT COMMITTEE AGENDA REPORT**

**CONSENT AGENDA
AGENDA ITEM NO. C.1**

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the February 14, 2023 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 02 14 2023 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
February 14, 2023

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Chair Bryan A. MacDonald, Member John C. Zaragoza, and Member Oscar Madrigal were present in person.

Staff members Ashley Golden, Assistant City Manager; Ken Rozell, Chief Assistant City Attorney; Jason Benites, Police Chief; Denise Shadinger, Assistant Chief of Police; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Andrea Palmer, Housing Grants Manager; and Rose Chaparro, City Clerk were present in person.

Alexander Hamilton, Fire Chief participated via videoconference.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the January 24, 2023 regular meeting as presented.

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the Information/Consent item as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

D. REPORTS

1. Police Department

SUBJECT: Agreement for Police School Resource Officer Services. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing, and Development Committee recommend the City Council approve and authorize a cost-sharing agreement between the City of Oxnard (City), and the Oxnard School District (OSD or District), from July 1, 2023, to June 30, 2026, for Police School Resource

Officer (SRO) Services.

Denise Shadinger, Assistant Chief of Police presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Chair MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor; the motion carried 3-0.

2. Housing Department

SUBJECT: 5-Year Public Housing Agency(PHA) Plan, Annual Agency Plan and Capital Fund Program Five-Year Action Plan for Low Rent Public Housing. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Economic Development Committee recommend that the Board of Commissioners:

1. Hold a public hearing to receive comments concerning the fourth year of the 5-Year PHA Plan, the 2023 Capital Fund Budget, and the Capital Fund Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2023 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with policies and procedures of the Department of Housing and Urban Development regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2023 Capital Fund Budget and Capital Fund Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2023 Capital Fund Budget and Capital Fund Five-Year Action Plan.

Emilio Ramirez, Housing Director presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza voted in favor;

the motion carried 3-0.

3. Housing Department

SUBJECT: Fiscal year 2023-24 Annual Action Plan public hearing to receive public comments relating to unmet needs of low- and moderate-income persons residing in the City of Oxnard. (30 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee conduct a public hearing to receive public comments related to the unmet needs of low- and moderate-income persons residing in the City of Oxnard, for affordable housing, community and economic development, public services and homelessness for the preparation of the Fiscal Year 2023-24 Annual Action Plan.

Emilio Ramirez, Housing Director presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

The Community Services, Public Safety, Housing & Development Committee opened the public hearing to receive public comments relating to unmet needs of low- and moderate-income persons residing in the City of Oxnard. No public comments were received.

It was moved by Chair MacDonald, seconded by Member Zaragoza, to open the public hearing.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Bryan A. MacDonald adjourned the meeting at 7:12 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Blanket Purchase Orders No. 32300265 Increase Request for All Star Fire Equipment. (10 minutes)

RECOMMENDATION

That the City Council authorize the Mayor to execute an amendment to Blanket Purchase Order No. 32300265 with All Star Fire Equipment to increase the Purchase Order by \$200,000 for a total amount not to exceed \$400,000 for the purchase of structural firefighting Personal Protective Equipment (PPE) or turn outs and fire hose.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/FJHRLrzKqOw>

BACKGROUND

Currently the Fire Department has an existing Blanket Purchase Order (BPO) for All Star Fire Equipment with a Not To Exceed amount of \$200,000. All Star is the approved vendor locally to supply turnouts manufactured by Lion. The department uses Lion for their turnouts as they are the only United Laboratories (UL) verified particulate blocking firefighting turnout gear on the market. The design helps limit our firefighters exposure to carcinogenic materials found in the products of combustion.

DISCUSSION

The Fire Department has an existing BPO for All Star Fire Equipment with a Not To Exceed amount of \$200,000. Currently, the department has spent approximately \$170,000, primarily for turnouts but also for hoods, helmets, boots and other miscellaneous equipment and supplies. The Fire Department needs to increase the value of this BPO to \$400,000 to allow for the purchase of 25 sets of turnouts for the recruit academy scheduled to begin February 21, 2023. Additionally, the department had to remove 15 sets of turnouts from service after they failed their annual inspection. These two purchases will be approximately \$181,000. The department will also likely need to purchase fire hose from All Star Fire Equipment so we are raising the Not To Exceed amount to ensure there is an adequate limit for all needs for the remainder of the fiscal year.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

There is sufficient FY2022-23 budget available in the Fire Department's budget to fund this amendment.

For Finance Use Only: General Fund (\$106K - Org. 1012501, Obj. 52610, Project B2301 FIRE ACADEMY, \$75K - Org. 1012501, Obj. 52610)

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. Increase All Star PO PPT

FIRE DEPARTMENT

Increasing Blanket PO for All Star Fire Equipment

Alexander Hamilton, Fire Chief

RECOMMENDATION

That the City Council authorize the Mayor to execute an amendment to Blanket Purchase Order No. 32300265 with All Star Fire Equipment to increase the Purchase Order by \$200,000 for a total amount not to exceed \$400,000 for the purchase of structural firefighting Personal Protective Equipment (PPE) or turn outs and fire hose.



- In March 2018, the city released an RFB for structural firefighting turnouts.
- Lion manufacturing was the only vendor that responded to the request.
- All Star Fire Equipment is the sole vendor for Lion turnouts due to territorial restrictions
- RedZone is the only UL verified particulate blocking turnout material.



- The city currently has a not-exceed-amount of \$200,000 in this agreement, with \$170,000 has been spent so far
- The department needs to order 25 sets of turnouts for the upcoming recruit academy (\$113,456.13)
- Additionally the department had to remove 15 sets of turnouts from service due to damage. This was an unanticipated expense. (\$68,073.68)
- The department anticipates ordering some more hose hence raising the not to exceed amount to \$400,000



QUESTIONS?



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Community Development Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Purchase Order with Motorola for \$277,438.89 for 25 Radios.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Community Development Committee recommend the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$277,438.89 for the purchase of twenty-five (25) APX 8000 all-band portable radios with spare batteries and remote speaker microphones.

BACKGROUND

The Oxnard Fire Department (OFD) dispatch services are provided by Ventura County Fire Protection District (VCFD) Fire Communications Center (FCC). FCC will be transitioning their communications from single band radios to all-band radios in the next two (2) to four (4) years. Additionally, the Oxnard Police Department (OPD) will be transitioning from single band Very High Frequency (VHF) to 800 Megahertz (800MHz) radio communications in the next two (2) to three (3) years. Both of these changes will require OFD to replace all mobile and portable radios to maintain our ability to be dispatched by FCC and maintain operational communications with OPD.

DISCUSSION

Currently, the OFD utilizes the Motorola APX 6000 single band portable radios and has begun incorporating Motorola APX8000 radios into use. The Motorola APX 8000 all-band portable radios are identical to the APX 6000 radios already in use with the exception of the increased all-band capability. Once FCC completes the transition to a new all-band dispatch system and/or OPD begins using 800 MHz communications, all OFD radios will need all-band functionality to communicate with FCC or OPD. The identical operation of the APX 6000 and APX 8000 will be critical while both radios overlap in service over the next few years. Additionally, the Ventura County Fire Department is also transitioning to the use of APX 8000 handheld radios and will be able to assist with troubleshooting, repairs and programming if needed. Pursuant to City of Oxnard Ordinance Number 2943, adopted June 19, 2018, the use of a "cooperative agreement", whereby multiple government agencies, cooperative entities, or jurisdictions enter into a contract to procure from each other or to collectively procure a vendor, contractor or consultant is permitted. Seventy-three (73) radios will be purchased from Motorola Solutions based on cooperative agreement pricing provided by Houston-Galveston Area Council ("H-

GAC”) contract number RA05-21, valid August 1, 2021 through July 31, 2023. The agreement provides a 27% discount off list prices for participating agencies.

STRATEGIC PRIORITIES

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

The cost of twenty-five (25) Motorola APX8000 portable radios is included in the OFD FY22/23 budget.

Prepared by: John R. Colamarino, Assistant Fire Chief

ATTACHMENTS

1. Motorola Solutions Quote 1952187
2. Motorola PPT



MOTOROLA SOLUTIONS

QUOTE-1952187
(25) APX 8000 XE RSM

Billing Address:
OXNARD FIRE DEPT, CITY OF
360 W SECOND ST
OXNARD, CA 93030
US

Quote Date:11/14/2022
Expiration Date:02/14/2023
Quote Created By:
Mark Streker
Sr. Account Executive
mark.streker@
motorolasolutions.com
8052498391

End Customer:
OXNARD FIRE DEPT, CITY OF
Mike McCaslin
michael.mccaslin@oxnard.org
805-625-3396

Contract: HGAC

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE					
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	25	\$7,475.00	27.0%	\$5,456.75	\$136,418.75
1a	QA02006AC	ENH: APX8000XE RUGGED RADIO	25	\$880.00	27.0%	\$642.40	\$16,060.00
1b	QA01427AG	ALT: APX8000/XE HOUSING GREEN	25	\$28.00	27.0%	\$20.44	\$511.00
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	25	\$567.00	27.0%	\$413.91	\$10,347.75
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	25	\$330.00	27.0%	\$240.90	\$6,022.50
1e	H38BS	ADD: SMARTZONE OPERATION	25	\$1,650.00	27.0%	\$1,204.50	\$30,112.50
1f	Q629AH	ENH: AES ENCRYPTION AND ADP	25	\$523.00	27.0%	\$381.79	\$9,544.75
1g	QA00580AA	ADD: TDMA OPERATION	25	\$495.00	27.0%	\$361.35	\$9,033.75
1h	QA03400AA	DEL: FCC NARROWBANDING MANDATE	25	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-1952187
(25) APX 8000 XE RSM

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1i	Q53AF	ADD: FRONT PANEL PROGRAMMING & CLONING	25	\$165.00	27.0%	\$120.45	\$3,011.25
1j	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	25	\$814.00	27.0%	\$594.22	\$14,855.50
1k	Q887AU	ADD: 5Y ESSENTIAL SERVICE	25	\$306.00	0.0%	\$306.00	\$7,650.00
2	PMMN4137A	XVE500 REMOTE SPEAKER MICROPHONE, HIGH IMPACT GREEN, NO CHANNEL KNOB	25	\$642.60	25.0%	\$481.95	\$12,048.75

Subtotal	\$346,890.00
Total Discount Amount	\$91,273.50
Estimated Tax	\$21,822.39
Grand Total	\$277,438.89(USD)

Notes:

- ****5Y ESSENTIAL SERVICE Not taxable in Ca.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

MOTOROLA SOLUTIONS PURCHASE ORDER

ALEXANDER HAMILTON, FIRE CHIEF



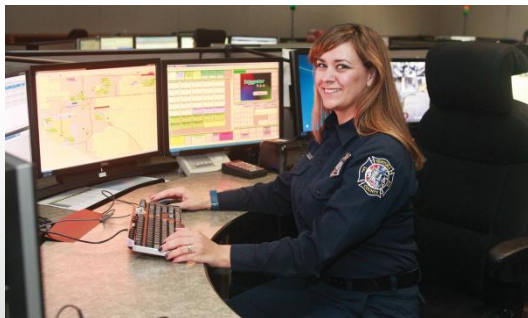


RECOMMENDATION:

That the Community Services, Public Safety, Housing & Community Development Committee recommend the City Council authorize the Mayor to sign a Purchase Order with Motorola Solutions in the amount of \$277,438.89.

BACKGROUND

- OXNARD FIRE DEPARTMENT IS DISPATCHED BY VENTURA COUNTY FIRE DEPARTMENT'S FIRE COMMUNICATIONS CENTER (FCC)
- FCC WILL TRANSFER DISPATCH SERVICES TO ALL-BAND RADIOS WITHIN THE NEXT 2-3 YEARS.
- OXNARD FIRE DEPARTMENT WILL BE REQUIRED TO REPLACE ALL MOBILE AND PORTABLE RADIOS TO CONTINUE RECEIVING COMMUNICATIONS FROM FCC



THE EQUIPMENT:

- MOTOROLA APX 8000XE (25)
- USED BY RESPONDERS ON EVERY EMERGENCY
- MISSION CRITICAL TO SAFE OPERATIONS



WHY MOTOROLA APX 8000?

- INTEROPERABILITY (VHF, UHF, 700 MHZ)
- REGIONAL STANDARDIZATION
- QUALITY
- USED WITH PREVIOUSLY PURCHASED RADIOS



PROCUREMENT PROCEDURE

- COOPERATIVE AGREEMENT
- ALLOWABLE PER CITY OF OXNARD ORDINANCE NUMBER 2943
- HOUSTON-GALVESTON AREA CONTRACT RA05-21
- DISCOUNT OF 27%

MOTOROLA SOLUTIONS PURCHASE ORDER



QUESTIONS?





COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Authorization to Submit a Grant Application to Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) Grant not to exceed \$350,000 for the Purchase and Installation of Smoke and Carbon Monoxide Detectors. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend the City Council adopt a resolution authorizing:

1. The submission of a grant application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) not to exceed \$350,000 for the purchase and installation of smoke and carbon monoxide detectors with no matching fund requirement;
2. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2023-2024 for the use of grant funds and perform all other required financial actions; and
4. The Fire Chief or designee to submit non-financial reports.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/hRt7PZGEjBU>

BACKGROUND

The Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program accomplishes this by providing financial assistance directly to eligible fire departments, national, regional, state, local, tribal and non-profit organizations such as academic (e.g., universities), public health, occupational health, and injury prevention institutions for fire prevention programs and supporting firefighter health and safety research and development.

The Oxnard City Fire Department has been awarded three FP&S grants for smoke detector and carbon monoxide detector installation in the past. The funding allowed the distribution and installation of 5,000 carbon monoxide detectors and 5,000 smoke detectors in 2014, 2,500 smoke detectors in 2015 and 5,000 combination smoke/carbon monoxide detectors in 2022.

DISCUSSION

According to a report published by the National Fire Protection Agency in 2019, three out of five home fire deaths resulted from homes without smoke detectors or with smoke alarms that were not working. Additionally, the risk of dying in a home fire is cut in half with working smoke detectors. To protect the members of the Oxnard community, the Fire Department will submit an application to FEMA for FP&S funding that will allow the purchase of and cost for staff to install, 5,000 dual purpose smoke and carbon monoxide detectors. The detectors to be installed will be tamper-proof with a ten-year life span.

The funding request includes funds for personnel costs related to the installation of the smoke detectors in residence. The funds requested will purchase 5,000 dual purpose smoke/carbon monoxide detectors and 15 strobe light smoke/carbon monoxide detectors for the deaf and hearing impaired. The grant solicitation has not been posted but the department anticipates the application window opening before the end of March 2023. The request for funding will not exceed \$350,000 and does not require a local match.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Approval of the recommended action will authorize the recognition and appropriation of FEMA grant funding, if awarded. There is no matching funds requirement.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. FP&S FY22 Presentation
2. Resolution 2021 FP&S Application

Fire Prevention and Safety (FP&S) FY 2022 Grant

Alexander Hamilton, Fire Chief

That Community Services, Public Safety, Housing and Development Committee Recommends that City Council adopt a resolution:

1. The submission of a grant application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) not to exceed \$350,000 for the purchase and installation of smoke and carbon monoxide detectors with no matching fund requirement;
2. The City Manager or designee to execute the grant agreements if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports and grant claims, approve budget appropriations during FY2023-2024 for the use of grant funds and perform all other required financial actions; and
4. The Fire Chief or designee to submit non-financial reports.



Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S)

Submission Deadline:

Likely end of March, 2023

Performance Period:

Likely July, 2023 - July 2024

Purpose:

Reduce fire deaths and injuries
through the installation of long life,
tamper-proof smoke detectors



Previous Fire Prevention Grant Accomplishments

- In 2014 - the department installed 5,000 smoke detectors and 5,000 carbon monoxide detectors
- In 2015 - the department installed 2,500 combination smoke/carbon monoxide detectors
- In 2022 - the department, in partnership with City Corp and the American Red Cross, we installed 5,000 combination smoke/carbon monoxide detectors



Grant Request for Installation of Smoke Detectors

- Planning on requesting 5000 long-life, tamper-proof smoke detectors
- Personnel costs to cover the cost of installation of the detectors
- No match required





QUESTIONS?

