

Housing Authority
of the
County of Merced

INVITATION FOR BIDS
#2020-24

Bid Documents and Specifications:
TREE TRIMMING AND REMOVAL SERVICES

Virtual Bid Opening: MARCH 5, 2021 @ 2:00pm
(Via GoToMeeting
<https://global.gotomeeting.com/join/176768013>
+1 (669) 224-3412 - Access Code: 176-768-013)

405 U Street – Merced, CA 95341
Telephone: (209) 386-4137
Fax: (209) 722-0106
Email: melinab@merced-pha.com



INVITATION FOR BIDS (IFB) #2020-24
TREE TRIMMING AND REMOVAL SERVICES

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1. Scope of Work
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4. Proposal Cost Form
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10. HUD-5370-C, Sections I & II General Conditions, Non-Construction
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SECTION 1 - GENERAL INFORMATION

Housing Authority of the County of Merced (Authority), is a provider of affordable housing in the County. The Authority is seeking proposals from interested, qualified, organizations/individuals to provide tree maintenance services, that will consist of removing or trimming 135 selected trees throughout the County of Merced.

Proposers may submit proposal costs for one area (Area 1 *or* Area 2) or both areas (Area 1 *and* Area 2) (See page 1 of Scope of Work for property details). Proposals will be accepted and awarded by area/s. Contractors may submit proposals for all or some of the service areas. The successful contractor(s) awarded for a service area will be required to provide their services to all locations within the service area. Evaluation and awards will be made to the proposer(s) who best meet the needs of the Authority.

This IFB is being issued, as well any addenda, by the Authority. The contact person for the Authority is:

Melina Basso, Director of Development
405 U Street - Merced, CA 95341
Telephone: (209) 386-4137 -- Fax: (209) 722-0106
Email: melinab@merced-pha.com

1. Contact with Authority staff, Board Members and/or Residents: Under no circumstances may any Authority Board Member or any Authority staff member other than the contact person specified within this IFB be contacted during this IFB process by any entity intending to submit a response to this IFB. Failure to comply with this request will result in disqualification. All questions shall be in writing and directed to the contact person as listed within this IFB.
2. Addenda/Addendum and Update Procedures for the IFB: During the period of advertisement for this IFB, the Authority may wish to amend, add to or delete from, the contents of this IFB. In such situations, the Authority will issue an Addenda/Addendum to the IFB setting forth the nature of the modification(s). The Authority will email, fax or send via regular U.S. Postal Service Mail (upon written request), to all known Respondents, any Addenda/Addendum to the Respondents of the IFB solicitation. Interested parties may also view Addenda/Addendum on the Authority's **website** www.merced-pha.com. It shall be the responsibility of each Respondent to ensure that they have any/all Addenda/Addendum relative to this IFB.
3. Proposals may be submitted by mail or hand-delivered. THREE (3) complete sets (including minimum of one original) must be bound separately

and submitted together. The instructions below provide guidance on what the proposals will contain and how it should be organized.

Proposals shall be delivered, assembled in the order described in this IFB, in a sealed envelope or box clearly marked with the following:

IFB #2020-24
Tree Trimming and Removal Services

The office is closed to the public due to COVID-19 at the moment, please call Melina Basso at (209) 386-4137 or Maria Alvarado at (209) 386-4139 *prior* to delivery. Proposals must be received by the Authority *prior to* 4:00 p.m. (local time) on March 4, 2021 at The Housing Authority, **405 "U" Street**, Merced, CA 95341. Late submittals will not be accepted and will be returned, unopened, to the sender. There will be a virtual bid opening via GoToMeeting at 2:00 p.m. (PDT) on March 5th, 2021. The link to the virtual bid opening is <https://global.gotomeeting.com/join/176768013> and you can also call in at +1 (669) 224-3412; access code is 176-768-013.

- a. Facsimile copies or emails will not be accepted. All proposals will become the property of the Authority upon submission.
- b. All proposals must be submitted in accordance with the conditions and instructions provided herein.
- c. All proposals must remain open for acceptance for sixty (60) business days from the due date.

SECTION 2 – SCOPE OF WORK – SEE ATTACHMENT #1

SECTION 3 – PROPOSAL SUBMISSION REQUIREMENTS All proposals shall **be submitted in an 8 ½" x 11" format, preferably in a 3-ring binder or similar format. Larger size pages or inserts may be used provided they fold into 8 ½" x 11". The proposal submittal shall be bound in a manner that the** Authority can, if needed, easily remove the binding or remove pages to make copies, then easily return the proposal submittal to its original condition. The front cover of the proposal should bear the name and number of the IFB, date of submittal, **Respondent's name(s)**, address, phone & fax numbers and email address(es). Provide all required certifications and HUD forms, and all other required documents as outlined within this IFB. All forms that require a signature or initials must bear an original signature or initial. All copies of the submittal must be identical in content and organization. The format of the proposals shall be organized into sections and tabbed for ease of review, including copies. Listed below are the sections that must be included in the proposal. Each section must be clearly labeled using bold-faced tabs as listed below. The required submission and all additional copies must be bound separately and each section tabbed.

Tab 1: Submittal and Requirements (Attachment #2)



Proposal Costs, Approach, & Work Plan (Attachment #4)

Tab 2: Profile of Firm Form (Attachment #6)
Non-Collusive Affidavit (Attachment #7)

Tab 3: Licenses/Registrations/Certifications
HUD-5369-C: Representations, Certifications and Other
Statements of Bidders (Attachment #5)

Tab 4: References: The Respondent shall submit a minimum of three (3) references, including Public Housing Agencies. For each reference, please list Company/Agency name, mailing address, contact person, telephone and email address; contract amount, completion date and a brief description of the work completed. References must be recent, within the previous 24 months and/or current clients for whom you have performed similar or like services to the work as detailed within. The Authority may be listed as an additional reference.

Tab 5: Section 3 Certification for Business Concerns seeking Section 3
Business Preference (Attachment #8)

Tab 6: Other Information (Optional)

SECTION 4 - SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

1. Acceptance of Proposal: Proposals must be signed and received, in completed form, at the Authority prior to the proposal due date and time. Proposals submitted after the designated due date and time will not be accepted for any reason and will be returned unopened to the sender.
2. Time for Reviewing Proposals: Proposals received prior to the due date and time will be securely kept and remain unopened. Proposals received after the due date and time will not be considered. All proposals properly received will be evaluated by an Authority Evaluation Committee appointed by the Executive Director.
3. Withdrawal of Proposals: Proposals may be withdrawn by written notice or facsimile transmission received at any time prior to award and provided that withdrawal request has the signature of the authorized representative.
4. Award of Contract(s): Contract shall be awarded to the Respondent whose proposal is the lowest responsive and responsible proposer. The Respondent to whom award is made will be notified at the earliest practical date.

5. HUD Debarment and Suspension List: Contract shall not be awarded to a contractor which has been debarred, suspended or otherwise ineligible for participation, in accordance with Federal regulations (24 CFR, part 24 and 24 CRF, part 85) and in accordance to State of California law.
6. No Claim Against Authority: A Respondent shall not obtain, by submitting a proposal in response to this IFB, any claim against the Authority or the Authority's **property by reason of all or any part of any of** the following: any aspect of this IFB; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of the Authority or any person or entity on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.
7. Best Available Data: All information contained in this IFB is the best data available to the Authority at the time the IFB was prepared. The information given in the IFB is not intended as representation having binding legal effect. This information is furnished for the convenience of the Respondents and the Authority assumes no liability for any errors or omissions.
8. Licenses: The Respondents shall have and maintain all required licenses necessary to conduct business in the County of Merced; Cities of Merced, Atwater, Livingston, Los Banos & Dos Palos and State of California. All licenses must be kept up-to-date for the duration of this contract. Copies of all licenses must be submitted at or prior to contract signing.
9. Respondent Responsibilities: Each Respondent is presumed by the Authority to have thoroughly studied this IFB and is familiar with the contents, locations, nature of request, etc. covered by the IFB. Any failure to completely understand this IFB is the responsibility of the Respondent.
10. Release of Information: Information submitted in response to this IFB will not be released by the Authority during the proposal evaluation process or prior to a contract award.
11. Proprietary Information: If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.



12. Indemnity: Contractor shall indemnify and defend the Authority, its officers, officials, employees, volunteers, agents and assigns and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgements and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

SECTION 5 – RIGHT TO PROTEST

Rights: Any prospective or actual proposer or contractor, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. Such right only applies to serious violation of the Authority procurement policy.

1. Definition: **An alleged aggrieved “protestant” is a prospective proposer or proposers who feels that he/she/they has been treated inequitably by the Authority and wishes the Authority to correct the alleged inequitable condition or situation.**
2. Eligibility: To be eligible to file a protest with the Authority pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a perspective proposer (i.e. recipient to the IFB documents) when the alleged situation occurred. The Authority has no obligation to consider a protest filed by any party that does not meet these criteria.
3. Procedure: Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of the Authority’s procurement policy. Any protest against an Authority solicitation must be received before the due date for receipt of Proposals and any protest against the award of a contract must be received within ten (10) business days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Contracting Officer, the Executive Director, or his/her/their designee for a written decision. The Executive Director or his/her/their designee will issue a written decision and findings to the Protester or Protesters within thirty (30) business days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within five (5) business days of receipt of the written decision. Appeals which are not timely filed will not be considered

and the decision becomes final. All appeals shall be appropriately marked and sent to the address as listed below:

APPEAL OF IFB # 2020-24
Housing Authority of the County of Merced
ATTN: Executive Director
405 U Street, Merced, CA 95341

SECTION 6 - AUTHORITY'S RESERVATION OF RIGHTS

1. The Authority reserves the right to accept or reject any or all proposals, to take exception to these IFB specifications or to waive any formalities or to terminate the IFB process at any time, if deemed by Authority to be in its best interests.
2. The Authority reserves the right to reject and not consider any proposal that does not meet the requirements of this IFB, including by not necessarily limited to, incomplete proposal and/or proposals offering alternate or non-requested services. Respondents may be excluded from further considerations for failure to fully comply with the specifications of this IFB.
3. The Authority reserves the right not to award a contract pursuant to this IFB.
4. The Authority reserves the right to reject the proposal of any Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; or who is not in a position to perform the contract.
5. The Authority reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) business days written notice to the successful Respondent(s).
6. The Authority reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in this IFB.
7. The Authority reserves the right to retain all proposals submitted and not to permit withdrawal for a period of sixty (60) business days subsequent to the deadline for receiving proposals without the written consent of the Authority Executive Director.



8. The Authority reserves the right to negotiate the fees proposed by the Respondent entity.
9. The Authority shall have no obligation to compensate any Respondent for any costs incurred in responding to this IFB.
10. The Authority shall reserve the right to at any time during the IFB or contract process prohibit any further participation by a Respondent or reject any proposal submitted that does not conform to any of the requirements detailed herein.

SECTION 7 – EVALUATION AND AWARD

1. Method: Proposal will be evaluated by an Authority evaluation committee. The committee will present its recommendations to the Authority Executive Director who will make the final decision.
2. Basis of Award: The contract will be awarded to the firm whose proposal is determined by the Authority to be the most responsive and responsible proposer which is the most advantageous to the Authority with price and other technical factors considered.
 - a. Responsive Evaluation: Evaluations will be conducted on the bid submittals received for responsiveness (i.e. meets the minimum of the requirements).
 - b. Responsible Evaluation: The Authority will evaluate the apparent lowest responsive bidder to ensure that he/she/they is/are responsible (i.e. a firm that is qualified, responsible and able to provide to the Authority the required services).
 - c. Price: Price will be considered in conjunction with technical factors by the Authority to determine the proposal that is most advantageous and offers the best value to the Authority.
 - d. Past Performance with similar projects: **Company's experience in performing work of similar nature** (i.e. tree trimming and removal for multiple sites). Emphasis should be placed on experience with public housing authorities, governmental agencies and/or non-profits.
 - e. Approach/Work Plan: Company must identify how they plan to undertake the activities under the Scope of Work.



Housing Authority of the County of Merced

405 U STREET MERCED, CA 95341
 PHONE (209) 722-3501 TDD 711 or 800-855-7100
www.merced-pha.com

**SCOPE OF WORK
 TREE TRIMMING AND REMOVAL SERVICES**

It is the intent of the IFB to establish a contract with a vendor or multiple vendors for labor, materials and equipment necessary to provide the tree trimming and removal services as outlined in this Scope of Work.

1. Description of Properties: The Authority owns and manages sixteen (16) residential developments of which there are three (3) single-family homes located within Merced County. Property information and site maps are included as attachment #11. The site maps are marked in red for those trees that have been identified as needing to be removed and the green marks are the identified trees that need to be trimmed. At the residential developments, the trees have been marked and those that are spray-painted in white are to be trimmed and those spray-painted in red are to be removed. These 135 trees have been identified as owner and not city/county trees.

Area 1 - Merced/Atwater/Winton/Livingston; 7 residential developments/3 single family homes (68 trees to trim & 28 removals):

Project #	Address/es	City
23-01	George Dr./Leshar Dr./6th St./7th St./"V" St./West Ave.	Merced
23-10	1st St./2nd St./3rd St./"R" St.	Merced
23-13	2870 Park Ave.	Merced
23-21	845 Barney St. (Single family home)	Merced
23-23	1300 Bellevue Rd. (Single family home)	Atwater
23-23	1502 Vine Circle (Single family home)	Atwater
23-03	Cameo Ct.	Atwater
23-12A	Kelso St./Crest Rd./Olive Ave.	Atwater
23-12B	Suzie St.	Winton
23-06	Alameda Ct./Balmoral Ct./Castellana Ct.	Livingston

Area 2 - Los Banos/Dos Palos/South Dos Palos; 6 residential developments (22 trees to trim & 17 removals):

Project #	Address/es	City
23-02	Linda Vista/"I" St.	Los Banos
23-04	7th St./Abby Circle/"B" St./"C" St./8th St.	Los Banos
23-11	261 J Street/416 West "K" Street	Los Banos
23-05	W. Globe	South Dos Palos
23-12C	2553 Alleyne Ave	Dos Palos
23-12D	W. Globe	South Dos Palos



2. General Requirements:

- a. Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary to complete all the work in a timely manner.
- b. All work shall be conducted between the hours of 7:30 a.m.-4:30 p.m., Monday through Thursday as well as 7:30 a.m.-4:00 p.m. on alternating Fridays, excluding recognized holidays. No deviation shall be permitted without prior approval by the Authority representative. Additional scheduling may be permitted upon prior approval. The Authority 2021 calendar which details Friday Closures is provided as attachment #12.
- c. All pruning specifications shall be adhered to throughout the term of the contract.
- d. **The work shall commence as outlined in the Contractor's proposal and as agreed to by the Authority designated representative.**
- e. It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner. The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.
- f. The contractor shall maintain all trees in accordance to the ANSI A300 (Part 1) – Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning (2017) and Best Management Practices: Tree Pruning (2017) as adopted by the International Society of Arboriculture (ISA).
- g. The Contractor shall comply with all applicable Federal and State Occupational Safety and Health standards, ANSI Z133.1 (2017) for Arboricultural Operations – Safety Requirements, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and other Federal Environmental Protection Agency (EPA) regulations, as well as state and local regulations.