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT
APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Oxnard Fire Department has requested that City Council approve the submission of a grant application to the Federal Emergency Management Agency (FEMA) Fire Prevention and Safety (FP&S) not to exceed \$350,000 for the purchase and installation of smoke and carbon monoxide detectors.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations during FY 2023-2024 for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 21st day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro^{SEP}
City Clerk

Stephen M. Fischer
City Attorney



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.4

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: A Resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required Pursuant to Sections 13146.2 And 13146.3 of the California Health And Safety Code. (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing and Development Committee recommend that the City Council adopt a resolution acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/x3cvkLHaw6w>

BACKGROUND

The California State Fire Marshal, through the California's Health and Safety Code, mandates that certain occupancies be inspected annually. In December 2016, a deadly fire at an Oakland warehouse (known as the "Ghost Ship"), killed 36 people, the highest death toll for a structural fire in the United States in over 10 years. The outcome of the investigations from this tragic incident determined that even though the State required annual inspections of various occupancies, the inspection reports were not mandated to be reported to any governing body, which could have established accountability and enforcement in ensuring that structural facilities are in compliance with building safety standards. Consequently, on September 27, 2018, SB 1205, authored by Senator Jerry Hill, was approved by the Governor legislating the reporting of annual inspections to its administering authority (such as the City Council) in a resolution or a similar formal document.

SUMMARY

On September 27, 2018, the Governor approved California Senate Bill 1205 (SB 1205), which added Section 13146.4 to the California Health and Safety Code affecting every fire department or fire district in the State. In addition to the current State regulation of conducting annual building inspections for fire safety purposes, the new bill requires that each fire department or district's administering authority (such as a City Council) to formally acknowledge receipt of the compliance report in a resolution or a similar formal document.

To comply with this new mandate, it is recommended that the City Council adopt Resolution No. XXXX acknowledging receipt of a report made by the Fire Chief of the Oxnard Fire Department regarding the inspection of certain occupancies as required pursuant to Sections 13146.2 and 13146.3 of the California Health

and Safety Code. The subject occupancies are public and private schools, hotels, motels, lodging houses, and apartment houses, including residential care facilities.

DISCUSSION

The attached Resolution and its adoption will serve as a formal document to fulfill the annual fire inspection reporting requirements of the law pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R.

Educational Group E occupancies consist of public and private schools used by more than six persons at one time for educational purposes through the 12th grade. Further, Residential Group R occupancies are those containing sleeping units such as hotels, motels, lodging homes, and apartments (three units or more) including residential care facilities.

Over the past few years, the City of Oxnard has strived to consistently and diligently conduct its annual fire inspections to meet the State's annual inspections requirement pursuant to the California Health and Safety Code. In compliance with the calendar year 2022 reporting period, Group E (Educational Occupancies) had 45 buildings, structures, and/or facilities that were inspected. In Group R (Residential Occupancies), 835 occupancies were inspected. The educational occupancy group achieved a compliance rate of 82% and the residential occupancy group achieved a compliance rate of 51%. Copies of the individual inspection reports can be made available to the public upon request.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

Adoption of Resolution has no immediate fiscal impact to the City.

Prepared by: Alexander Hamilton, Fire Chief

ATTACHMENTS

1. 2.28.23 OFD Annual Report
2. SB1205 Resolution (1)



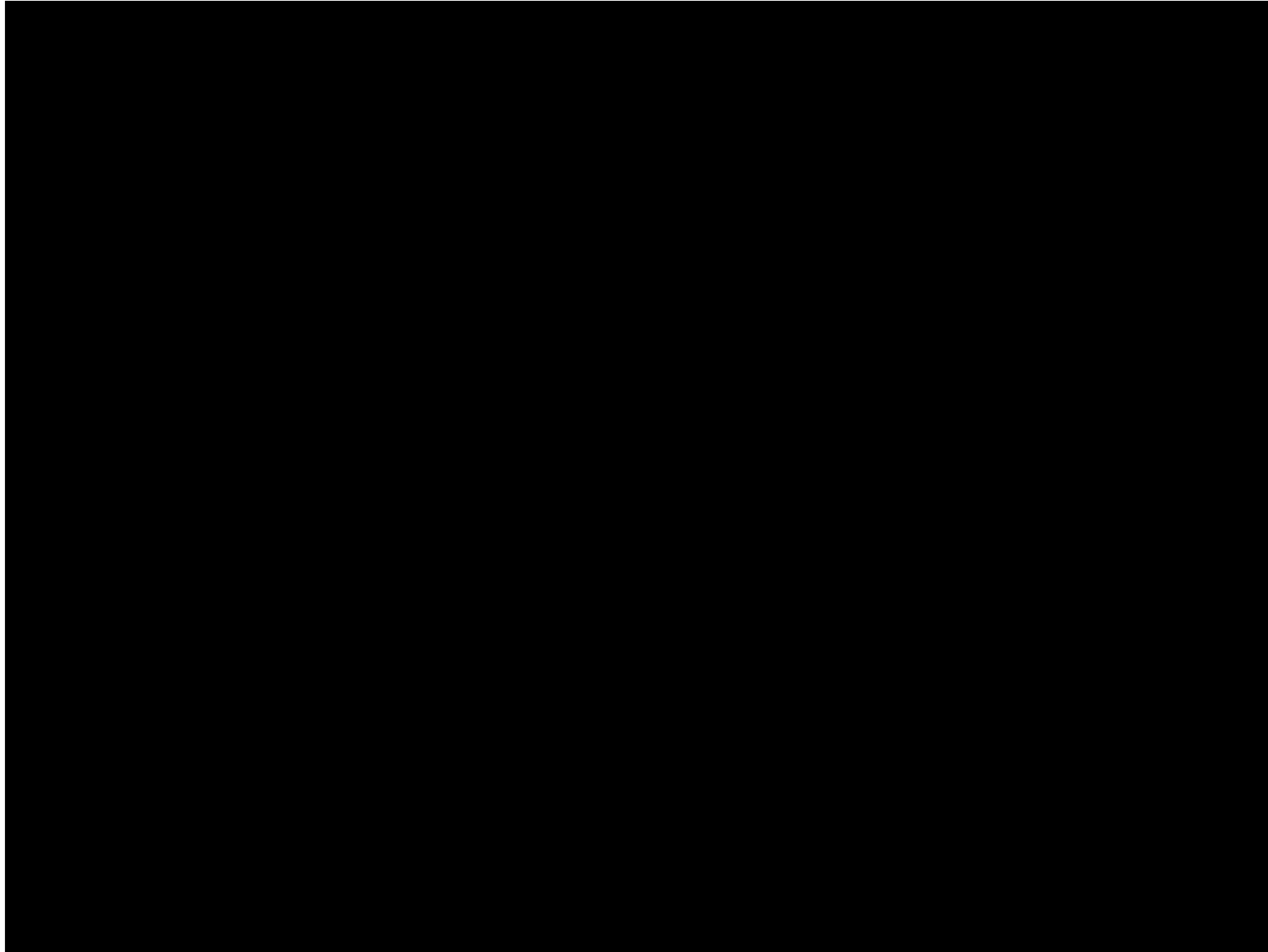
2022 Oxnard Fire Department Annual Report to City Council

February 28, 2023

2022 Year in Review Video



Incident Highlights



Incident Highlights

12-10-22 | 12:36AM



Structure fire at a two story apartment complex



Example of training in action

2022 By the Numbers

FIRE DEPARTMENT



Divided the city
into two
battalions



Maintained adequate
suppression staffing
levels



Creating positive
cultural change



Received grant
funding to
increase our
Advanced Life
Support (ALS)
capabilities



Replacing and
modernizing
key safety
equipment

2022 Incidents / Responses:



20,453
calls for service, an
increase of 1,226 calls
compared to 2021



30,223
unit responses for
all call types



774
fires
which includes 218
structure fires



13,266
medical incidents

Fire Department Areas of Responsibility

SUPPRESSION

- Fire
- EMS - Paramedics
- Swift Water
- Ocean Rescue
- TEMS
- Haz Mat
- USAR
- Wildland

INTEROPERABILITY

- FCC Dispatch
- Automatic Aid
- Master Mutual Aid
- Haz Mat Regional Team
- USAR CA RTF-7

More about Preventions role(s)



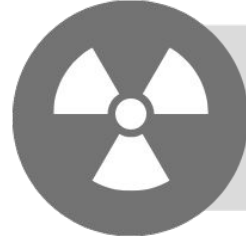
Public Education



Fire Inspections



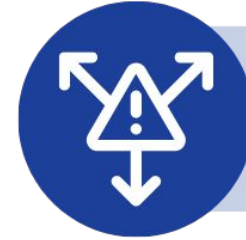
Enforcement of Fire and Life Safety Codes



Hazardous Materials Regulation



Construction Plan Reviews



Fire Incident Reporting



Arson and Fire Investigation Services



Special Events Review

Highlights since taking command of the agency

Grant Wins



**5-Year
Strategic Plan**



**Modernizing
Vehicle
Fleet**



**New Hires &
Promotions -
Working
Towards a
More Diverse
Workforce**



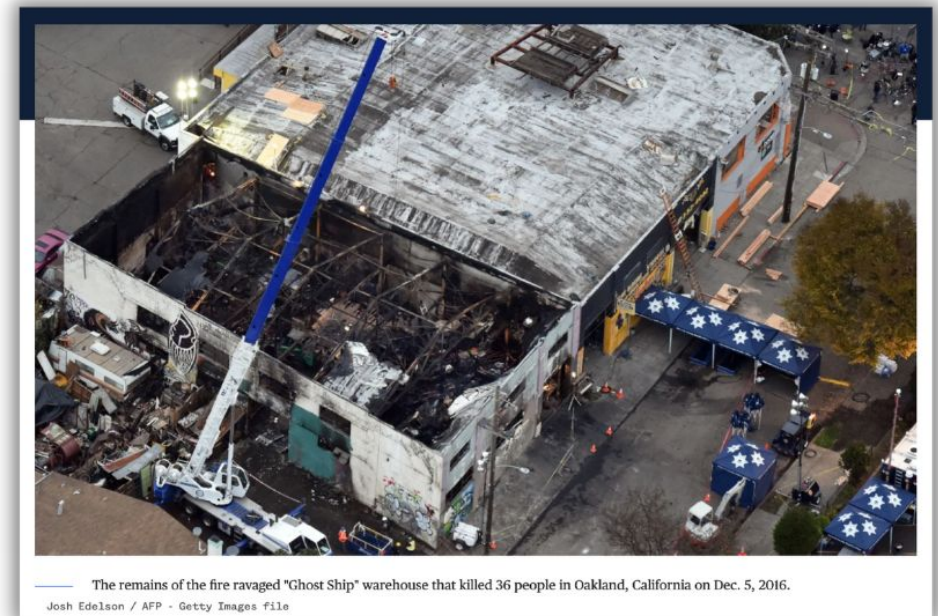
Fire Prevention - Legal Requirements

California Code, Health and Safety Code - HSC § 13146.4

Mandates that certain occupancies be inspected annually. Sections 13146.2 and 13146.3 of the Code specifically mandate that every hotel, motel, lodging house, apartment building, certain residential care facilities, and public and private schools be inspected annually.

Following the Ghost Ship Fire in Oakland, Senate Bill 1205 (effective January 1, 2019) was passed and adds to Section 13146.4 Code to:

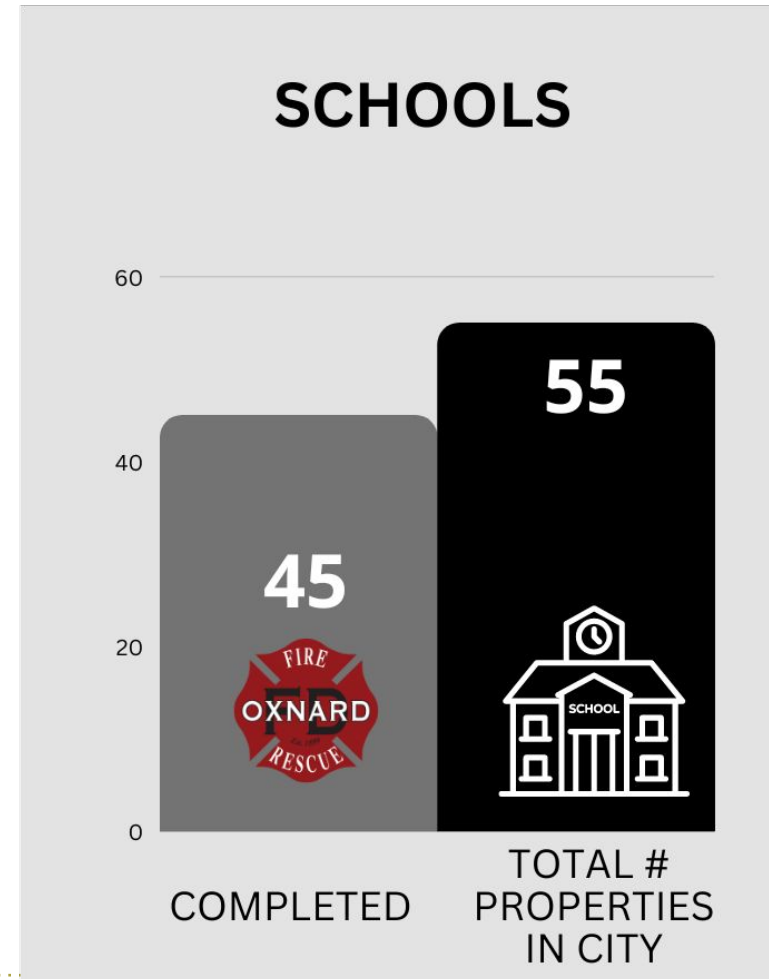
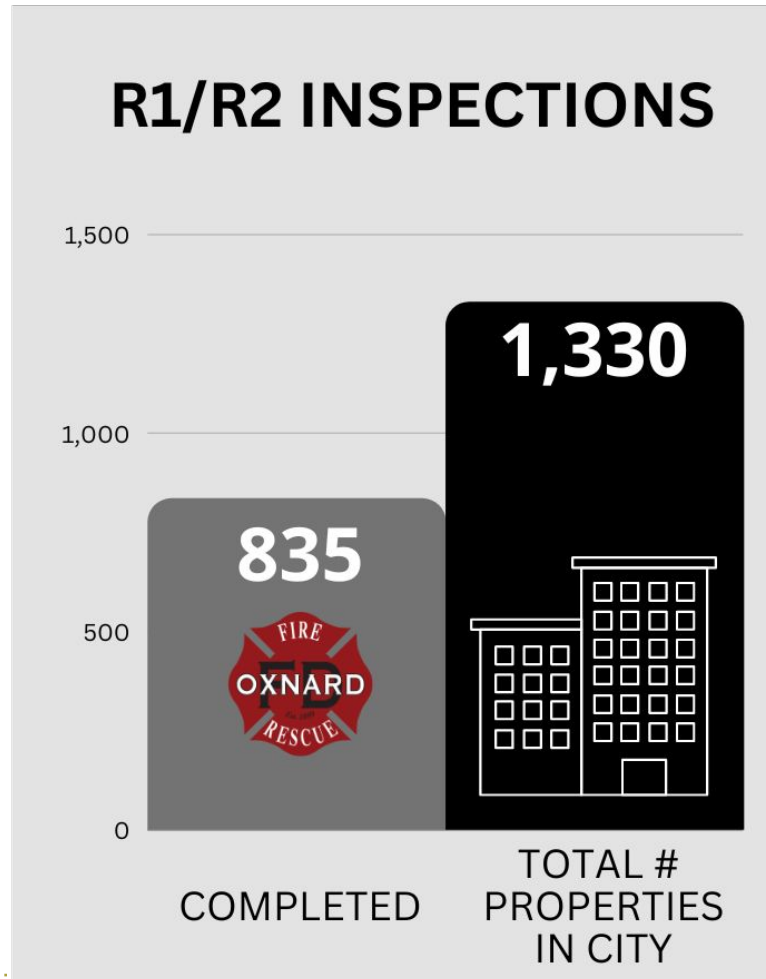
1. Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.
2. (b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.
3. (c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.



The remains of the fire ravaged "Ghost Ship" warehouse that killed 36 people in Oakland, California on Dec. 5, 2016.
Josh Edelson / AFP - Getty Images file

Fire Prevention - Legal Requirements

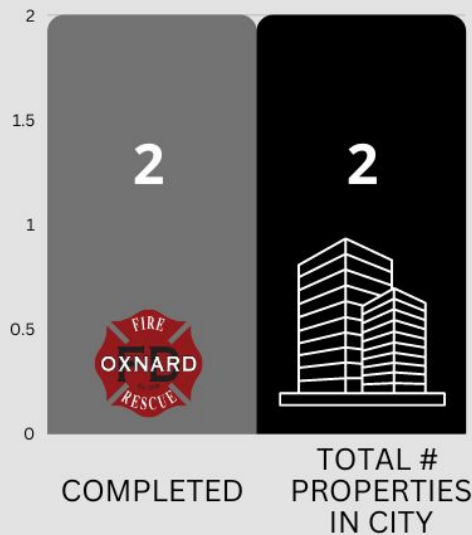
SB 1205 MANDATED INSPECTIONS



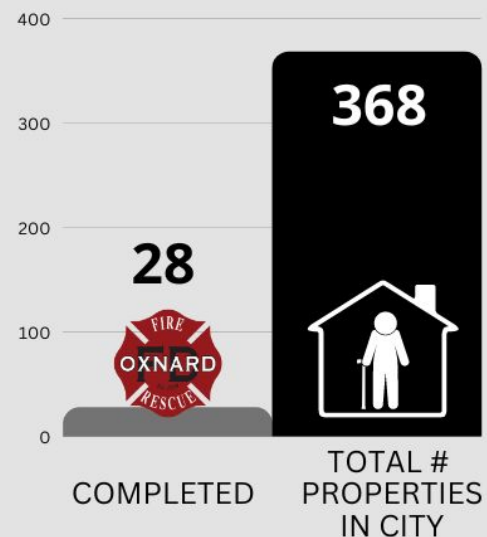
Fire Prevention - Legal Requirements

EXAMPLES OF OTHER ANNUAL INSPECTIONS

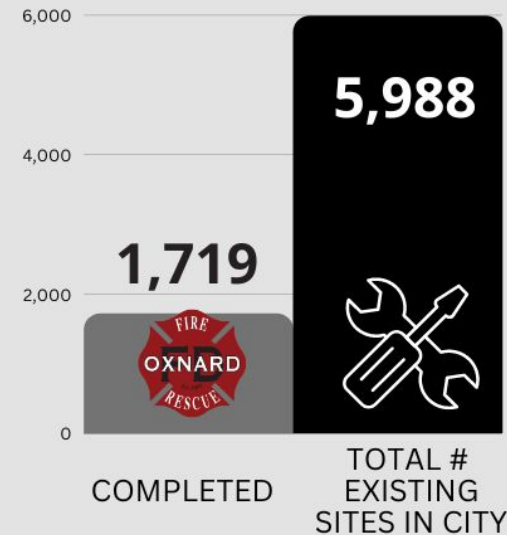
HIGH RISE INSPECTIONS



CARE FACILITIES



EXISTING CONSTRUCTION INSPECTIONS



FIRE PROTECTION SYSTEMS COMPLIANCE



Statistics

**Ventura
Fire Dept.**



**Ventura County
Fire Dept.**



**Fillmore
Fire Dept.**



**Oxnard
Fire Dept.**



YEAR	INJURIES	DEATHS	INJURIES	DEATHS	INJURIES	DEATHS	INJURIES	DEATHS
2020	3	1	1	2	1	0	2	1
2021	4	2	0	4	0	0	12	2
2022	5	3	0	1	2	0	14	5
TOTALS	12	6	1	7	3	0	28	8

Fire Death Issues



How are we going to solve this problem?



Discuss
enforcement issues



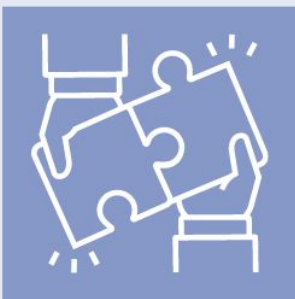
Meet with DA



Education and
outreach efforts:
research on model
programs



Grant
Opportunities

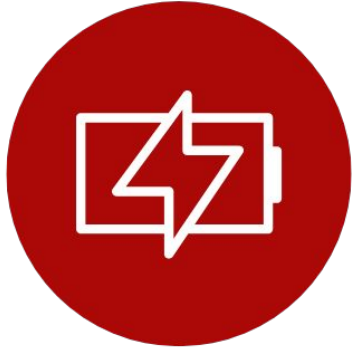


Community
engagement and
collaboration



Data acquisition

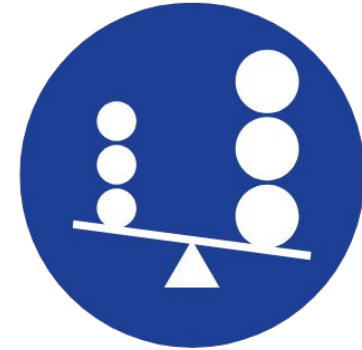
New Challenges



**Lithium Ion
Batteries**



EMS



**Doing more
with less**



**Climate Change / Extreme
Weather Events**



**Hiring and retention
(of locals)**



Training / Proficiency

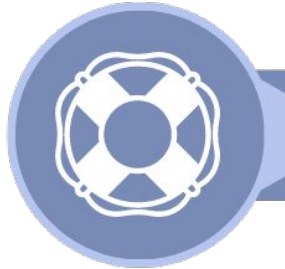
Other future plans/goals



Building transparency through new website - performance dashboards and community risk assessments



New ERP system with HCM module will allow much better tracking and analysis of staffing costs



Lifeguard proposal



Reviewing fees for prevention to recoup more of our costs



Modernizing our Fire Stations to meet the needs of future



Professional Development of our staff

Example of Performance Dashboards

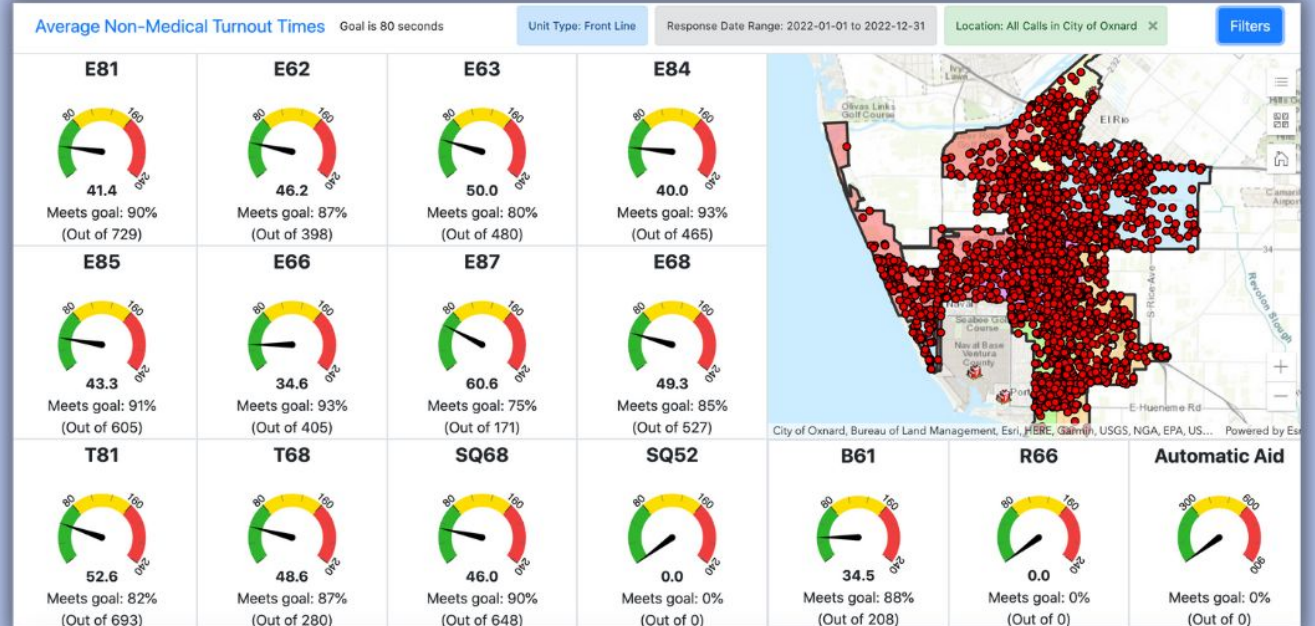


- Home
- Geography
- Built Environment
- Population
- Housing
- Health
- Economy
- Incident Analysis

Using Data To Assess Risk in Oxnard, CA

Mission

The Oxnard Fire Department is committed to providing



Interoperability / Partnerships





QUESTIONS?

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF
THE OXNARD FIRE DEPARTMENT REGARDING THE INSPECTION OF CERTAIN
OCCUPANCIES AS REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE
CALIFORNIA HEALTH AND SAFETY CODE

[P]
[SEP]

WHEREAS, California Health and Safety Code Section 13146.4 requires all fire departments that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and [P]
[SEP]

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Oxnard Fire Department (“OFD”), that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facility for compliance with building standards; and [P]
[SEP]

WHEREAS, the City Council of the City of Oxnard intends by adoption of this Resolution to fulfill the requirements of the California Health & Safety Code regarding its acknowledgment of receipt of OFD’s compliance status with California with California Health & Safety Code Sections 13146.2 and 13146.3. [P]
[SEP]

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

SECTION 1. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally those public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City there lie 55 Group E occupancies, buildings, structures, and/or facilities.

During calendar year 2022, the OFD completed the annual inspection of 45 Group E occupancies, buildings, structures, and/or facilities. This is a compliance rate of 82% for this reporting period.

SECTION 2. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have number of different sub-classifications, and they may contain residents or clients that have a range

of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City, there are 1698 Group R (and their associate sub-categories) occupancies of this nature.

During the calendar year of 2022, the OFD completed the annual inspections of 863 Group R occupancies, buildings, structures, and/or facilities. This is a compliance rate of 51% for this reporting period.

PASSED AND ADOPTED this ___ of March, 2023 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

John C. Zaragoza
Mayor

ATTEST:

APPROVED AS TO FORM:

Rose Chaparro^[P]_[SEP]
City Clerk

Stephen M. Fischer
City Attorney



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.5

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: The Role of Public Housing Authorities in Homelessness. (30 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee:

Direct staff to prepare and present to the Oxnard Housing Authority Board of Commissioners a comprehensive proposal for adoption of a homeless services program including the continued solicitation of special purpose vouchers, future voucher project-based commitments and adoption of a local preference in support of homeless individuals.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/wv9rJWdd4GM>

BACKGROUND

EXECUTIVE SUMMARY

In alignment with the Housing First Model and the mission of the United States Department of Housing and Urban Development (HUD), on October 18, 2022, staff recommended to the Oxnard Housing Authority Board of Commissioners (Commissioners) approval of a comprehensive proposal for adoption of a homeless services program. That program includes:

1. The continued solicitation of special purpose vouchers;
2. Future voucher project-based commitments; and
3. Adoption of a local preference in support of homeless individuals.

At the October 2022 meeting, Commissioners were generally supportive of the proposal but directed staff to return to the Community Services, Public Safety, Housing & Development Committee with a report on the utilization rate of the Homeless Set Aside Housing Choice Vouchers plus all the special purpose vouchers including Mainstream, Emergency Housing, Family Unification Program, and Veteran Assisted Supportive Housing.

This report responds to the Commissioners' request from the October 18, 2022 meeting for additional information and seeks the Committee's direction on developing a comprehensive proposal for a homeless services program to present to the Oxnard Housing Authority Board of Commissioners.

A concurrent process involving the proposed three elements of the homeless program is underway as part of the 5-Year Public Housing Agency (PHA) Plan and Annual Agency Plan. The three proposed elements were discussed with the Resident Advisory Board (RAB) in 2021, 2022, and 2023. They were contemplated in the 2022 Annual Plan, discussed with the Commissioners in October 2022, and are included in the draft 2023 Annual Plan which was presented to this Committee on February 14, 2023. If the Commissioners do not support the homeless program, it will need to be removed from the Annual Plan which is slated for the Commissioners' adoption on March 21, 2023. The PHA Plan and Annual Agency Plan process and recommendations are described later in this report.

BACKGROUND

The HUD Housing Choice Voucher Program (HCV) is a key tool to addressing the housing crisis and is in alignment with a Housing First model the City Council formally supported in July of 2021. Housing First is based on the simple idea that housing paired with supportive services can more successfully lead to recovery from homelessness. This model can be implemented in several ways, including with the provision of housing by use of a housing choice voucher which is then paired with in-unit supportive services.

The idea of combining supportive services with a housing voucher is the basic tenet of many of the special purpose vouchers which will be described in this report. Having acknowledged the benefits of a Housing First model, HUD encourages the use of housing vouchers for homeless services.

The Oxnard Housing Authority has 1,864 vouchers, and a waiting list of more than 5,700. The 2022 Point in Time Homeless Count (PIT) identified 793 homeless persons, 463 of which were unsheltered.

As presented in October 2022, to support a Housing First model and the mission of Housing and Urban Development (HUD) to assist very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market, staff recommends that the Board of Commissioners amend the Housing Choice Voucher Program (HCV) Administrative Plan and the Annual Agency Plan in the following areas:

1. Adopt a local Homeless Preference to the HCV Administrative Plan;
2. Include in the 2022 Annual Plan new activities related to project-based vouchers; and
3. The continued solicitation of special purpose vouchers.

Staff believes that these recommendations are an efficient and effective way to address the housing crisis by immediately increasing the number of affordable units and providing support services to individuals once they are housed.

DISCUSSION

Since the beginning of housing public policy, HUD has been responsive to the changing needs of the community, including very clear shifts from public housing to the HCV program because of the demonstrated need to deconcentrate poverty and offer fair housing choices to impoverished households. Today, the HCV Program offers seven types of special voucher programs, all of which can help Oxnard address the housing crisis and support the Housing First Model. First, this report will define the types of vouchers and how Oxnard is utilizing the vouchers, and make recommendations on additional ways Oxnard can utilize vouchers to address the housing crisis and implement the Housing First Model.

Housing Choice Vouchers Homeless Set Aside Vouchers

In 2015, the Board of Commissioners created a limited set aside of fifteen Housing Choice Vouchers per year targeted for homeless persons. As of the end of the 2022 calendar year, 120 HCV vouchers had been set aside since 2015 and the OHA has committed 119 HCV homeless set aside vouchers. There is one HCV homeless set

aside voucher available. The Housing Authority of the City of Oxnard has received allocations of four Special Population Housing Choice Voucher Programs: 1) Emergency Housing Vouchers, 2) Supportive Housing Vouchers and Family Unification Program Vouchers; 3) Mainstream Vouchers, and 4) Veteran Assisted.

Emergency Housing Vouchers

The Emergency Housing Voucher (EHV) program is available through the American Rescue Plan Act (ARPA). Through EHV, HUD is providing 70,000 housing choice vouchers to local public housing authorities in order to assist individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk of housing instability. (<https://www.hud.gov/ehv>). The Oxnard Housing Authority was awarded a total of forty-six EHV vouchers and partnered with the Ventura County Continuum of Care to establish a formal referral process and with United Way's Forward Home program to offer housing navigation support. As of the end of the 2022 calendar year, all forty-six EHV vouchers have been committed. There are no current EHV vouchers available.

Family Unification Program Vouchers

The Family Unification Program (FUP) is a program under which vouchers to two different populations including:

1. Families for whom the lack of adequate housing is a primary factor in:
 - a. The imminent placement of the family's child or children in out-of-home care, or
 - b. The delay in the discharge of the child or children to the family from out-of-home care.
2. For a period not to exceed thirty-six months, otherwise eligible youths who have attained at least eighteen years and not more than twenty-four years of age and who have left foster care, or will leave foster care within ninety days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is at risk of becoming homeless at age sixteen or older.

Public housing authorities administer the FUP in partnership with Public Child Welfare Agencies (PCWAs), who are responsible for referring FUP families and youths to the public housing authority for determination of eligibility for rental assistance. Once the PCWA makes the referral, the public housing authority places the FUP applicant on its waiting list, determines whether the family or youth meets HCV program eligibility requirements, and conducts all other processes relating to voucher issuance and administration.

(https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/family)

The Oxnard Housing Authority was awarded ten FUP vouchers and partnered with the County of Ventura Human Services Agency (HSA) to establish a formal referral process. The HSA verifies eligibility for the FUP program and provides full-service case management. The Oxnard Housing Authority verifies eligibility for the HCV program and administers the vouchers.

As of the end of the 2022 calendar year, eight of the ten FUP vouchers have been committed. There are two FUP vouchers available.

Mainstream Vouchers

Mainstream vouchers assist non-elderly persons with disabilities. Aside from serving a special population, Mainstream vouchers are administered using the same rules as other housing choice vouchers. Funding and financial reporting for Mainstream vouchers is separate from the regular tenant-based voucher program.