3. Tree Trimming and Maintenance Specifications:

- a. Pruning of all trees shall include a tree inspection made from ground level, a pruning objective for each tree, and a specified pruning method to achieve the objective prior to the commencement of work. Pruning objectives will include line-of-sight, vertical, street and/or site light and sign clearance, risk reduction, health management, structural, aesthetics and others. Pruning methods will include cleaning, raising, canopy spread and/or height reduction, and thinning. Utility pruning and specialty pruning may also be performed. All pruning will be in accordance with ANSI A300 Pruning Standards and Best Management Practices set forth by the International Society of Arboriculture (ISA) and are subject to the following:
- i. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
 - ii. Contractor shall notify the resident and Authority forty-eight (48) hours in advance of scheduled pruning.
 - iii. **Contractor shall provide and post "No Parking" signs** forty-eight (48) hours in advance of the work as needed.
 - iv. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the Authority residents and public. The Contractor personnel shall wear identifiable uniforms to identify themselves as employees of the Contractor. The work shall be performed by competent employees and supervised by an experienced supervisor in tree trimming and removal operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
 - v. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the **Contractor's personnel or others near the work site, work is** to immediately cease and the appropriate utility company notified. The work shall then commence in accordance with instructions from the utility company.
 - vi. The Contractor shall be responsible for appropriate notification of Underground Service Alert (USA) and shall make every effort to communicate and coordinate with

Authority personnel regarding underground public infrastructure.

- vii. No hooks, gaffs, or spurs, will be used for anything other than removals or in case of an aerial rescue.
- viii. Any vine plant growing on the trees shall be removed to ground level.
- ix. Remove any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree.
- x. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- xi. When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with a bleach solution.
- xii. **Topping and lion's tailing shall be considered an unacceptable pruning practice and will not be utilized under any circumstances other than complete removals.**
- xiii. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.
- xiv. The specific techniques employed shall be consistent with industry practice for the size and species of tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general structure of the tree or leave a large wound.
- xv. In most instances, tree foliage shall not be reduced by no more than fifty percent (50%).
- xvi. Provide standard tree pruning services that shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, weak, broken, and crossing limbs.
- xvii. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- xviii. During the course of work, the Contractor may be required to perform utility line and/or site light clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract.
- xix. All trees must be pruned to maintain and/or improve health and structure. Prune first for safety, next for health and finally for aesthetics. The most common types of pruning to

be used shall include:

1. Crown Thinning
2. Crown Raising
3. Crown Reduction

4. Special Provisions:

a. Traffic Control:

- i. If necessary, the Contractor shall be responsible for traffic control and safety regulations as related to any city, state, or county requirements.
- ii. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic.
- iii. Contractor shall maintain accessibility for all emergency services, including access to fire hydrants. Contractor shall cooperate with trash collection operations and other municipal services.

b. Parking: The Authority will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this Contract. The Contractor will hold the Authority harmless and release the Authority of liability as a result of theft or vandalism.

c. Public Noticing of Tree Pruning Operations: Contractor shall be required to notify residents and/or neighbors of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers or flyers. Authority **approved "No Parking" signs shall be** posted on individual trees scheduled for pruning forty-eight (48) hours prior to the work being performed.

d. Clean Up:

- i. **Each day's scheduled work shall be completed and cleaned up** and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Brush

and debris generated by the Contractor shall be removed daily, sidewalks swept, lawns and driveways, parking stalls and streets must be raked out and rain gutters cleaned. All brush and debris must be disposed of properly and legally.

5. Invoices: Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each project number that tree trimming and removal operations took place. Failure to submit invoices in this format may result in non-payment until these requirements are met.
6. Uniforms: All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working.
7. Tree Removals:
 - a. The Contractor shall obtain confirmation from the Authority designee prior to the removal of any trees. The Contractor shall notify Underground Service Alert (USA) and prepare internal work order. Crew removes tree and hauls debris. Crew grinds stumps to a depth of at least eighteen (**18"**) inches deep. **All holes will be backfilled and levelled**; as well as all debris cleaned up and hauled away. Removals shall be conducted in a good workmanlike manner in accordance with the standards of the arboricultural profession.
 - b. All wood from removed trees is the property of the Authority and shall be disposed of at the direction of the designated Authority representative. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must be enclosed, the front, sides and rear, solid and the top shall be tarped, or otherwise tightly closed. The transporting of tree parts must be made so that no debris escapes during transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.
 - c. The Contractor is responsible for marking trees so that they are easily identifiable by USA. The Contractor shall be required to notify USA at least forty-eight (48) hours before stumps are to be ground out. All tree stumps must be removed to at least eighteen **inches (18") below the** lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall

grind the stump to a minimum distance of one and a half feet (1' ½") either side of the outer circumference of the stump, or until surface roots are no longer encountered.

- d. Stumps should be cut low enough to the ground where grinding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The holes shall be backfilled with top soil flush to the adjacent ground. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.
8. **Contractor's Damages:** All damages incurred to the surrounding area including but not limited to hardscape, landscape, irrigation, private plantings, trees and fences, curb, sidewalk, etc. by the **Contractor's** operation shall be repaired or replaced by the Contractor or by other forces, all at the discretion of the Contract Administrator and all at the **Contractor's expense**. The Contractor shall immediately notify the Authority if any of these damages occur.
- a. All damages to landscape, irrigation, turf and/or hardscape shall be repaired or replaced within five (5) working days.
9. Special Conditions:
- a. The contractor shall supply all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise, detailed within these specifications.
 - b. Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees shall not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties or reporting to work on Authority property under the influence of any of the above.
 - c. Medical Marijuana: The use and/or possession of medical marijuana is strictly prohibited on Authority property and will result in termination of the contract. Federal law supersedes state laws that legalize medical marijuana related conduct.

- d. The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees shall not smoke on any Authority property. Smoking materials (i.e. cigarette butts, matches, etc.) shall not be disposed of in gutters, walkways, streets, driveways, common areas or any other areas on Authority property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens, or similar devices.
- e. HUD MAINTENANCE WAGE RATE DETERMINATION: The Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) have determined that this job requires the payment of not less than the prevailing wages as determined by HUD shall be paid to all maintenance laborers and mechanics employed throughout this contract period. The HUD determined wage rate for this contract shall be \$20.85 (basic wage with \$9.42 fringe benefits). 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. As this project is a HUD (Federal) funded project, any state or local determined wage rate that exceeds the corresponding Federal determined wage rate, the state or local determined rate is inapplicable to the contract and shall not be enforced. Attention is called to the Notice of Requirement for Affirmative Action to insure Equal Employment Opportunity (Executive Order #11246) and payment of not less than prevailing salaries and wages, as set forth in the specifications, pursuant to Section 16(2) of the United States Housing Act, as amended.

SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items listed below must be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the reference completed form or information has been included within the hardcopy proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference.

<i>X=ITEM INCLUDED</i>	<i>SUBMITTAL ITEMS</i> <i>(Submit TWO (2) sets of your proposal, including one with original signatures.) Submit this page in Tab 1.</i>
_____	Tab 1 Submittal Instructions and Proposal Cost Form
_____	Tab 2 Profile of Firm Form and Non-Collusive Affidavit
_____	Tab 3 Required Licenses/Registrations and Certifications <i>(including HUD 5369-c: Representations, Certifications and Other Statements of Offerors, Non-Construction Contracts)</i>
_____	Tab 4 References (minimum 3)
_____	Tab 5 Section 3 Certification for Business Concerns seeking Section 3 Business Preference
_____	Tab 6 Other Information (optional)

BUSINESS NAME: _____

BY: _____
(Signature of Official Company Representative)

DATE: _____

Print Name: _____

Title: _____

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

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

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

2. Submission of Offers

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

PROPOSAL COST FORM

IFB #2020-024: TREE TRIMMING AND REMOVAL SERVICES

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by the Housing Authority of the County of Merced (Authority), hereby proposes to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, and services necessary to satisfactorily complete all work required as stated within the proposal documents (IFB #2020-024: Tree Trimming and Removal Services) to provide tree maintenance throughout Merced County.

You may submit proposal costs for one area (Area 1 or Area 2) or both areas (Area 1 and Area 2). Please attach cost proposals to include the work as detailed within Attachment #1 Scope of Work, separated by Area 1 (Merced/Atwater/Winton/Livingston) and/or Area 2 (Los Banos/Dos Palos).