(https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/mainstream)

Although the Oxnard Housing Authority serves non-elderly persons with disabilities through its regular HCV program, there is no program available for families who are in critical need of housing services. The Oxnard Housing Authority contacted local agencies to identify 1) the need for a targeted preference for homeless families and 2), opportunities to leverage resources. An overwhelming response was received from agencies who serve individuals in the City of Oxnard, including but not limited to: Mercy House, the Salvation Army, the Lighthouse for Women and Children, the Kingdom Center, Ventura County Behavioral Health, Ventura County Rescue Mission, the National Health Foundation, and Casa Aliento (former Vagabond Inn). The Oxnard Housing Authority was allocated forty Mainstream vouchers, of which thirteen have been issued.

As of the end of the 2022 calendar year, thirty-eight of the forty Mainstream vouchers have been committed. There are two Mainstream vouchers available.

Veterans Affairs Supportive Housing

Beginning in 1992, through a collaboration between HUD and the VA, Section 8 vouchers have been made available for use by homeless veterans. The HUD-Veterans Affairs Supportive Housing (HUD-VASH) program combines HUD's Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs.

(https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/vash)

In 2010, the Oxnard Housing Authority ventured into homeless services with its first allocation of VASH vouchers in service of homeless veterans. Currently, the Oxnard Housing Authority has seventy-seven VASH vouchers.

This year, the U.S. Department of Veteran Affairs Ventura and Santa Barbara County HealthCare System, which operates in the City of Oxnard, doubled its capacity to increase the number of Veterans referred for a VASH voucher. The Oxnard Housing Authority's goal is to increase voucher utilization to at least ninety percent.

As of the end of the 2022 calendar year, seventy of the seventy-seven VASH vouchers have been committed, including a project-based voucher commitment to the Dolores Huerta Gardens development by Cabrillo Economic Development Corporation. There are seven VASH vouchers available.

Voucher Type	Number Allotted	Number Committed	Number Remaining
<u>Emergency Housing Vouchers</u>	46	46	0
<u>Family Unification Program</u>	10	8	2
<u>Mainstream Vouchers</u>	40	38	2
<u>Veterans Affairs Supportive Housing</u>	77	70	7
Homeless Set-aside	120	119	1

	Vouchers Remaining	12
--	---------------------------	-----------

5-Year Public Housing Plan and Annual Agency Plan

The 5-Year PHA Plan and Annual Agency Plan identify the Oxnard Housing Authority's goals and objectives that will enable Oxnard to serve the needs of low-income, very low-income, and extremely low-income families. The current 5-year PHA Plan was adopted in fiscal year 2020. The proposed Homeless Program necessitates what is deemed a "significant amendment" by HUD to the Housing Choice Voucher Administrative plan and undertaking new activities related to project-based vouchers and applying for new project-based voucher allocations. These activities were provided for in the 5-Year PHA Plan.

Adoption of a Homeless Preference to the Administrative Plan

The Department of Housing and Urban Development's regulations (24 CFR 982.207) permit PHAs to establish local preferences based on local housing needs and priorities. The addition of a homeless preference was discussed with the Resident Advisory Board (RAB) in 2021 and contemplated in the 2022 Annual Plan. Since then, Staff has again discussed this preference with the RAB and presented the concept to the Council Committee and scheduled for the Board of Commissioners to consider on March 21, 2023. The proposed change allows for applicants who meet the definition of "homeless" to be eligible for the homeless preference. The revision to the Housing Choice Voucher Administrative Plan will be to adopt a limited homeless preference for the existing Homeless Set Aside Section 8 Vouchers plus any special population homeless program vouchers that may be offered by HUD in the future, potentially including, but not limited to, Mainstream, Emergency Housing and Stability vouchers.

The homeless preference would be applied to applicants and families who meet the McKinney-Vento Homeless Assistance Act definition of homelessness as applied to the general population. A certification of homelessness completed by a homeless service provider will be required. For the purposes of the Oxnard Housing Authority's tenant selection policies, the following definition of "homeless" shall apply to all families, including single adults and families with or without children:

An individual or family who lacks a fixed, regular, and adequate nighttime residence; or

Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
2. Has no other residence; and
3. Lacks the resource or support networks, e.g., family, friends and faith-based or other social networks, to obtain other permanent housing.

Homeless Limited Preference (1 point)

Applicants and families who meet the definition of "homeless" will be eligible for the homeless preference. A certification of homelessness completed by a homeless services provider is required. The OHA limits the number of families that qualify for the homeless preference to fifteen (15) families annually. Once the OHA is serving fifteen (15) families in a given year, and one family leaves the program, the next family on the waitlist

who meets the preference criteria will be served.

Project Based Vouchers in Oxnard

A project-based voucher is subsidized housing assistance that is tied to a specific unit. Public housing authorities can choose to project-base up to twenty-percent of their voucher allocation plus an additional 10% for units that are specific to homeless, Veterans, located in the poverty census tract, and if supportive services are being provided to elderly or disabled persons. For Oxnard, based on the number of vouchers, this would allow Oxnard to project-base at least 372 vouchers. To date, we have project-based 194 vouchers.

One of the greatest challenges in exhausting the special purpose voucher allocations is the limited housing inventory coupled with a high rent market. In recent years, OHA has found great success in partnering with developers for "project based" vouchers, meaning vouchers would be tied to specific units. Since project-based vouchers are tied to a specific unit, the landlord is required to rent only to an eligible family. This requirement increases the number of affordable housing units available to participants. Additionally, the project must then offer supportive services on-site, which allows providers to work more efficiently with residents and improves access to services. This increases the likelihood that the participants will remain housed.

In order to project-based vouchers, a landlord must sign a contract with the local public housing authority agreeing to set-aside up to twenty-five of the units in a development for low-income families HUD does not require Board of Commissioners approval to project-based vouchers. However, in recent history, in order to be transparent, and because it is not explicitly called out in the Administrative Plan or Annual Agency Plan, the Housing Director has presented and sought approval of the Board of Commissioners to project base the vouchers. Most recently, the Commissioners have authorized project-based vouchers for the following projects:

1. Homeless Solutions Center
2. The Central Terrace Apartments
3. Ormond Beach Villas
4. Casa Aliento
5. The Dolores Huerta Garden Apartments (formerly Etting Road Apartments)

The Annual Plan calls for the OHA to undertake efforts to identify and apply for new voucher allocations for project-based voucher activities. The target population will be determined by HUD's notice of funding availability and interest from affordable housing developers. The goal is to increase the number of affordable housing units available to low-income families.

Oftentimes, the need for project-based vouchers is tied to a real estate transaction or financing deadlines. Because of these deadlines, it is not always possible to present to the Board of Commissions in time for the deadlines. Coupling the need to commit resources quickly with the fact that HUD does not require the Board of Commissioners' approval, staff is seeking the inclusion of the ability to project-based vouchers within the 2023 Annual Agency Plan.

If approved, the project-based vouchers will continue to serve the target population for each program accordingly. The Oxnard Housing Authority will review proposals to confirm compliance with the Housing Choice Voucher Administrative plan policies and program regulations and requirements, including a determination that the property is eligible housing, compliance with the maximum limit on the number of project-based voucher units per project, site selection standards, and proposal selection requirements.

Impact of the Recommendations to City Housing Department and Oxnard Community

This item will result in a higher utilization rate of voucher assistance programs, which will trigger higher

administrative funds being granted to the Oxnard Housing Authority. In addition, it will allow the Oxnard Housing Authority to fully realize its mission, which is to house the most vulnerable. The overall benefit to the residents of the city of Oxnard is that its residents who currently find themselves without a home will be afforded an opportunity to once again find and maintain a home.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

This item has no financial impact on any City fund; however, implementation of the recommendations will trigger higher administrative funds being granted to the Oxnard Housing Authority.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Presentation

THE HOUSING AUTHORITY OF THE CITY OF OXNARD

ROLE IN ADDRESSING THE HOUSING CRISIS & HOMELESSNESS

EMILIO RAMIREZ

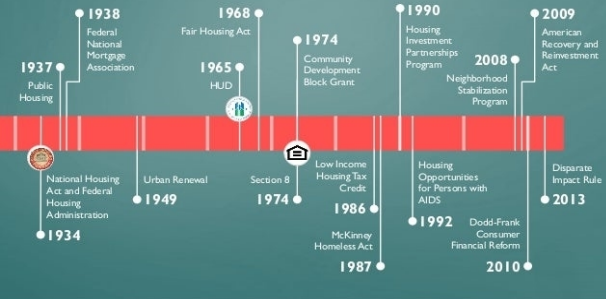
HOUSING DEPARTMENT

FEBRUARY 28, 2023

BACKGROUND

1. On October 18, 2022, staff presented a review of a potential engagement of the Housing Authority in the provision of housing opportunities to otherwise homeless persons
2. The Board of Commissioners considered the national history of participation by public housing authorities and HUD in the provision of housing opportunities to homeless persons

Evolution of Affordable Housing Policies and Programs



In 1965, the Department of Housing and Urban Development Started out because of the U.S. Housing Act of 1937.



THE OXNARD HOUSING AUTHORITY

Staff requests that the Board of Commissioners include in the Housing Choice Voucher Program Administrative Plan and the Annual Agency Plan as proposed in the 2023 draft in the following areas:

1. Adoption of a local Homeless Preference to the HCV Administrative Plan;
2. Undertake new activities related to project-based vouchers; and
3. Continued solicitation of special purpose vouchers.



DIRECTION FROM THE BOARD OF COMMISSIONERS

The Board of Commissioners were generally in support of the staff proposal but was directed to return to the Community Services, Public Safety, Housing & Development Committee with a report on the utilization rate of the Homeless Set Aside Housing Choice Vouchers plus all the special purpose vouchers including Mainstream, Emergency Housing, Family Unification Program, and Veteran Assisted Supportive Housing



HOMELESS SET ASIDE VOUCHERS

1. In 2015, the Board of Commissioners created a limited set aside of fifteen Housing Choice Vouchers per year targeted for homeless persons
2. As of the end of the 2022 calendar year, 120 HCV vouchers had been set aside since 2015 and the OHA has committed 119 HCV homeless set aside vouchers
3. There is one HCV homeless set aside voucher available



In April 2012, Project 25 announced preliminary results of the program:

- Emergency room visits down 77 percent
- Ambulance transports down 72 percent
- In-patient medical stays down 73 percent
- Arrests down 69 percent
- Jail days down 43 percent

In April 2013, Project 25 updated the cost savings the program has provided. According to St. Vincent de Paul Village, the 35 people whom Project 25 has helped cost the community \$4.2 million in 2010. In 2012, the cost to the community was \$2 million. Including the operating cost, the program has saved the City more than \$1.4 million.



EMERGENCY HOUSING VOUCHERS

1. The EHV program provides vouchers to assist persons who are homeless, at-risk of homelessness, fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or were recently homeless or have a high risk
2. Oxnard was awarded 46 EHV vouchers
3. As of the end of the 2022 calendar year, all 46 EHV vouchers have been committed



FAMILY UNIFICATION VOUCHERS

1. The Family Unification Program is a program under which vouchers to 2 different populations including:
 - a) Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child
 - b) For a period not to exceed 36 months, otherwise eligible youths who have attained at least 18 years and not more than 24 years of age and who have left or is leaving foster care in accordance with a transition plan and is homeless or is at risk of becoming homeless at age 16 or older
2. Oxnard was awarded 10 FUP vouchers
3. As of the end of the 2022 calendar year, 8 of the 10 FUP vouchers have been committed and there are 2 FUP vouchers available



MAINSTREAM

1. Mainstream vouchers assist non-elderly persons with disabilities including the chronically homeless
2. Oxnard was awarded 40 Mainstream vouchers
3. As of the end of the 2022 calendar year, 38 of the Mainstream vouchers have been committed and there are 2 Mainstream vouchers available

Mainstream Voucher Program



VETERAN AFFAIRS SUPPORTIVE HOUSING

1. The HUD-Veterans Affairs Supportive Housing program combines a Section 8 voucher with a homeless veterans with case management and clinical services provided by the VA
2. Oxnard was awarded 77 VASH vouchers
3. As of the end of the 2022 calendar year, 70 of the VASH vouchers have been committed and there are seven VASH vouchers available



PROJECT BASED VOUCHERS

1. When a voucher is tied to a specific unit or project, it is termed “Project Based” where a landlord signs a contract with the housing authority agreeing to set-aside units in a development for low-income families
2. Each of those set-aside units then receives voucher assistance as long as a family that is eligible for a voucher lives there
3. Housing authorities can choose to project-base up to 20% of their voucher allocation



A POTENTIAL HOMELESS SERVICES PROGRAM

1. Housing navigation
2. Intake and eligibility support
3. Case Management
4. Training of homeless providers
5. Adopting a homeless preference
6. Project basing vouchers
7. Solicitation of special vouchers
8. Landlord engagement



RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee:

Direct staff to prepare and present to the Oxnard Housing Authority Board of Commissioners a comprehensive proposal for adoption of a homeless services program including the continued solicitation of special purpose vouchers, future voucher project-based commitments and adoption of a local preference in support of homeless individuals.



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.6

DATE: February 28, 2023

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Kitchen Rehabilitation Project at Public Housing Sites (31-7). (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize execution of a firm-fixed price Agreement number A-8519 in the amount of \$757,900 with MDJ Management, LLC to rehabilitate eighty-four kitchens at the 31-7 scattered public housing sites using funds appropriated from the 2020 Capital Fund grant.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/1IXqBK5ILD0>

BACKGROUND

The project involves an extensive rehabilitation of 84 kitchens, including replacement of kitchen cabinets, sinks, faucets and range hoods, for public housing units. The units are located at various public housing scattered sites which are also referred to as "31-7 scattered sites". Specifically, 11 units at Althea Court, 12 units at Fremont Way, 12 units at Hill Street, 18 units at Concord Drive, 21 units at Fashion Park Place, and 10 units at Cuesta Del Mar Drive.

The existing cabinets were installed in the 1970s. Only minor repairs, hinge replacements, and re-painting has been completed throughout the years. Due to normal wear and tear, age of the cabinets, and condition, it is necessary to replace them. The project schedule is under 180 days. The project manager will notify the residents based on the work schedule to stay out of the kitchen area during construction hours as much as they can. However, the contractor is expected to work with the residents if they decide to stay home and use the refrigerator and/or stove during construction. City staff will also ask the residents to empty their kitchen cabinets a day before the construction.

This project was planned for and included in the 2020 Capital Fund Program Five-Year Action Plan of the Housing Authority of the City of Oxnard.

ANALYSIS

The City of Oxnard and the Housing Authority of the City of Oxnard are members of Sourcewell (formerly known as the National Joint Powers Alliance), which competitively bids construction tasks with pre-set unit

prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell, while still complying with the local procurement policies. This project is subject to wage requirements of the Davis-Bacon and Related Acts (29 CFR Part 5) and the Section 3 Act of 1968 (24 CFR Part 75).

The Housing Authority of the City of Oxnard engaged Gordian, which is a service consultant authorized by Sourcewell, to procure a general contractor for the project.

MDJ Management, LLC submitted a proposal in the amount of \$757,900. The proposed scope of work includes:

1. Removal of existing and installation of new: wall/base cabinets, countertops, range hood, kitchen sink and faucet, sink drain lines, faucet supply lines, and angle stops
2. ADA units will have ADA compliant cabinets installed
3. Electrical safe off and reconnection after installation is completed
4. Cabinet hardware for all doors and drawers will be included

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

The funding for this item will be from the Housing Authority Capital Fund Grant of 2020. The Capital Fund allocation to the Housing Authority of the City of Oxnard was \$2,143,230. After deducting debt service, management fees and the cost of this agreement the remaining fund balance will be \$774,296. There is no impact to any City Fund.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Agreement Number A-8519
2. PowerPoint Presentation

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8519**

Name of Contractor: MDJ Management

Address: 531 Main Street, #611, El Segundo, CA 90245

Project description: Kitchen Rehabilitation Project at Scattered Sites (31-7)

This Capital Improvement Contract (“**Contract**”) is made at Oxnard, California, as of this 21st day of March 2023 between the City of Oxnard Housing Authority, called herein the “**Authority**”, and the above-named contractor (“**Contractor**”) for the construction of the capital improvement project described herein. The parties hereto agree as follows:

I. Type of Contract

This contract is a firm-fixed price contract as defined by 2CFR Part 200 and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the scope of work per the detailed scope of work submitted for 84 Units located in the Scattered Sites (31-7). Authority shall pay Contractor, as described in **Exhibit A**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$757,900.00**.