ADDENDUM ACKNOWLEDGEMENT:

By my signature below, I hereby acknowledge that I have received the following addenda/addendum:

Number _____ Date _____ Number _____ Date _____

Number _____ Date _____ Number _____ Date _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Company: _____

_____ Date: _____, 20____

Print Name of Bidder

Signature of Bidder Title

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

PROFILE OF FIRM FORM

1. Prime _____ Sub-contractor _____
2. Name of Firm: _____ Telephone: _____
 Fax: _____ Cell: _____
 Email: _____ Secondary Email: _____
3. Street Address, City, State, Zip: _____
4. Mailing Address, City, State, Zip (if different) _____
5. Please attached a brief biography/resume of the company, including the following information:
 (a) Year Firm Established; (b) Former Business Name and Year Established (if applicable).

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter, where provided, the correct percentage (%) of ownership of each:

- Caucasian (Male) _____%
 Caucasian (Female) _____%
 Public-Held Corporation _____%
 Government Agency _____%
 Non-Profit Organization _____%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise ~ Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-Owned _____%
 African American _____%
 Native American _____%
 Hispanic _____%
 Asian/Pacific Islander _____%
 Woman-Owned (MBE) _____%

- Disabled Veteran _____%
 Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

9. Federal Tax ID No.: _____

10. City/County Business Licenses:

- a. City of Merced License # _____
- b. City of Atwater License # _____
- c. City of Livingston License # _____
- d. City of Los Banos License # _____
- e. City of Dos Palos License # _____
- f. County of Merced License # _____

11. State of California Contractor's License/Registration Type(s) and #.: _____

12. Worker's Compensation Insurance Carrier: _____
Policy No.: _____ Expiration Date: _____

13. General Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

14. Automobile Liability Insurance Carrier: _____
Policy No. _____ Expiration Date: _____

15. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California or any local government agency within or without the State of California?
Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?
Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

FORM OF NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:
(name of signer)

That he/she, is the _____ (a/an owner, partner, officer of the firm, ect.) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF BIDDER:
if bidder is an individual
SIGNATURE OF PARTNER:
if bidder is a partnership;
SIGNATURE OF OFFICER:
if bidder is a corporation;

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____ }
County of _____ } §

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____, by

(1) _____,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,) (and

(2) _____,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me) _____

Signature _____
(Signature of Notary Public)

(Seal)

My commission expires _____, 20_____.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full time employees | <input type="checkbox"/> List of all employees claiming Section 3 status |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement | <input type="checkbox"/> List of owned equipment |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

Corporate Seal

AUTHORIZING NAME AND SIGNATURE:

Title

Date

Signature

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Bid To Qualified Project Area Businesses.

Goal Of These Contracts For Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

Insurance Requirements for Contractors (with construction, lead paint, or asbestos risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Housing Authority of the County of Merced (Authority) property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Builder's Risk insurance coverage for all risks of loss (*in compliance with HUD guidelines*).

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The HACM shall be named as Additional Insured on the policy.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Builder's Risk: Completed value of the project.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the **Authority**. At the option of the **Authority**, either: the insurer shall reduce or

eliminate such deductibles or self-insured retentions as respects the **Authority**, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the **Authority** guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The **Authority**, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the **Authority**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **Authority**, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **Authority**.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

Builder's Risk policies shall contain the following provisions:

1. The HACM shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the **Authority**, its officers, officials, employees and volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the HACM with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the **Authority** in sufficient time before work commences to permit Contractor to remedy any deficiencies. The

HACM reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the **Authority**. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the **Authority** to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous material remediation, that sub-contractor will name the **Authority**, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

NOTE: The General Contractor's Commercial General Liability insurance should not include CG 2294 or CG 2295 as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

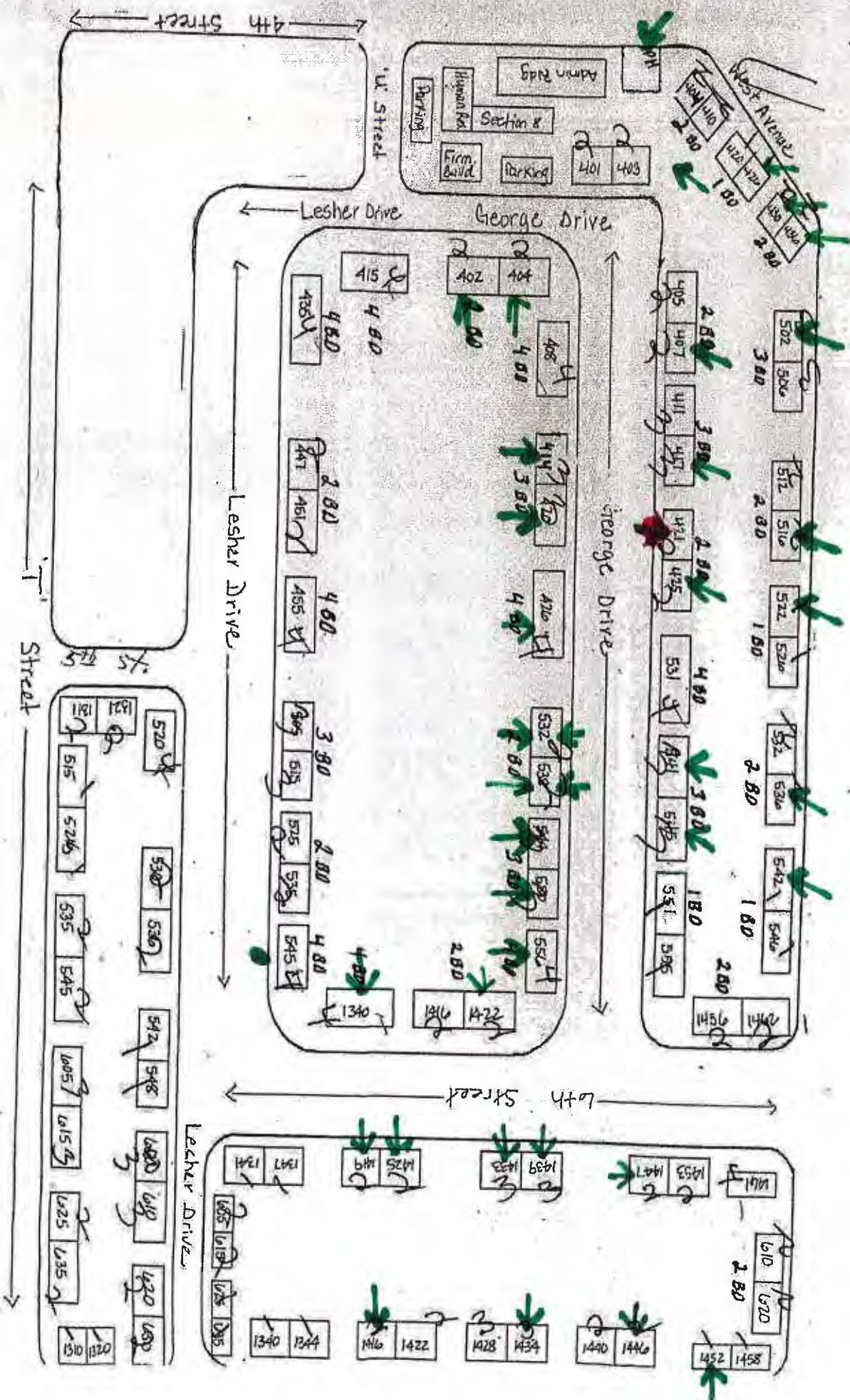
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

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



A black and white photograph of a house with a large tree in the foreground. The text "502 V St. trim" is overlaid on the image. The house is on the right side, and the tree is on the left. The ground is covered in grass and leaves. The sky is visible in the background.

502 V St.
trim



516 V St.
trim

A black and white photograph showing a residential property. In the foreground, there is a large yucca plant on the left and a dense, leafy shrub on the right. The background features a building with a dark roof and a fence. The ground is covered with grass and weeds.

522 V St.
trim



536 V St.
trim



542 V St.
trim

A black and white photograph of a building with a ramp and a sign. The building has a gabled roof and a small window. A ramp with a metal railing leads to a set of stairs. A sign on the wall reads "400 West Ave." and "trim".

400 West Ave.
trim

400
AUTHORITY
OF MERCED
AVENUE 6



**426 West Ave
trim**



430 West Ave
trim



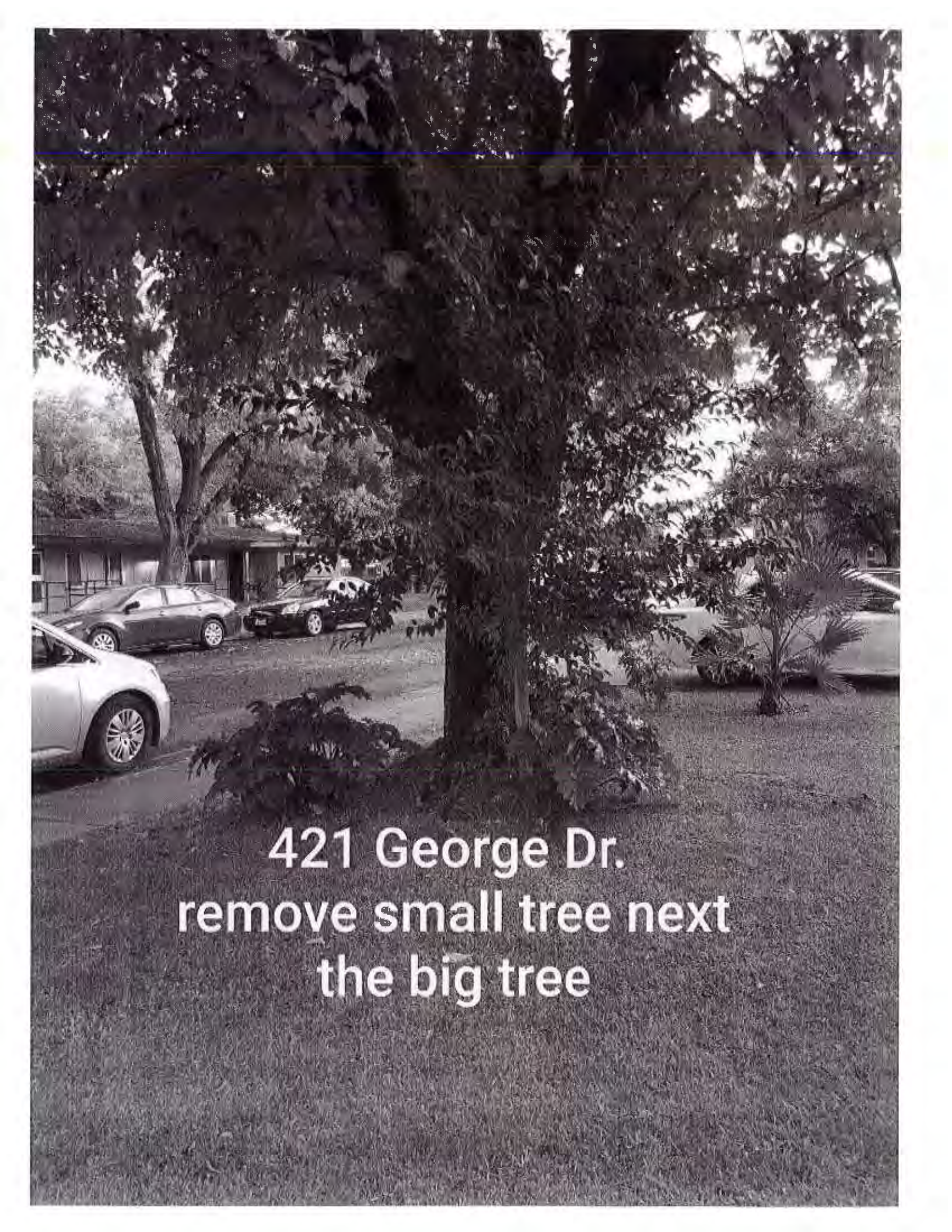
436 West Ave.
trim



**532 George Dr
trim front yard tree**



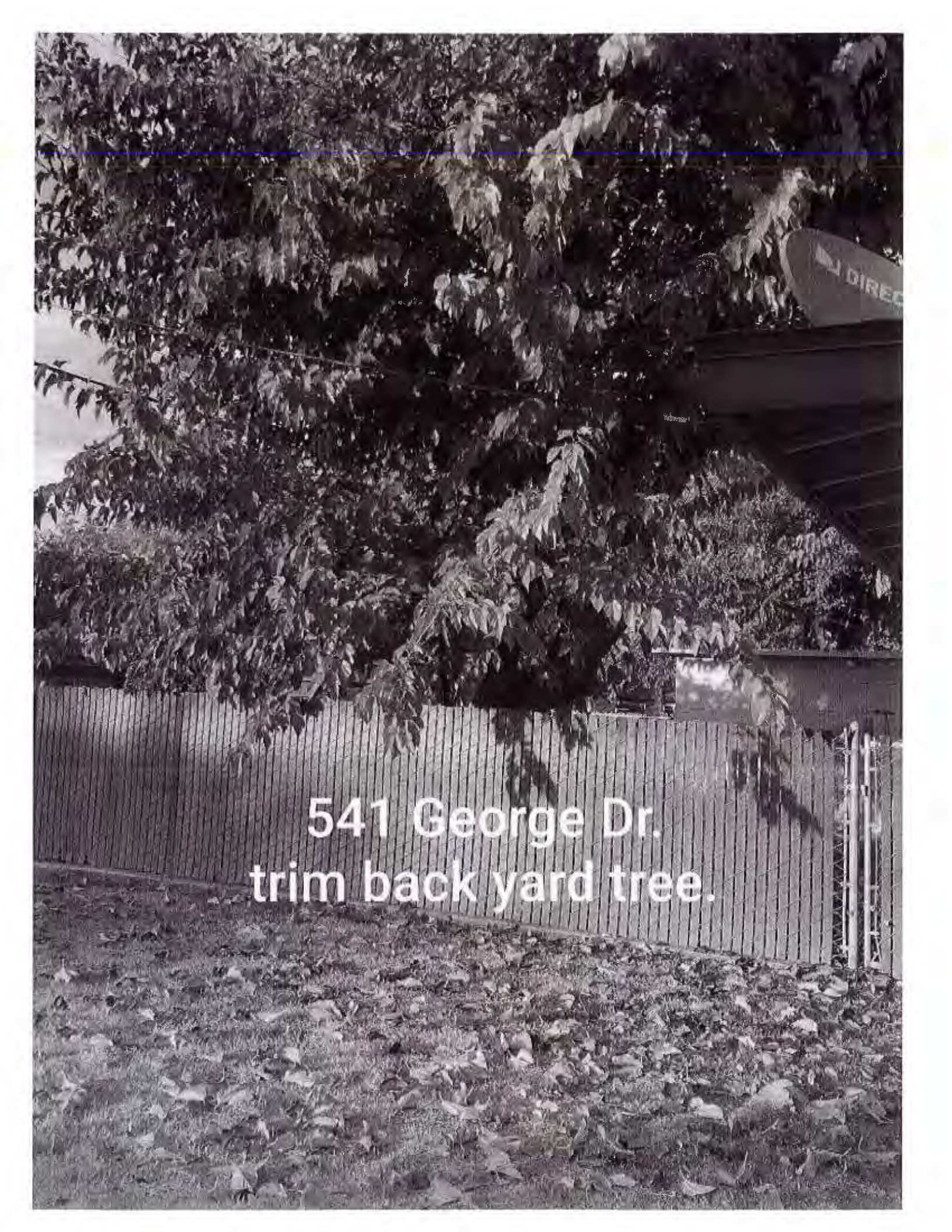
532 George Dr