The above sum includes all taxes and the costs of any required bonds.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor’s invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in the approved plans.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments –
- c. This Contract
- d. Amendments to HUD Form 5370-C
- e. HUD Form 5370-C General Conditions for Non-Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- k. Insurance as required by the specifications and applicable law.
- l. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **90 working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

The parties agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

CITY OF OXNARD
HOUSING AUTHORITY

MDJ MANAGEMENT

John C. Zaragoza
Chairman

Matthew McMillon
President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer,
Housing General Counsel

Rhonda Hodge
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

Rhonda Hodge
Contract Administrator

GENERAL CONDITIONS

Work Hours:

From 8:00 AM to 5:00 PM max. Including 1-hour lunch.

No work is allowed Saturdays, Sundays and during any official holidays.

Safety and Security:

The contractors are required to secure the work area during the work hours, lunch hours, weekends, and holidays. The contractors shall secure and render safe the entire construction area at the end of each working day. Work areas must be well barricaded and flagged, and all precautions should be taken to avoid injury or damage to any person or property and shall protect and indemnify the Housing against any claim or liability arising from or based on the lack of proper safeguards or negligence whether by it or its agents, employees or Subcontractors.

Compliance with all Laws:

The contractors shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the contractors perform pursuant to the contract documents.

Project Schedule:

The contractor is expected to complete the job in not to exceed ninety **(90) working days**.

Construction Debris:

Due to the nature of the job, the contractor is responsible for hauling away debris.

Storage Bin

The contractor shall provide bins and/or containers for temporary storage.

Warranty:

The contractor shall warranty the work for a period of **One (1) year** against workmanship.

Final Walkthrough, and Sign off:

The contractor is required to call for a final walk through with the project manager and/ or the Housing Authority staff after completion of the project. Upon approval, the contractor may bill the Housing Authority for said work. All the payments will be pending obtaining a final sign off from the City inspector and turning in those permits.

Work Order Signature Document**EZIQC Contract No.: CA-R7-GB06-123021-MDJ**☒**New Work Order****Modify an Existing Work Order**

Work Order Number.: 113054.00

Work Order Date: 01/27/2023

Work Order Title: OHA - Cabinet Install at Housing Authority

Owner Name: Oxnard Housing Authority

Contractor Name: MDJ Management

Contact: Fredi Contreras

Contact: Matt McMillon

Phone: 805-890-8319

Phone: 310-490-1521

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R7-GB06-123021-MDJ.

Brief Work Order Description:**Time of Performance**

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

Will apply:



Will not apply:

**Work Order Firm Fixed Price: \$757,900.00**

Owner Purchase Order Number:

Approvals

Oxnard Housing Authority

Date

MDJ Management

Date

Detailed Scope of Work

To: Matt McMillon
MDJ Management
531 Main St #611
El Segundo, CA 90245
310-490-1521

From: Fredi Contreras
Oxnard Housing Authority
1470 E Colonia Rd
oxnard, CA 93030
805-890-8319

Date Printed: January 27, 2023

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Brief Scope:

☐**Preliminary**☐**Revised**☒**Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

See attached

Subject to the terms and conditions of JOC Contract **CA-R7-GB06-123021-MDJ**.

MDJ Management

Date

Oxnard Housing Authority

Date



MDJ Management, LLC
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245
310-490-1521

Job Name: Oxnard housing Authority Cabinet Installation
Location: Oxnard, CA
Customer: Oxnard Housing Authority

Submission Date: 1/25/23

Detailed Scope of Work

Kitchen Cabinet Installation

- Removal of existing and Installation of new (like for like) in each apartment of the following:
 - Wall and base cabinets
 - Countertops
 - Range Hood
 - Kitchen Sink
 - Kitchen Faucet
 - Sink drain line
 - Faucet supply lines
 - Angle stops at wall
- 84 total units
 - 3 of which are ADA
 - ADA units to receive ADA compliant cabinets
- Electrical
 - Safe off of all countertop outlets and reconnection after installation completed
 - Disconnect and termination of garbage disposal outlet in existing box or a new box as needed
- Finishes:
 - New cabinets to be “Pecan” in color to match previous work completed
 - New countertops to match color of work completed at 801 C st.
 - ADA stovetop counters will be supplied with 6” cove base white ceramic tile
 - Minor touch up paint will be OHA approved “lily”
 - Cabinets to have pull hardware on all doors and drawers

List of Apartment Complexes and Unit Numbers

- Althea court – 11 Units
 - 1341, 1343, 1345, 1347, 1351, 1353, 1355, 1381, 1383, 1385, & 1387

- Fremont way – 12 Units
 - 1330, 1332, 1334, 1336, 1338, 1340, 1342, 1344, 1350, 1352, 1354, & 1356
- Hill Street – 12 Units
 - 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, & 237
- Concord Drive-18 Units
 - 2940, 2942, 2944, 2946, 2952, 2954, 3000, 3002, 3004, 3006, 3010, 3012, 3014, 3016, 3020, 3022, 3024, & 3026
- Fashion Park- 21 Units
 - 230, 231, 232, 233, 235, 237, 240, 241, 242, 243, 244, 245, 246, 247, 249, 250, 252, 253, 254, 255, & 256
- Cuesta Del Mar – 10 Units
 - 640, 642, 644, 646, 650, 656, 660, 662, 664, & 6565

Notes:

- Shop drawings will be provided for ADA, 2, 3, 4, and 5 bedroom units prior to construction
- 2 units per day
 - Demolition and installation of each unit to be completed in one day
 - Some delays between units to be expected as delivery of cabinets may require
- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Davis Bacon Wages**), materials, equipment to complete this scope of work.
- Asbestos and Lead Report not included in plans
 - If area is found to be contaminated additional costs to be incurred
- Construction Exclusions:
 - OHA to be provided of installation schedule
 - All cabinets to be cleared and emptied on day of construction
 - A clear spot to be made available in adjacent room for temporary placement of refrigerator and stove during demolition/installation

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing, inspection, survey, and engineering unless specified above
- We exclude utilities and hazardous or contaminated material.
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost.
- We exclude premium time.
- We exclude anything not specifically mentioned above.
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation.
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:

A handwritten signature in blue ink, appearing to read "Matt m-m", with a long horizontal flourish extending to the right.

Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 27, 2023

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
Work Order #: 113054.00
Owner PO #:
Title: OHA - Cabinet Install at Housing Authority
Contractor: MDJ Management
Proposal Value: \$757,900.00

Althea Court	\$116,366.64
Concord Drive	\$189,940.85
Cuesta Del Mar	\$105,902.30
Fashion Park	\$221,891.79
Fremont Way	\$126,911.93
General	-\$130,025.46
Hill Street	\$126,911.93
Proposal Total	\$757,900.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: January 27, 2023

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
 Work Order #: 113054.00
 Owner PO #:
 Title: OHA - Cabinet Install at Housing Authority
 Contractor: MDJ Management
 Proposal Value: \$757,900.00

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Althea Court					
1	01 31 33 00 0007		EA	Electrician Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.	\$5,238.06
			Installation	Quantity Unit Price Factor = Total 6.00 827.89 x 1.0545 = 5,238.06	
				for safe off and reconnection of countertop outlets as well as disconnect existing garbage disposal outlet . 2 units per day. 11 units in complex. 6 days	
2	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$854.11
			Installation	Quantity Unit Price Factor = Total 1.00 809.97 x 1.0545 = 854.11	
				for debris	
3	06 41 13 00 0224		EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Wood Face Frame, Thermofoil Door and Drawer Front, Base Cabinet	\$7,526.22
			Installation	Quantity Unit Price Factor = Total 22.00 305.95 x 1.0545 = 7,097.73	
			Demolition	22.00 18.47 x 1.0545 = 428.49	
				removal of existing and installation of new. 2 units per apartment. 11 apartments	
4	06 41 13 00 0232		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Wood Face Frame, Thermofoil Door and Drawer Front, Base Cabinet	\$19,343.44
			Installation	Quantity Unit Price Factor = Total 33.00 500.44 x 1.0545 = 17,414.56	
			Demolition	33.00 55.43 x 1.0545 = 1,928.88	
				removal of existing and installation of new. 3 units per apartment. 11 apartments	
5	06 41 13 00 0259		EA	36" Wide, 12" High x 12" Deep, Double Door, Solid Wood Face Frame and Thermofoil Doors, Wall Cabinet	\$13,159.75
			Installation	Quantity Unit Price Factor = Total 33.00 322.74 x 1.0545 = 11,230.87	
			Demolition	33.00 55.43 x 1.0545 = 1,928.88	
				removal of existing and installation of new. 3 units per apartment. 11 apartments	
6	06 41 13 00 0284		EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Wood Face Frame and Thermofoil Door, Wall Cabinet	\$3,878.64
			Installation	Quantity Unit Price Factor = Total 11.00 306.66 x 1.0545 = 3,557.10	
			Demolition	11.00 27.72 x 1.0545 = 321.54	
				removal of existing and installation of new. 1 unit per apartment. 11 apartments	
7	06 41 13 00 0286		EA	24" Wide, 30" High x 12" Deep, Single Door, Solid Wood Face Frame and Thermofoil Door, Wall Cabinet	\$4,513.13
			Installation	Quantity Unit Price Factor = Total 11.00 352.12 x 1.0545 = 4,084.42	
			Demolition	11.00 36.96 x 1.0545 = 428.72	
				removal of existing and installation of new. 1 unit per apartment. 11 apartments	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Althea Court

8	06 41 13 00 0290	EA	36" Wide, 30" High x 12" Deep, Double Doors, Solid Wood Face Frame and Thermofoil Doors, Wall Cabinet						\$5,790.70
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	443.79	x	1.0545	=	5,147.74	
		Demolition	11.00 x	55.43	x	1.0545	=	642.96	
		removal of existing and installation of new. 1 unit per apartment. 11 apartments							
9	11 30 13 13 0016	EA	36" Venting Range Hood (Broan 40000)						\$3,575.66
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	246.32	x	1.0545	=	2,857.19	
		Demolition	11.00 x	61.94	x	1.0545	=	718.47	
		removal of existing and installation of new. 1 unit per apartment. 11 apartments							
10	11 30 13 13 0084	EA	1/3 HP Insulated Garbage Disposal (GE GFC320V)						\$718.47
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	249.98	x	1.0545	=	0.00	
		Demolition	11.00 x	61.94	x	1.0545	=	718.47	
		removal of existing garbage disposals. Not installing new units. 11 apartments							
11	12 36 61 19 0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash						\$37,206.56
			Quantity	Unit Price	Factor	=	Total		
		Installation	242.00 x	122.16	x	1.0545	=	31,173.89	
		Demolition	242.00 x	23.64	x	1.0545	=	6,032.67	
		removal of existing and installation of new. 11 apartments							
12	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop						\$1,606.76
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	138.52	x	1.0545	=	1,606.76	
		one sink per apartment. 11 apartments							
13	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair						\$304.95
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	26.29	x	1.0545	=	304.95	
		replace supply lines 11 apartments							
14	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line						\$659.55
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	56.86	x	1.0545	=	659.55	
		replace drain line 11 apartments							
15	22 41 16 16 0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)						\$8,206.65
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	607.23	x	1.0545	=	7,043.56	
		Demolition	11.00 x	100.27	x	1.0545	=	1,163.08	
		removal of existing and installation of new. 11 apartments							
16	22 41 39 00 0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)						\$2,599.45
			Quantity	Unit Price	Factor	=	Total		
		Installation	11.00 x	177.25	x	1.0545	=	2,056.01	
		Demolition	11.00 x	46.85	x	1.0545	=	543.44	
		removal of existing and installation of new. 11 apartments							
17	22 42 39 00 0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)						\$1,184.54
			Quantity	Unit Price	Factor	=	Total		
		Installation	22.00 x	41.22	x	1.0545	=	956.26	
		Demolition	22.00 x	9.84	x	1.0545	=	228.28	
		new angle stops installed in each apartment. 11 apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Concord Drive

27	12	36	61	19	0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash											\$60,883.46
							Installation	Quantity		Unit Price		Factor	=	Total				
								396.00	x	122.16	x	1.0545	=	51,011.82				
							Demolition	396.00	x	23.64	x	1.0545	=	9,871.64				
							removal of existing and installation of new. 22 sf per apartment. 18 apartments											
28	12	36	61	19	0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop											\$2,629.25
							Installation	Quantity		Unit Price		Factor	=	Total				
								18.00	x	138.52	x	1.0545	=	2,629.25				
							one sink per apartment. 18 apartments											
29	22	01	40	81	0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair											\$499.01
							Installation	Quantity		Unit Price		Factor	=	Total				
								18.00	x	26.29	x	1.0545	=	499.01				
							replace supply lines. 18 apartments											
30	22	01	40	81	0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line											\$1,079.26
							Installation	Quantity		Unit Price		Factor	=	Total				
								18.00	x	56.86	x	1.0545	=	1,079.26				
							replace drain line 18 apartments											
31	22	41	16	16	0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)											\$13,429.06
							Installation	Quantity		Unit Price		Factor	=	Total				
								18.00	x	607.23	x	1.0545	=	11,525.83				
							Demolition	18.00	x	100.27	x	1.0545	=	1,903.22				
							removal of existing and installation of new. 18 apartments											
32	22	41	39	00	0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)											\$4,253.64
							Installation	Quantity		Unit Price		Factor	=	Total				
								18.00	x	177.25	x	1.0545	=	3,364.38				
							Demolition	18.00	x	46.85	x	1.0545	=	889.26				
							removal of existing and installation of new. 18 apartments											
33	22	42	39	00	0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)											\$1,938.34
							Installation	Quantity		Unit Price		Factor	=	Total				
								36.00	x	41.22	x	1.0545	=	1,564.79				
							Demolition	36.00	x	9.84	x	1.0545	=	373.55				
							new angle stops installed in each apartment. 18 apartments											

Subtotal for Concord Drive

\$189,940.85

Cuesta Del Mar

34	01	31	33	00	0007	EA	Electrician Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.											\$4,365.05
							Installation	Quantity		Unit Price		Factor	=	Total				
								5.00	x	827.89	x	1.0545	=	4,365.05				
							for safe off and reconnection of countertop outlets as well as disconnect existing garbage disposal outlet . 2 units per day. 10 units in complex. 5 days											
35	01	74	19	00	0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.											\$854.11
							Installation	Quantity		Unit Price		Factor	=	Total				
								1.00	x	809.97	x	1.0545	=	854.11				
							for debris											

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Cuesta Del Mar

36	06 41 13 00 0008	EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$7,555.49
			Quantity	Unit Price	Factor	=	Total		
		Installation	20.00 x	339.78	x	1.0545	=	7,165.96	
		Demolition	20.00 x	18.47	x	1.0545	=	389.53	
		removal of existing and installation of new. 2 units per apartment. 10 apartments							
37	06 41 13 00 0016	EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$19,423.26
			Quantity	Unit Price	Factor	=	Total		
		Installation	30.00 x	558.55	x	1.0545	=	17,669.73	
		Demolition	30.00 x	55.43	x	1.0545	=	1,753.53	
		removal of existing and installation of new. 3 units per apartment. 10 apartments							
38	06 41 13 00 0043	EA	36" Wide, 12" High x 12" Deep, Double Door, Solid Maple Face Frame and Doors, Wall Cabinet						\$13,088.35
			Quantity	Unit Price	Factor	=	Total		
		Installation	30.00 x	358.30	x	1.0545	=	11,334.82	
		Demolition	30.00 x	55.43	x	1.0545	=	1,753.53	
		removal of existing and installation of new. 3 units per apartment. 10 apartments							
39	06 41 13 00 0068	EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$3,864.43
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	338.75	x	1.0545	=	3,572.12	
		Demolition	10.00 x	27.72	x	1.0545	=	292.31	
		removal of existing and installation of new. 1 unit per apartment. 10 apartments							
40	06 41 13 00 0074	EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet						\$5,785.62
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	493.23	x	1.0545	=	5,201.11	
		Demolition	10.00 x	55.43	x	1.0545	=	584.51	
		removal of existing and installation of new. 1 unit per apartment. 10 apartments							
41	11 30 13 13 0016	EA	36" Venting Range Hood (Broan 40000)						\$3,250.60
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	246.32	x	1.0545	=	2,597.44	
		Demolition	10.00 x	61.94	x	1.0545	=	653.16	
		removal of existing and installation of new. 1 unit per apartment. 10 apartments							
42	11 30 13 13 0084	EA	1/3 HP Insulated Garbage Disposal (GE GFC320V)						\$653.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	249.98	x	1.0545	=	0.00	
		Demolition	10.00 x	61.94	x	1.0545	=	653.16	
		removal of existing garbage disposals. Not installing new units. 10 apartments							
43	12 36 61 19 0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash						\$33,824.14
			Quantity	Unit Price	Factor	=	Total		
		Installation	220.00 x	122.16	x	1.0545	=	28,339.90	
		Demolition	220.00 x	23.64	x	1.0545	=	5,484.24	
		removal of existing and installation of new. ss sf per apartment. 10 apartments							
44	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop						\$1,460.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	138.52	x	1.0545	=	1,460.69	
		one sink per apartment. 10 apartments							
45	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair						\$277.23
			Quantity	Unit Price	Factor	=	Total		
		Installation	10.00 x	26.29	x	1.0545	=	277.23	
		replace supply lines 10 apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Cuesta Del Mar

46	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line					\$599.59
			Installation	Quantity	Unit Price	Factor	Total	
				10.00 x	56.86 x	1.0545 =	599.59	
			replace drain line 10 apartments					
47	22 41 16 16 0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)					\$7,460.59
			Installation	Quantity	Unit Price	Factor	Total	
				10.00 x	607.23 x	1.0545 =	6,403.24	
			Demolition	10.00 x	100.27 x	1.0545 =	1,057.35	
			removal of existing and installation of new. 10 apartments					
48	22 41 39 00 0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)					\$2,363.13
			Installation	Quantity	Unit Price	Factor	Total	
				10.00 x	177.25 x	1.0545 =	1,869.10	
			Demolition	10.00 x	46.85 x	1.0545 =	494.03	
			removal of existing and installation of new. 10 apartments					
49	22 42 39 00 0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)					\$1,076.86
			Installation	Quantity	Unit Price	Factor	Total	
				20.00 x	41.22 x	1.0545 =	869.33	
			Demolition	20.00 x	9.84 x	1.0545 =	207.53	
			new angle stops installed in each apartment. 10 apartments					

Subtotal for Cuesta Del Mar

\$105,902.30

Fashion Park

50	01 31 33 00 0007	EA	Electrician Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.					\$9,603.11
			Installation	Quantity	Unit Price	Factor	Total	
				11.00 x	827.89 x	1.0545 =	9,603.11	
			for safe off and reconnection of countertop outlets as well as disconnect existing garbage disposal outlet . 2 units per day. 21 units in complex. 11 days					
51	01 74 19 00 0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.					\$854.11
			Installation	Quantity	Unit Price	Factor	Total	
				1.00 x	809.97 x	1.0545 =	854.11	
			for debris					
52	06 41 13 00 0008	EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet					\$15,866.53
			Installation	Quantity	Unit Price	Factor	Total	
				42.00 x	339.78 x	1.0545 =	15,048.52	
			Demolition	42.00 x	18.47 x	1.0545 =	818.02	
			removal of existing and installation of new. 2 units per apartment. 21 apartments					
53	06 41 13 00 0016	EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet					\$40,788.84
			Installation	Quantity	Unit Price	Factor	Total	
				63.00 x	558.55 x	1.0545 =	37,106.43	
			Demolition	63.00 x	55.43 x	1.0545 =	3,682.41	
			removal of existing and installation of new. 3 units per apartment. 21 apartments					
54	06 41 13 00 0043	EA	36" Wide, 12" High x 12" Deep, Double Door, Solid Maple Face Frame and Doors, Wall Cabinet					\$27,485.53
			Installation	Quantity	Unit Price	Factor	Total	
				63.00 x	358.30 x	1.0545 =	23,803.12	
			Demolition	63.00 x	55.43 x	1.0545 =	3,682.41	
			removal of existing and installation of new. 3 units per apartment. 21 apartments					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Fashion Park

55	06 41 13 00 0068	EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$8,115.29
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	338.75 x	1.0545	=	7,501.45		
		Demolition	21.00 x	27.72 x	1.0545	=	613.85		
		removal of existing and installation of new. 1 unit per apartment. 21 apartments							
56	06 41 13 00 0074	EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet						\$12,149.80
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	493.23 x	1.0545	=	10,922.33		
		Demolition	21.00 x	55.43 x	1.0545	=	1,227.47		
		removal of existing and installation of new. 1 unit per apartment. 21 apartments							
57	11 30 13 13 0016	EA	36" Venting Range Hood (Broan 40000)						\$6,826.26
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	246.32 x	1.0545	=	5,454.63		
		Demolition	21.00 x	61.94 x	1.0545	=	1,371.63		
		removal of existing and installation of new. 1 unit per apartment. 21 apartments							
58	11 30 13 13 0084	EA	1/3 HP Insulated Garbage Disposal (GE GFC320V)						\$1,371.63
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	249.98 x	1.0545	=	0.00		
		Demolition	21.00 x	61.94 x	1.0545	=	1,371.63		
		removal of existing garbage disposals. Not installing new units. 21 apartments							
59	12 36 61 19 0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash						\$71,030.70
			Quantity	Unit Price	Factor	=	Total		
		Installation	462.00 x	122.16 x	1.0545	=	59,513.79		
		Demolition	462.00 x	23.64 x	1.0545	=	11,516.91		
		removal of existing and installation of new. ss sf per apartment. 21 apartments							
60	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop						\$3,067.46
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	138.52 x	1.0545	=	3,067.46		
		one sink per apartment., 21 apartments							
61	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair						\$582.18
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	26.29 x	1.0545	=	582.18		
		replace supply lines, 21 apartments							
62	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line						\$1,259.14
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	56.86 x	1.0545	=	1,259.14		
		replace drain line, 21 apartments							
63	22 41 16 16 0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)						\$15,667.23
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	607.23 x	1.0545	=	13,446.80		
		Demolition	21.00 x	100.27 x	1.0545	=	2,220.43		
		removal of existing and installation of new. 21 apartments							
64	22 41 39 00 0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)						\$4,962.58
			Quantity	Unit Price	Factor	=	Total		
		Installation	21.00 x	177.25 x	1.0545	=	3,925.11		
		Demolition	21.00 x	46.85 x	1.0545	=	1,037.47		
		removal of existing and installation of new. 21 apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Fashion Park

65	22	42	39	00	0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)						\$2,261.40
							Quantity	Unit Price		Factor	=	Total	
						Installation	42.00	x	41.22	x	1.0545	=	1,825.59
						Demolition	42.00	x	9.84	x	1.0545	=	435.80
						new angle stops installed in each apartment 21 apartments							

Subtotal for Fashion Park

\$221,891.79

Fremont Way

66	01	31	33	00	0007	EA	Electrician Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.						\$5,238.06
							Quantity	Unit Price		Factor	=	Total	
						Installation	6.00	x	827.89	x	1.0545	=	5,238.06
						for safe off and reconnection of countertop outlets as well as disconnect existing garbage disposal outlet . 2 units per day. 12 units in complex. 6 days							
67	01	74	19	00	0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$854.11
							Quantity	Unit Price		Factor	=	Total	
						Installation	1.00	x	809.97	x	1.0545	=	854.11
						for debris							
68	06	41	13	00	0008	EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$9,066.59
							Quantity	Unit Price		Factor	=	Total	
						Installation	24.00	x	339.78	x	1.0545	=	8,599.15
						Demolition	24.00	x	18.47	x	1.0545	=	467.44
						removal of existing and installation of new. 2 units per apartment. 12 Apartments							
69	06	41	13	00	0016	EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet						\$23,307.91
							Quantity	Unit Price		Factor	=	Total	
						Installation	36.00	x	558.55	x	1.0545	=	21,203.68
						Demolition	36.00	x	55.43	x	1.0545	=	2,104.23
						removal of existing and installation of new. 3 units per apartment. 12 Apartments							
70	06	41	13	00	0043	EA	36" Wide, 12" High x 12" Deep, Double Door, Solid Maple Face Frame and Doors, Wall Cabinet						\$15,706.02
							Quantity	Unit Price		Factor	=	Total	
						Installation	36.00	x	358.30	x	1.0545	=	13,601.78
						Demolition	36.00	x	55.43	x	1.0545	=	2,104.23
						removal of existing and installation of new. 3 units per apartment. 12 Apartments							
71	06	41	13	00	0068	EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$4,637.31
							Quantity	Unit Price		Factor	=	Total	
						Installation	12.00	x	338.75	x	1.0545	=	4,286.54
						Demolition	12.00	x	27.72	x	1.0545	=	350.77
						removal of existing and installation of new. 1 unit per apartment. 12 Apartments							
72	06	41	13	00	0074	EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet						\$6,942.74
							Quantity	Unit Price		Factor	=	Total	
						Installation	12.00	x	493.23	x	1.0545	=	6,241.33
						Demolition	12.00	x	55.43	x	1.0545	=	701.41
						removal of existing and installation of new. 1 unit per apartment. 12 Apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Fremont Way

73	11	30	13	13	0016	EA	36" Venting Range Hood (Broan 40000)										\$3,900.72
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	246.32	x	1.0545	=	3,116.93				
						Demolition	12.00	x	61.94	x	1.0545	=	783.79				
							removal of existing and installation of new. 1 unit per apartment. 12 Apartments										
74	11	30	13	13	0084	EA	1/3 HP Insulated Garbage Disposal (GE GFC320V)										\$783.79
							Quantity		Unit Price		Factor	=	Total				
						Installation	0.00	x	249.98	x	1.0545	=	0.00				
						Demolition	12.00	x	61.94	x	1.0545	=	783.79				
							removal of existing garbage disposals. Not installing new units.12 Apartments										
75	12	36	61	19	0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash										\$40,588.97
							Quantity		Unit Price		Factor	=	Total				
						Installation	264.00	x	122.16	x	1.0545	=	34,007.88				
						Demolition	264.00	x	23.64	x	1.0545	=	6,581.09				
							removal of existing and installation of new. 22 SF per apartment. 12 Apartments										
76	12	36	61	19	0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop										\$1,752.83
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	138.52	x	1.0545	=	1,752.83				
							one sink per apartment. 12 Apartments										
77	22	01	40	81	0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair										\$332.67
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	26.29	x	1.0545	=	332.67				
							replace supply lines. 12 Apartments										
78	22	01	40	81	0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line										\$719.51
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	56.86	x	1.0545	=	719.51				
							replace drain line. 12 Apartments										
79	22	41	16	16	0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)										\$8,952.71
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	607.23	x	1.0545	=	7,683.89				
						Demolition	12.00	x	100.27	x	1.0545	=	1,268.82				
							removal of existing and installation of new. 12 Apartments										
80	22	41	39	00	0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)										\$2,835.76
							Quantity		Unit Price		Factor	=	Total				
						Installation	12.00	x	177.25	x	1.0545	=	2,242.92				
						Demolition	12.00	x	46.85	x	1.0545	=	592.84				
							removal of existing and installation of new. 12 Apartments										
81	22	42	39	00	0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)										\$1,292.23
							Quantity		Unit Price		Factor	=	Total				
						Installation	24.00	x	41.22	x	1.0545	=	1,043.20				
						Demolition	24.00	x	9.84	x	1.0545	=	249.03				
							new angle stops installed in each apartment. 12 Apartments										

Subtotal for Fremont Way

\$126,911.93

General

Work Order Number: 113054.00
Work Order Title: OHA - Cabinet Install at Housing Authority

82	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.		- \$146,690.46					
							Installation	Quantity -146,690.46	x	Unit Price 1.00	x	Factor 1.0000	=	Total -146,690.46
							Discount offered to client							
83	01	22	16	00	0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.		\$16,665.00					
							Installation	Quantity 15,150.00	x	Unit Price 1.00	x	Factor 1.1000	=	Total 16,665.00
							Bond = \$757,900 x 2%							
Subtotal for General							- \$130,025.46							
Hill Street														
84	01	31	33	00	0007	EA	Electrician Minimum ChargeThis task should not be used in conjunction with any other tasks utilizing this labor trade, unless approved by owner. Task quantity is 1, unless approved by owner.		\$5,238.06					
							Installation	Quantity 6.00	x	Unit Price 827.89	x	Factor 1.0545	=	Total 5,238.06
							for safe off and reconnection of countertop outlets as well as disconnect existing garbage disposal outlet . 2 units per day. 12 units in complex. 6 days							
85	01	74	19	00	0016	EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.		\$854.11					
							Installation	Quantity 1.00	x	Unit Price 809.97	x	Factor 1.0545	=	Total 854.11
							for debris							
86	06	41	13	00	0008	EA	12" Wide, 35" High x 23-3/4" Deep, Single Drawer and Single Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet		\$9,066.59					
							Installation	Quantity 24.00	x	Unit Price 339.78	x	Factor 1.0545	=	Total 8,599.15
							Demolition	Quantity 24.00	x	Unit Price 18.47	x	Factor 1.0545	=	Total 467.44
							removal of existing and installation of new. 2 units per apartment. 12 Apartments							
87	06	41	13	00	0016	EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet		\$23,307.91					
							Installation	Quantity 36.00	x	Unit Price 558.55	x	Factor 1.0545	=	Total 21,203.68
							Demolition	Quantity 36.00	x	Unit Price 55.43	x	Factor 1.0545	=	Total 2,104.23
							removal of existing and installation of new. 3 units per apartment. 12 Apartments							
88	06	41	13	00	0043	EA	36" Wide, 12" High x 12" Deep, Double Door, Solid Maple Face Frame and Doors, Wall Cabinet		\$15,706.02					
							Installation	Quantity 36.00	x	Unit Price 358.30	x	Factor 1.0545	=	Total 13,601.78
							Demolition	Quantity 36.00	x	Unit Price 55.43	x	Factor 1.0545	=	Total 2,104.23
							removal of existing and installation of new. 3 units per apartment. 12 Apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00

Work Order Title: OHA - Cabinet Install at Housing Authority

Hill Street

89	06 41 13 00 0068	EA	18" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet						\$4,637.31
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	338.75	x	1.0545	=	4,286.54	
		Demolition	12.00 x	27.72	x	1.0545	=	350.77	
		removal of existing and installation of new. 1 unit per apartment. 12 Apartments							
90	06 41 13 00 0074	EA	36" Wide, 30" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet						\$6,942.74
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	493.23	x	1.0545	=	6,241.33	
		Demolition	12.00 x	55.43	x	1.0545	=	701.41	
		removal of existing and installation of new. 1 unit per apartment. 12 Apartments							
91	11 30 13 13 0016	EA	36" Venting Range Hood (Broan 40000)						\$3,900.72
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	246.32	x	1.0545	=	3,116.93	
		Demolition	12.00 x	61.94	x	1.0545	=	783.79	
		removal of existing and installation of new. 1 unit per apartment. 12 Apartments							
92	11 30 13 13 0084	EA	1/3 HP Insulated Garbage Disposal (GE GFC320V)						\$783.79
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	249.98	x	1.0545	=	0.00	
		Demolition	12.00 x	61.94	x	1.0545	=	783.79	
		removal of existing garbage disposals. Not installing new units. 12 Apartments							
93	12 36 61 19 0005	SF	1-1/4" Thick, Quartz Agglomerate Countertop With Backsplash						\$40,588.97
			Quantity	Unit Price	Factor	=	Total		
		Installation	264.00 x	122.16	x	1.0545	=	34,007.88	
		Demolition	264.00 x	23.64	x	1.0545	=	6,581.09	
		removal of existing and installation of new. 22 SF per apartment. 12 Apartments							
94	12 36 61 19 0007	EA	Cutout For Sink And/Or Faucet In Quartz Agglomerate Countertop						\$1,752.83
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	138.52	x	1.0545	=	1,752.83	
		one sink per apartment. 12 Apartments							
95	22 01 40 81 0004	EA	Removal And Replacement Of Chrome Supply Lines To Sink/Lavatory, Pair						\$332.67
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	26.29	x	1.0545	=	332.67	
		replace supply lines 12 Apartments							
96	22 01 40 81 0006	EA	Removal And Replacement Of Double Bowl Sink/Lavatory Drain Line						\$719.51
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	56.86	x	1.0545	=	719.51	
		replace drain line 12 Apartments							
97	22 41 16 16 0003	EA	33" x 21" x 6-1/2" Stainless Steel Kitchen Sink, Double Bowl, 20 Gauge (Elkay D233213)						\$8,952.71
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	607.23	x	1.0545	=	7,683.89	
		Demolition	12.00 x	100.27	x	1.0545	=	1,268.82	
		removal of existing and installation of new. 12 Apartments							
98	22 41 39 00 0006	EA	Chrome Two Handle Kitchen Faucet With Spray, Three Hole Installation, 8" Center (Delta 2402LF-LHP+H215)						\$2,835.76
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.00 x	177.25	x	1.0545	=	2,242.92	
		Demolition	12.00 x	46.85	x	1.0545	=	592.84	
		removal of existing and installation of new. 12 Apartments							

Contractor's Price Proposal - Detail Continues..