trim back yard tree



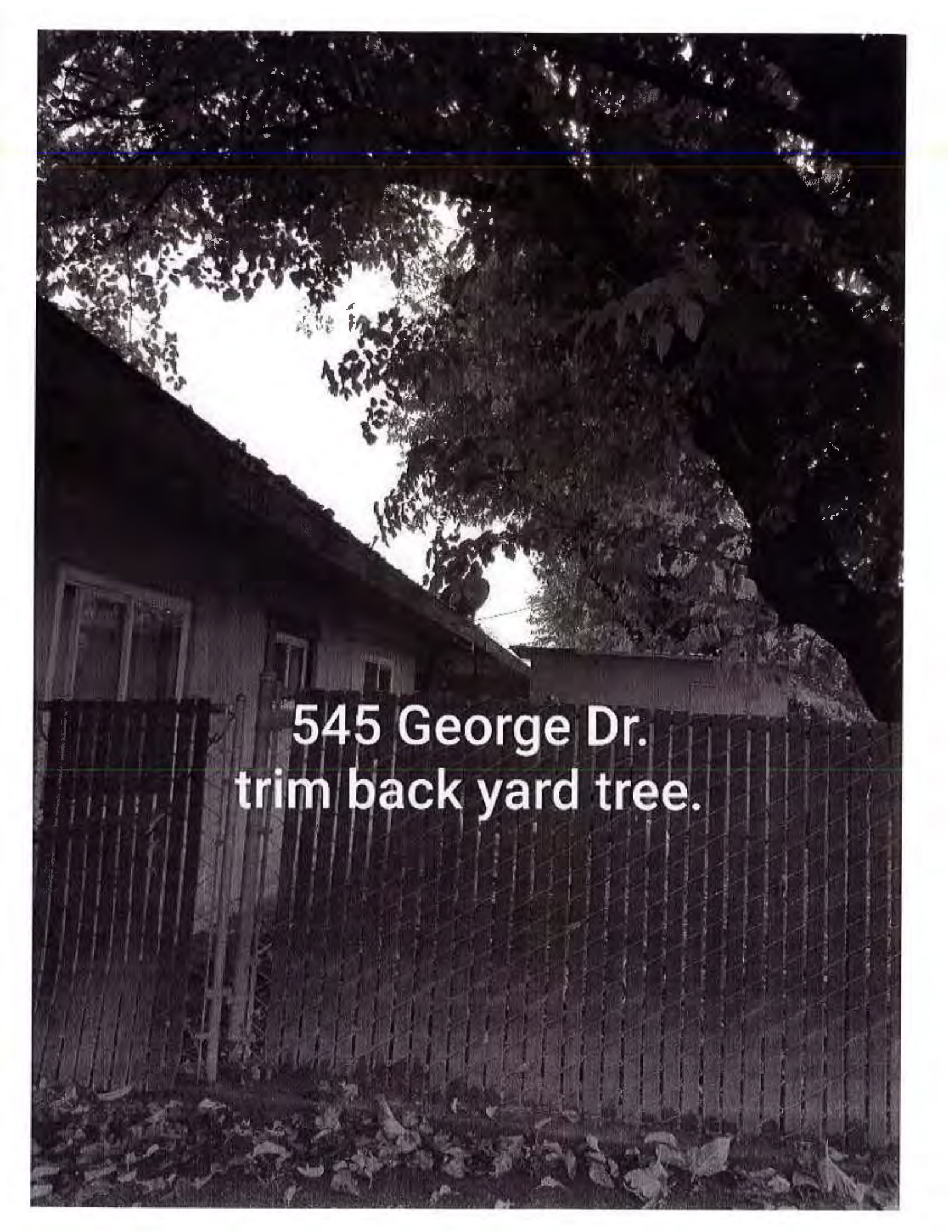
**421 George Dr.
remove small tree next
the big tree**



**425 George Dr.
trim back yard tree**



541 George Dr.
trim back yard tree.



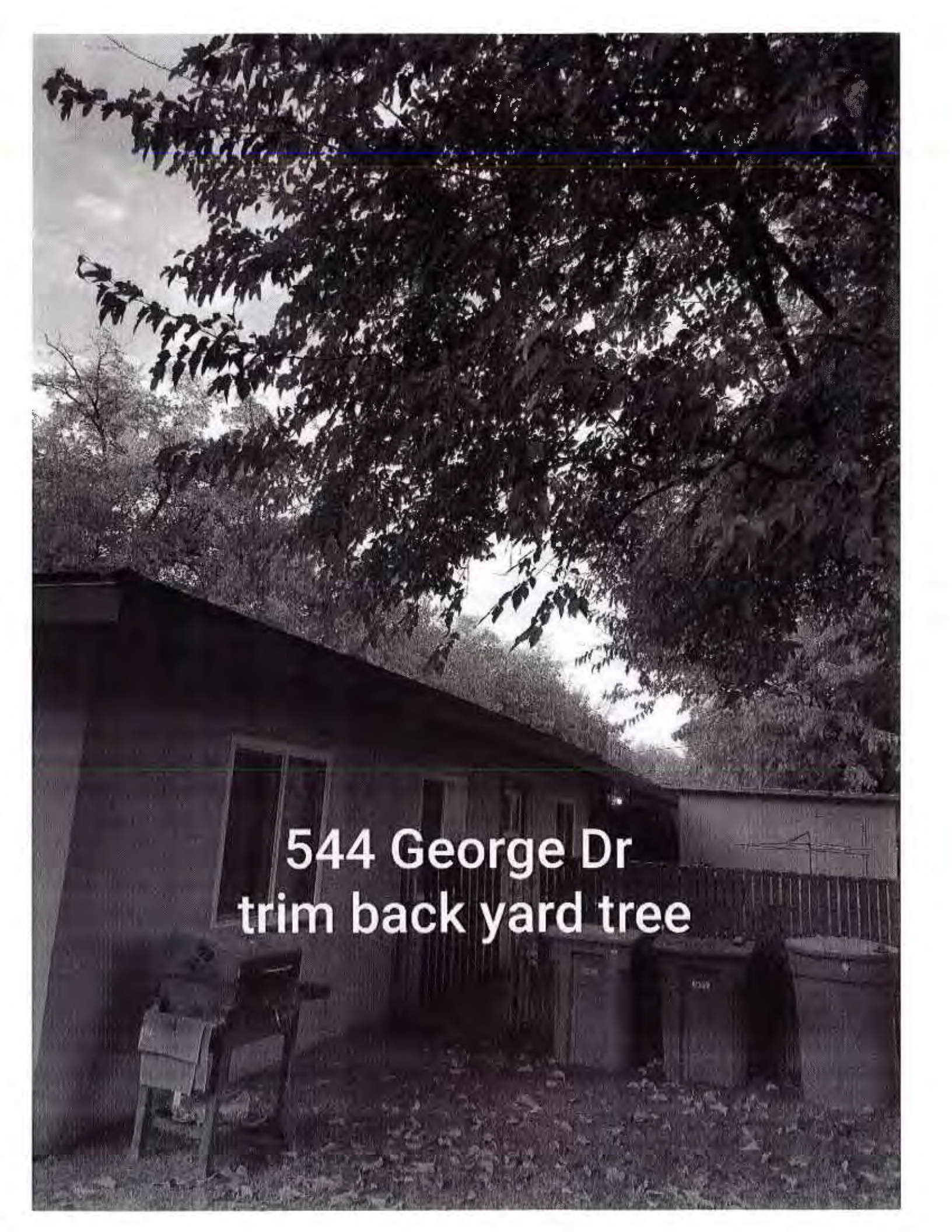
545 George Dr.
trim back yard tree.