Work Order Number: 113054.00
Work Order Title: OHA - Cabinet Install at Housing Authority

Hill Street									
99	22	42	39	00	0217	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Dual Angle Stop (SharkBite 25558)		\$1,292.23
		Quantity		Unit Price		Factor		Total	
Installation		24.00	x	41.22	x	1.0545	=	1,043.20	
Demolition		24.00	x	9.84	x	1.0545	=	249.03	
new angle stops installed in each apartment 12 Apartments									
Subtotal for Hill Street									\$126,911.93
Proposal Total									\$757,900.00

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Subcontractor Listing

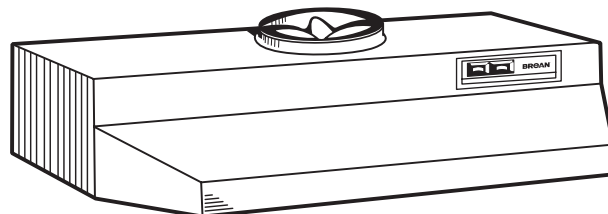
Date: January 27, 2023

Re: IQC Master Contract #: CA-R7-GB06-123021-MDJ
Work Order #: 113054.00
Owner PO #:
Title: OHA - Cabinet Install at Housing Authority
Contractor: MDJ Management
Proposal Value: \$757,900.00

Name of Contractor	Duties	Amount	%
Bentley Construction Group		\$583,000.00	76.92

42000 SERIES TWO-SPEED 7" ROUND RANGE HOOD

(42000 and 42000D Models)



Quality construction and ease of installation make the 42000 the popular choice in vertically-ducted economy hoods.

FEATURES

- Rocker-type fan and light switches
- Polymeric blade and light lens (accepts up to 75W bulb)
- Washable aluminum filter
- Mitered sides and hemmed bottom for safety and good looks
- Model BP87 double-leaf damper (available separately or included with 42000D Series)
- Contemporary styling in White, Almond and Stainless Steel
- Available in 30" and 36" widths
- Special Order Color** - Black (30" and 36" only)
- Special Order Size** - 24" and 42" (White, Biscuit, Almond and Stainless Steel only)

SPECIFICATIONS

VOLTS	AMPS	RPM	SONES	CFM	DUCT
120	2.0	1750	6.0	190	7" Round



HVI-2100 CERTIFIED RATINGS comply with new testing technologies and procedures prescribed by the Home Ventilating Institute, for off-the-shelf products, as they are available to consumers. Product performance is rated at 0.1 in. static pressure, based on tests conducted in a state-of-the-art test laboratory. Sones are a measure of humanly-perceived loudness, based on laboratory measurements.



TYPICAL SPECIFICATION

Range hood shall be Broan Model 42000.

Unit shall be ducted vertically into 7" round ductwork.

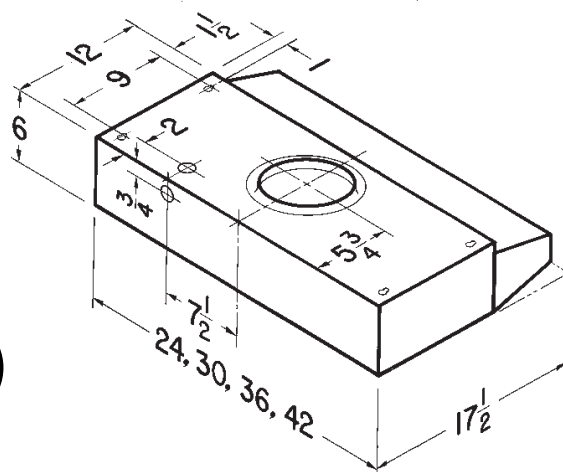
Motor to be permanently lubricated. RPM not to exceed 2750.

Unit shall have two-speed fan switch and separate light switch.

Sides shall be mitered and bottom edge hemmed - with no sharp edges.

Air delivery shall be no less than 190 CFM and sound level no greater than 6.0 sones. All air and sound ratings shall be certified by HVI.

Unit shall be U.L. listed.



Broan-NuTone LLC, 926 West State Street, Hartford, WI 53027 (1-800-637-1453)

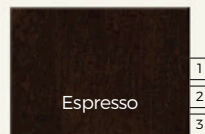
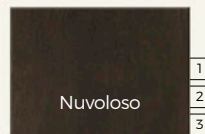
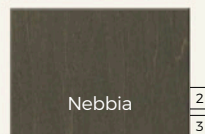
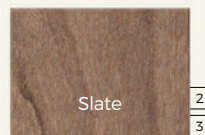
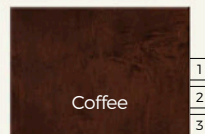
REFERENCE	QTY.	REMARKS	Project	
			Location	
			Architect	
			Engineer	
			Contractor	
			Submitted by	Date

Sienna

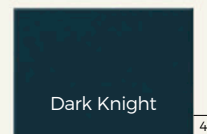
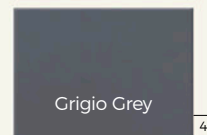
Real Wood Veneer

- 5/8" thick door frames and drawer fronts
- Slab door style; veneer edgebanded door for stain finishes; HDF door for paint finishes
- Slab drawer fronts
- Available in standard reveal, full overlay, or frameless

Stain Finishes



Paint Finishes



Sienna - Coffee

Available Construction + Price Groups

1 GROUP 1
Poplar

2 GROUP 2
N. American Hardwood

3 GROUP 3
Maple

4 GROUP 4
Poplar + Paint

Visit mwccabinetry.com for more information about finishes and availability.



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Our Multifamily Roots Run Deep

903.935.0500
232 N. Marshall Industrial Ave.
Marshall, TX 75670

MWCCABINETRY.COM



Alvar Cabinet Pull

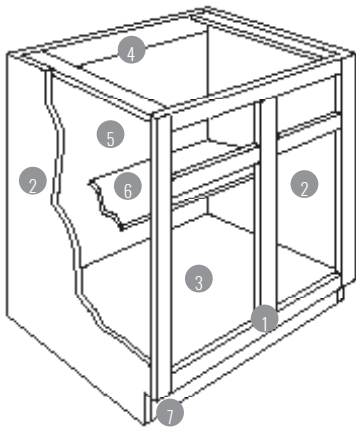
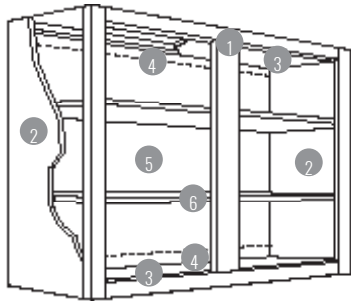
PART# 264-Pull

DESCRIPTION

The curved profile of Alvar, from Jeffrey Alexander, is a graceful yet straightforward, contemporary look that is particularly enchanting. Five pull center-to-center options accommodates multiple drawer and door sizes to achieve a streamlined, clean configuration. Accent painted or stained cabinets with one of seven beautiful finishes, or mix finishes in two-toned designs, this pull collection blends well with raised panel, flat panel and Shaker style cabinets. Each item is individually wrapped to protect the item from damage. Attachment hardware is included.

More Information	Details	
FEATURES - Perfect for Kitchens, Baths, Closets, and Furniture - Individually wrapped to protect the product from damage - Two 1" and two 1-3/4" breakaway screws included - Lifetime Warranty - Features higher hand clearance - great for Universal Design and Aging in Place - See, touch and feel first! Order a free sample of this pull in up to 7" center-to-center!	Item Number	264-Pull
	Collection	Alvar
	Brand	Jeffrey Alexander

Framed Allwood Construction



- 1 FRONT FRAME – 3/4" thick kiln dried solid hardwood. Pocket screw construction frame joinery reinforced with nail. Stiles 1 1/2" wide. Mulls 3" wide. Rails 1 1/2" wide. Stiles dadoed to receive ends.
- 2 END PANELS – Standard: Nominal 1/2" (12mm) thick multi-ply birch veneer plywood with matching laminate exterior surfaces. End panels are inserted into dado in face frame and recessed 3/16". Upgrade: Nominal 1/2" (12mm) thick multi-ply hardwood plywood with maple veneer on exterior surface and birch veneer on interior surface. All end panels are constructed with the same dado joinery as above and are recessed 3/16".
- 3 TOP/BOTTOM PANELS – Nominal 1/2" (12mm) thick multi-ply hardwood plywood. Tops and bottoms set into grooved end panels and stapled. Bottoms are supported at rear of base cabinets by nominal 1/2" (12mm) thick multi-ply hardwood plywood.
- 4 HANGING RAILS – Wall cabinets have nominal 1/2" (12mm) thick x 3 1/2" high multi-ply hardwood plywood. Each is running full cabinet width at the top and bottom. Base cabinets have a nominal 1/2" (12mm) thick x 3 1/2" high multi-ply hardwood plywood hang rail at the top. Hang rails are captured between end panels recessed behind back panel for Wall cabinets and in front of back panel for Base, and Tall cabinets. Tall cabinets have nominal 1/2" (18mm) thick x 3 1/2" high multi-ply hardwood plywood hang rail.
- 5 BACK PANEL – Nominal 1/8" (3mm) thick hardwood with maple grained interior. Securely glued and stapled to end panels and hang rails. Back panels are fully captured on wall cabinets. Plywood back available.
- 6 SHELVES – Nominal 1/2" (12mm) thick multi-ply hardwood plywood, with hardwood veneer banded front edge. Shelves are adjustable in all standard wall cabinets and fixed in base cabinets.
- 7 TOE KICK – Nominal 1/2" (12mm) thick multi-ply hardwood plywood. Toe kick is 4 1/2" high and recessed 4 1/2".

DRAWERS – Standard: Nominal 1/2" (12mm) high multi-ply hardwood plywood, front, back, and sides with butt construction. Drawer bottoms a Nominal 1/8" (3mm) thick hardboard with maple grain, inserted and glued into dado in front, back and sides.

DRAWER GUIDES – High-quality epoxy coated steel, Cushion-Tec™, side mounted guides, self-adjusting in mounting brackets. Built-in stop, self-closing and stay-closed features with a 100 lb. rated load capacity.

DOVETAIL DRAWER (upgrade only) – Front, back and sides are 5/8" (16mm) thick solid birch hardwood with dovetail construction. Drawer bottoms are nominal 1/4" (6mm) thick multi-ply hardwood birch plywood inserted and stapled into dado in front, back, and sides.

SOFT-CLOSE UNDERMOUNT DRAWER GUIDE (deluxe upgrade with dovetail drawer only) – High-quality steel, undermount construction provides full drawer access. Self-adjusting in mounting brackets. Built-in stop, self-closing, and stay closed features with a 75 lb. rated load capacity. Provides soft-close feature that helps reduce drawer slamming. Drawers are full extension, self-adjusting in mounting brackets. Built-in stop, self-closing, and stay closed features with a 100 lb. rated load capacity.

HINGES – Standard: Heavy-duty, high-quality steel, concealed 2-way adjustable hinge with self-closing feature. Upgrade: Gentle-Touch (soft-close) Hinge: Heavy-duty, high-quality steel, concealed 6-way hinge with soft close resistance.

FINISH – Furniture quality protective finish system on doors, drawer fronts, front frames, and veneer plywood end panels consisting of sanding, stain, catalyzed sealer and catalyzed clear top coats.

Contact your sales representative for information on NAUF options.

NOTICE: The product specifications appearing herein supersede and cancel all previous sheets, supplements and addenda, and represent current manufacturing standards and procedures.

Master WoodCraft Cabinetry reserves the right to make specification changes for continued product improvement.

For aesthetic considerations the furniture and cabinet industries have made veneer on composite panel substrate the standard method of construction for raised panel-in-frame doors in some wood species. Within the Master WoodCraft Cabinetry product line, those species include oak, birch, and maple.

PRODUCT SPECIFICATIONS

Dayton Stainless Steel 33" x 22" x 5-3/8" Equal Double Bowl Drop-in Sink. Sink is manufactured from 22 gauge 300 series Stainless Steel with a Satin finish, Rear Center drain placement, and Bottom only pads.

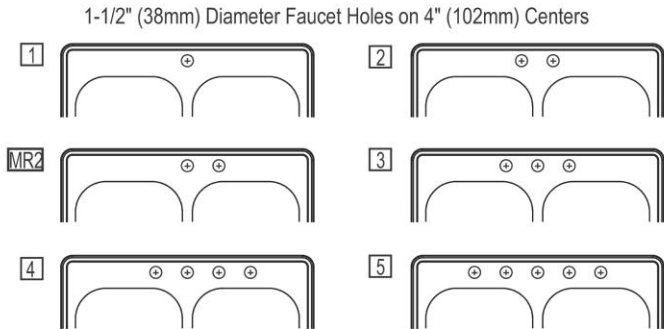
Installation Type:	Drop-in
Material:	300 series Stainless Steel
Finish:	Satin
Gauge:	22
Sound Deadening:	Bottom only pads
Number of Bowls:	2
Sink Dimensions:	33" x 22" x 5-3/8"
Bowl 1 Dimensions:	14" x 15-3/4" x 5-1/4"
Bowl 2 Dimensions:	14" x 15-3/4" x 5-1/4"
Drain Size:	3-1/2" (89mm)
Drain Location:	Rear Center
Minimum Cabinet Size:	36"
Mounting Hardware:	Part # 64090012 included for countertops up to 3/4" (19mm) thick
Template Included:	No
Cutout Template #:	1000001189

Template is available for download at [elkay.com](#). CAD software will be required to open the template.

Cutout Dimensions for Drop-in Installation:

32-3/8" x 21-3/8" (822mm x 543mm) with 1-1/2" (38mm) corner radius

Hole Drilling Configurations:



AMERICAN PRIDE. A LIFETIME TRADITION.

Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Product Compliance:

ADA & ICC A117.1
ASME A112.19.3/CSA B45.4
Buy American Act



Sinks are listed by IAPMO® as meeting the applicable requirements of the Uniform Plumbing Code®, International Plumbing Code®, and National Plumbing Code of Canada.

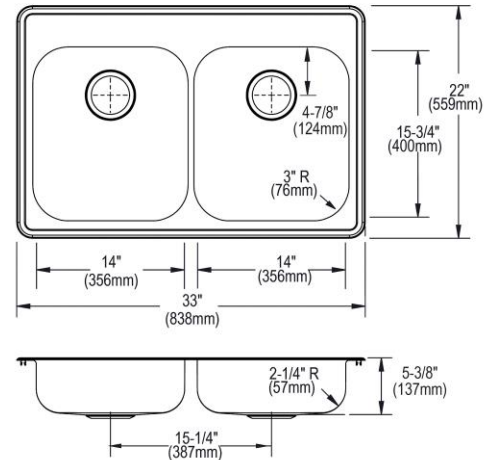


Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards.