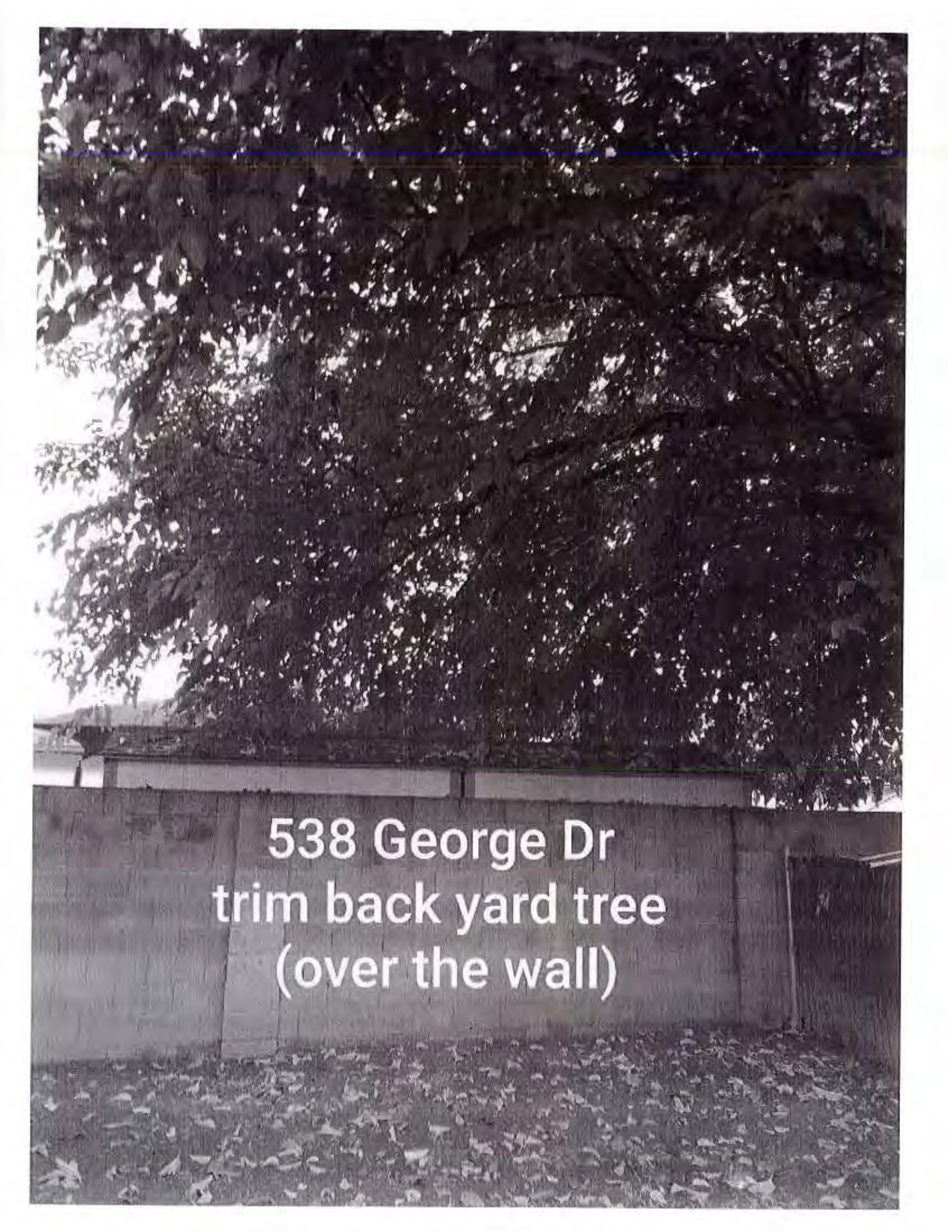
**556 George Dr
trim back yard tree**

A black and white photograph of a backyard. A large, leafy tree dominates the left side of the frame. A wooden fence runs across the middle ground. To the right, a portion of a house with a window is visible. The ground is covered in grass and fallen leaves. The text "550 George Dr trim back yard tree" is overlaid in white at the bottom center.

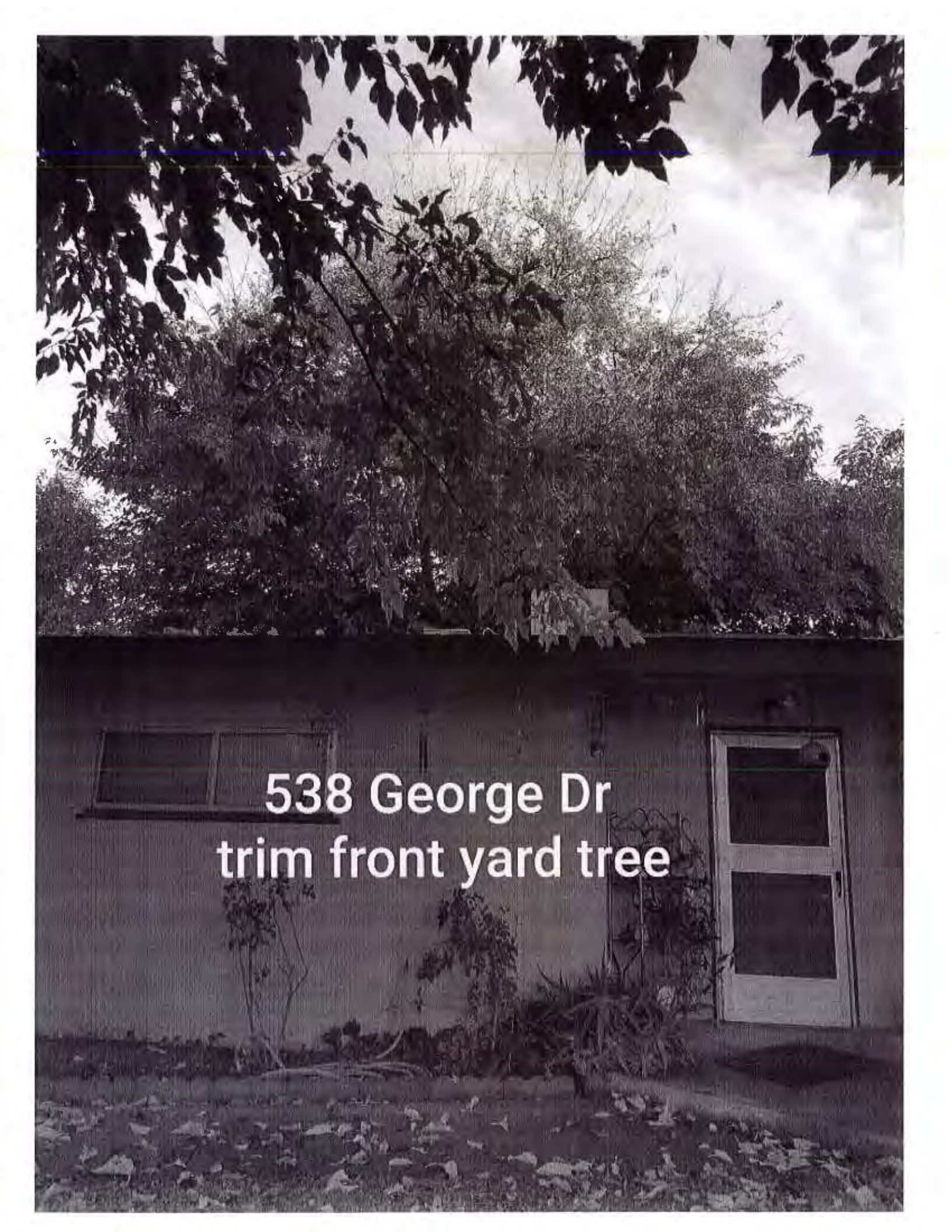
**550 George Dr
trim back yard tree**

A black and white photograph of a backyard. A large, leafy tree dominates the upper right portion of the frame, its branches extending over a shed. The shed is a simple, rectangular structure with a gabled roof and a window. In front of the shed, there is a wooden chair or stool. To the right, a wooden fence runs along the back of the yard, with three large trash bins or recycling bins positioned behind it. The ground is covered with grass and fallen leaves. The overall scene is somewhat overcast, with a grey sky visible through the tree's canopy.