[Clean and Care Manual \(PDF\)](#)

[Installation Instructions \(PDF\) - 1000005236](#)

[Warranty \(PDF\)](#)



PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

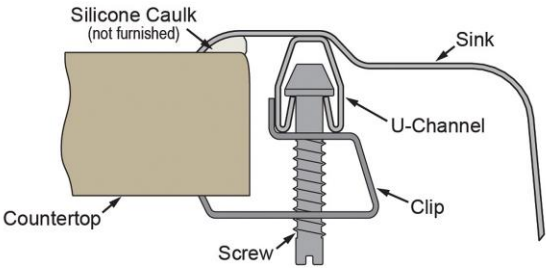
DATE: _____

NOTES: _____

APPROVAL: _____

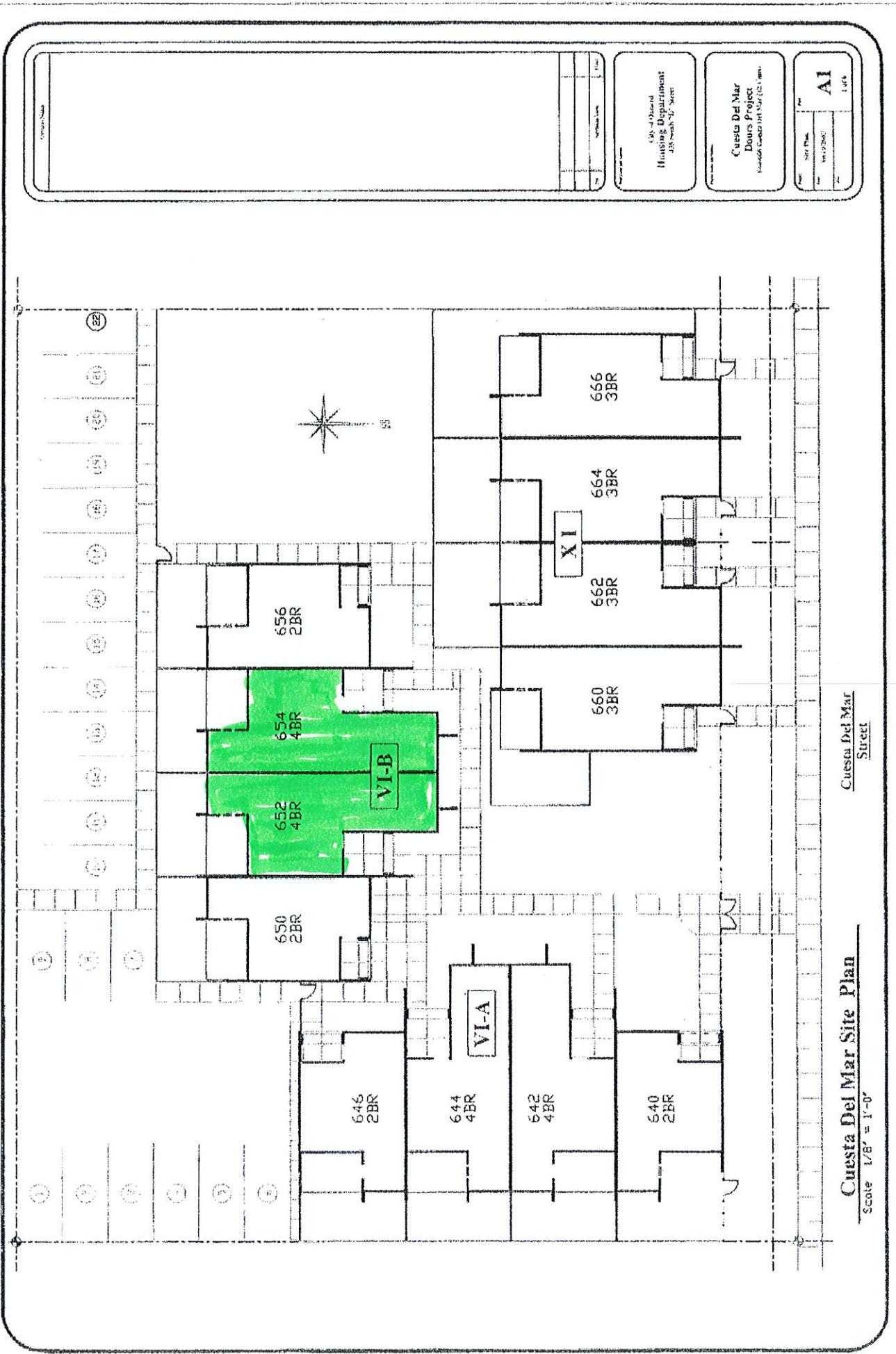
In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Installation Profile:

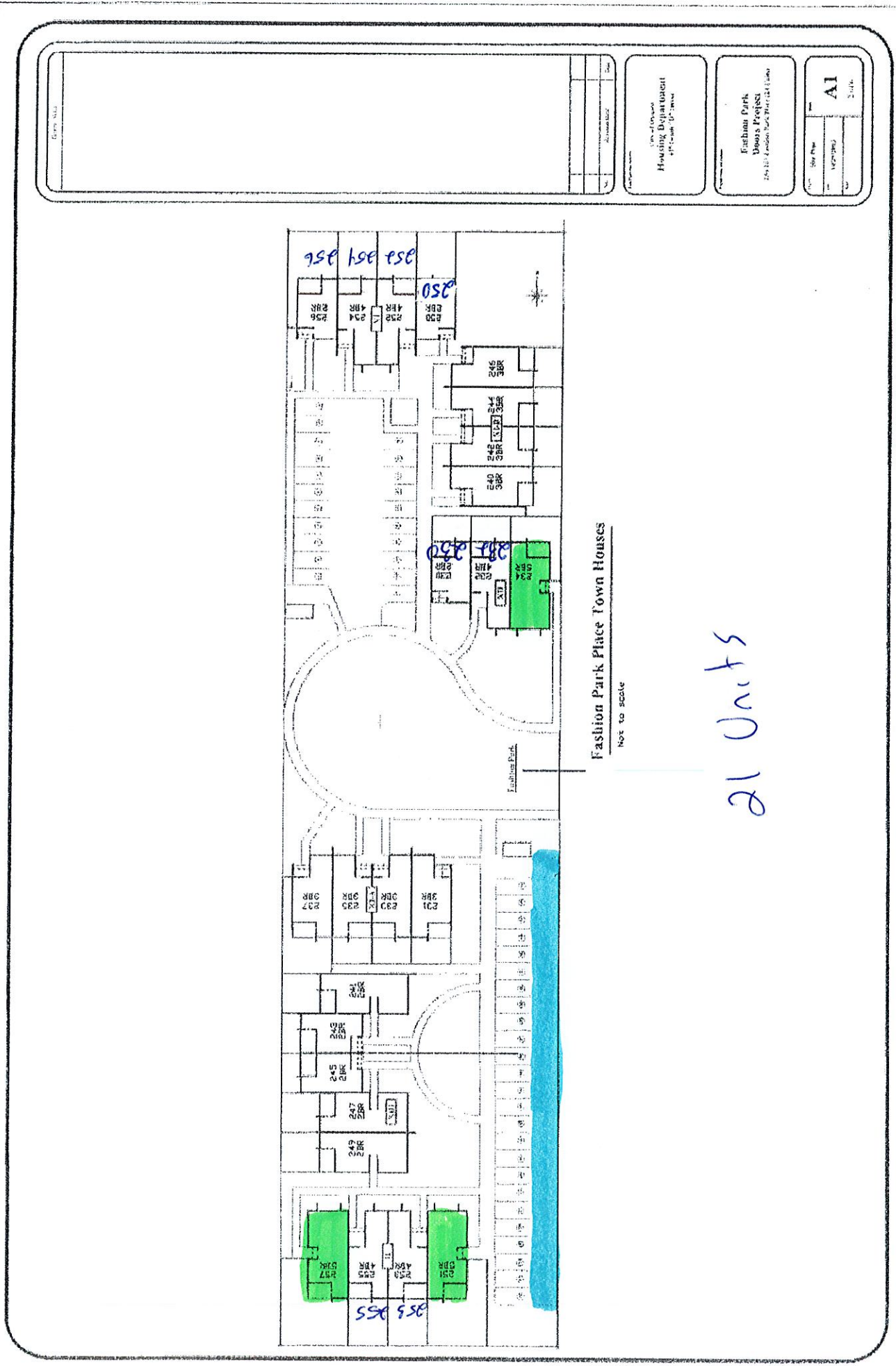


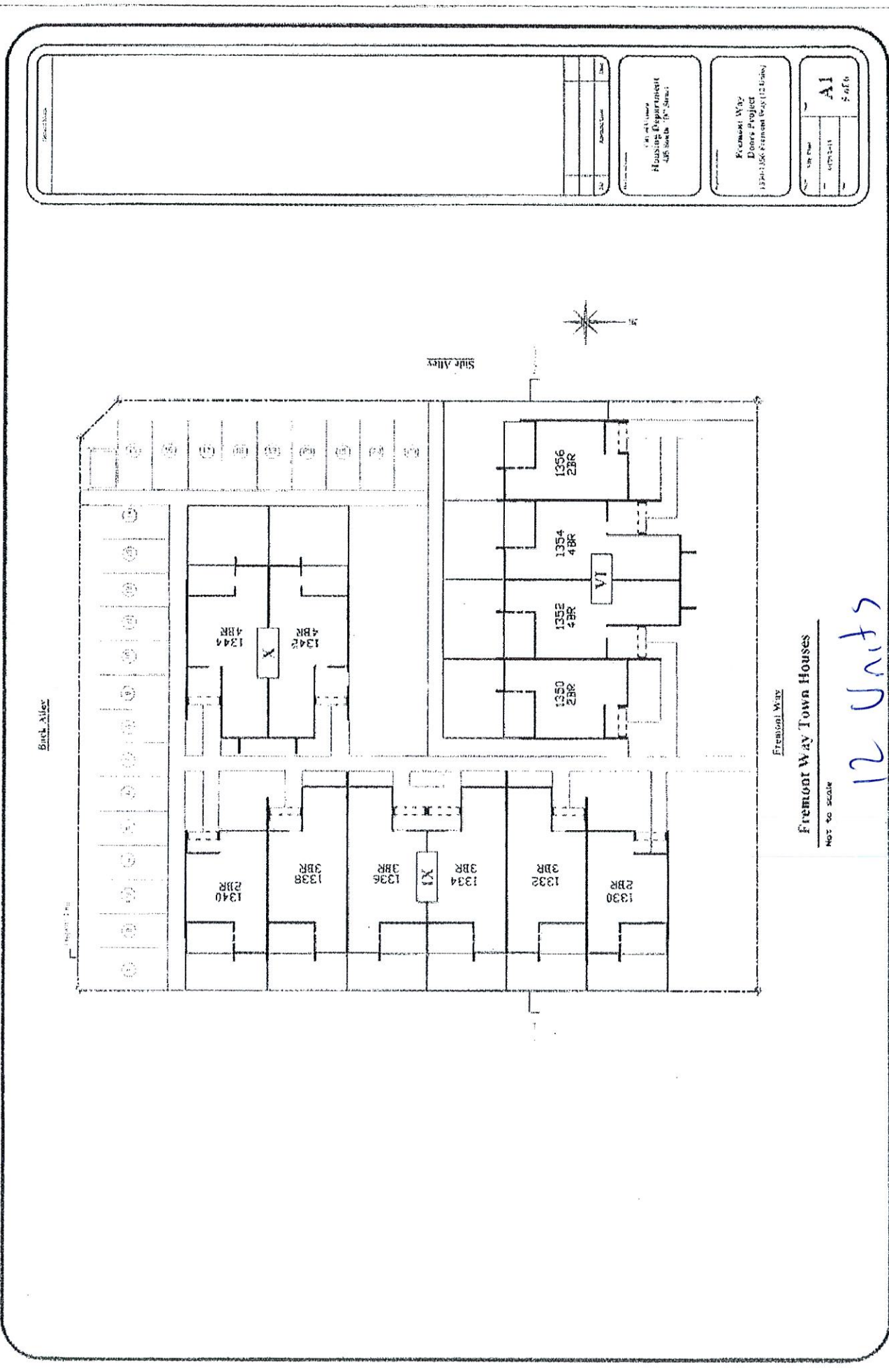
Optional Accessories		
CB1516	Elkay Hardwood 15" x 16-3/4" x 3/4" Cutting Board Spec Sheet (PDF)	
D1125	Dayton 3-1/2" Stainless Steel Drain with Removable Basket Strainer and Rubber Stopper Spec Sheet (PDF)	
LKWRB1316SS	Elkay Stainless Steel 12-1/2" x 15" x 7" Rinsing Basket Spec Sheet (PDF)	

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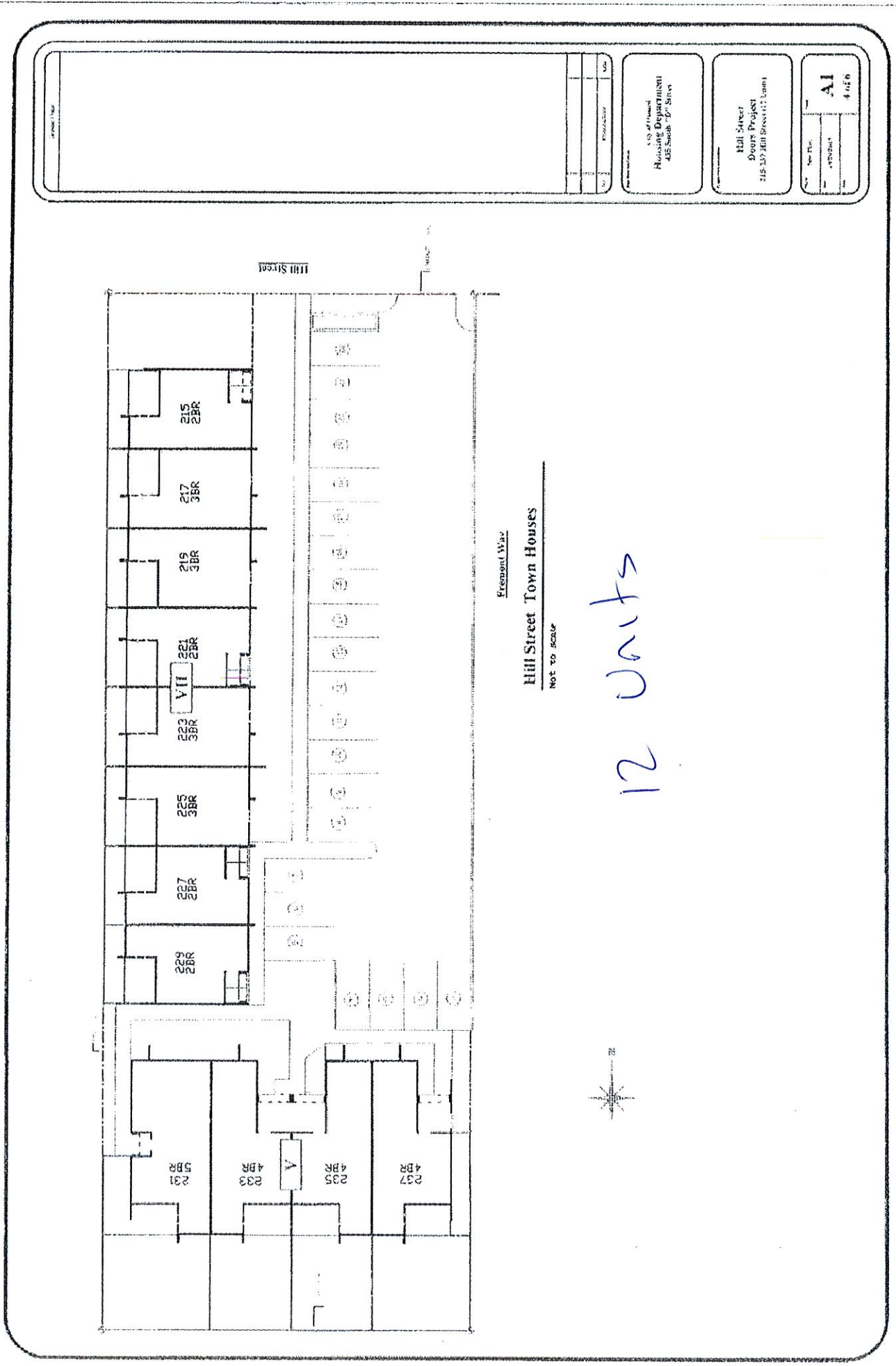


10 Units





12 Units





2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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City of Concord
Housing Department
400 South 1st Street
Concord, CA 94021

Concord Drive
Dwelling Project
1000 North 1st Street, 1000 North 2nd Street, 1000 North 3rd Street

AI	1000 North 1st Street	1000 North 2nd Street	1000 North 3rd Street
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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 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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 \$250,000 - use Section I;
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) **Maintenance contracts** (including nonroutine maintenance), greater than \$250,000 — use Sections I and II.

Section I - Clauses for All Non-Construction Contracts greater than \$250,000

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 111, Labor Standards Provisions, including any claims for damages for the alleged breach thereof 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
 - () 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 therefrom, 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.

(v) 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.

(i) 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/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. 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.

19. 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.

20. 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.

21. Liens

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

22. 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 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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

form **HUD-5370-C** (01/2014)

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. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – 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

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

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) 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.

Kitchen Rehabilitation Project at Scattered Public Housing Sites

Emilio Ramirez, Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
February 28, 2023

1. The project involves the replacement of kitchen cabinets, sinks, faucets and range hoods for 84 kitchens located at various public housing units.
2. The locations include: 11 units at Althea Court, 12 units at Fremont Way, 12 units at Hill Street, 18 units at Concord Drive, 21 units at Fashion Park Place, and 10 units at Cuesta Del Mar Drive. (Referred to as 31-7 Scattered Sites)
3. Existing cabinets were installed in the 1970s. Due to normal wear and tear, age, and condition, their replacement is recommended.
4. This project was planned for and included in the 2020 Capital Fund Program Five-year Action Plan

That the Community Services, Public Safety, Housing & Development Committee recommend that the Housing Authority Board of Commissioners Approve and Authorize the execution of:

A firm-fixed price contract in the amount of \$757,900 with MDJ Management, LLC (Agreement number A-8519) using funds appropriated from the 2020 Capital Fund Grant for the 31-7 public housing scattered sites.



End of Presentation