**544 George Dr
trim back yard tree**



538 George Dr
trim back yard tree
(over the wall)



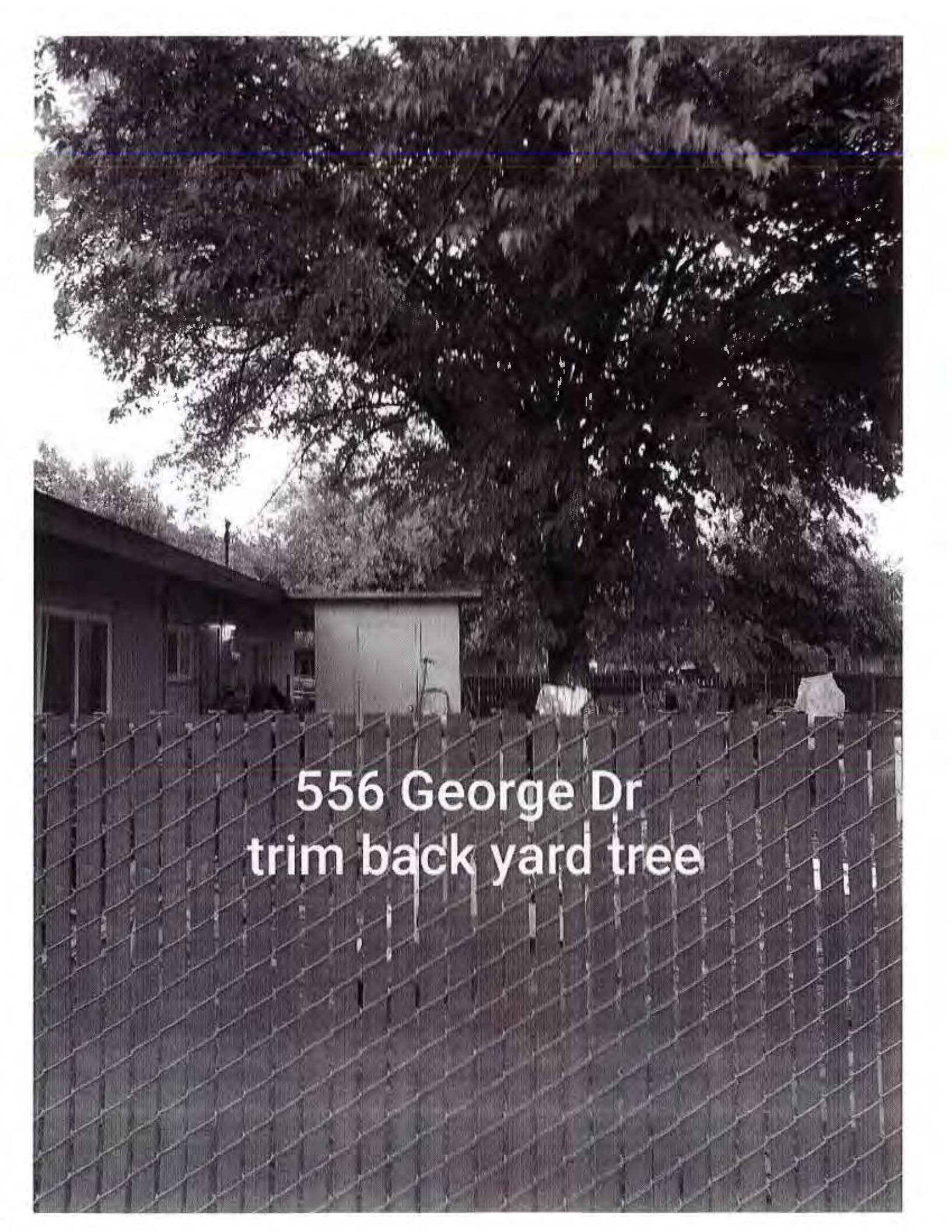
538 George Dr
trim front yard tree

A black and white photograph of a backyard. A large, leafy tree dominates the upper half of the frame. In the foreground, a wooden pallet lies on the ground. A chain-link fence runs across the middle ground, with a wooden fence behind it. The text "556 George Dr remove small tree feom from back unit." is overlaid in white on the image.

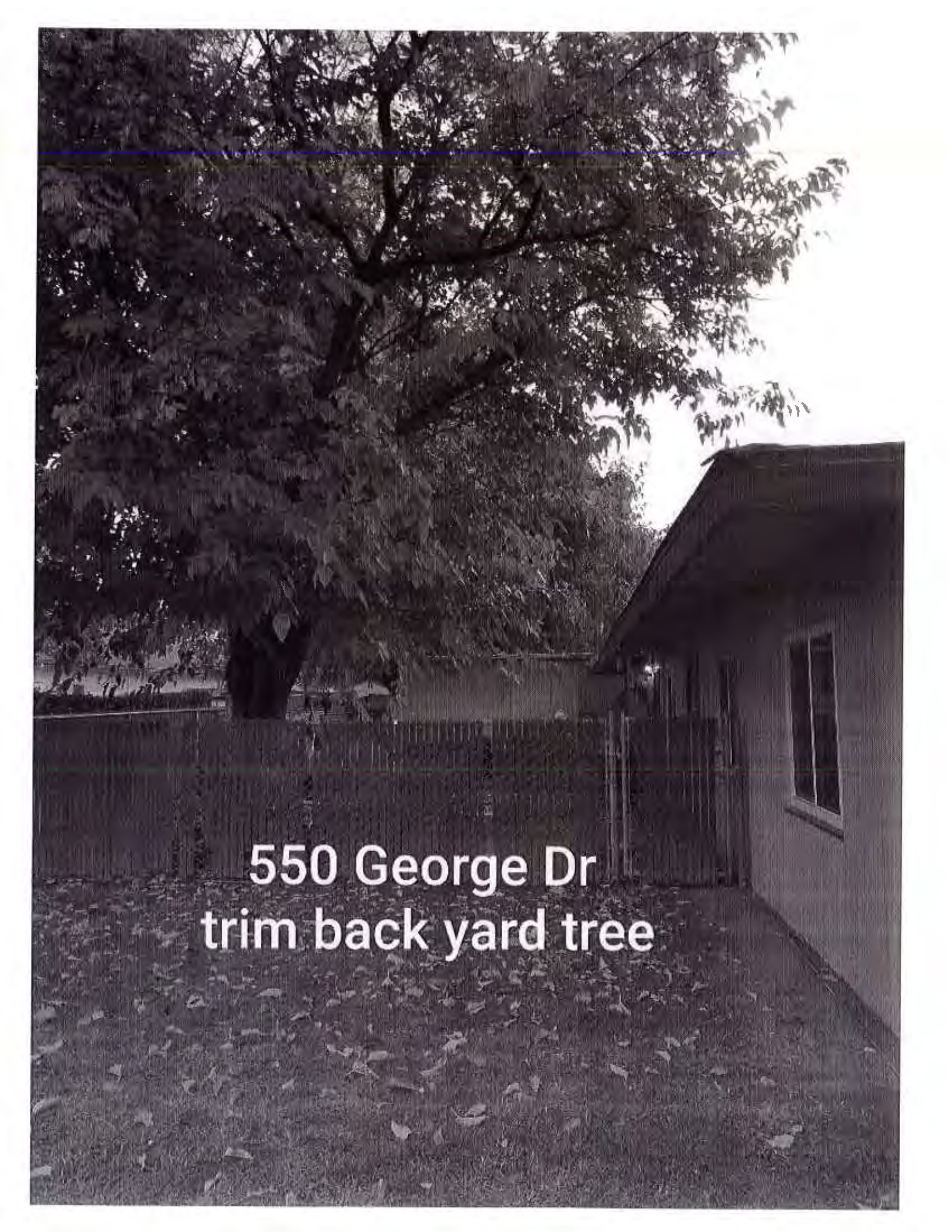
556 George Dr
remove small tree feom
from back unit.



545 George Dr
remove vine from the
tree



556 George Dr
trim back yard tree

A black and white photograph of a backyard. A large, leafy tree dominates the left side of the frame. A wooden fence runs across the middle ground. To the right, a portion of a building with a window is visible. The ground is covered with grass and fallen leaves. The text "550 George Dr trim back yard tree" is overlaid in white at the bottom center.

**550 George Dr
trim back yard tree**



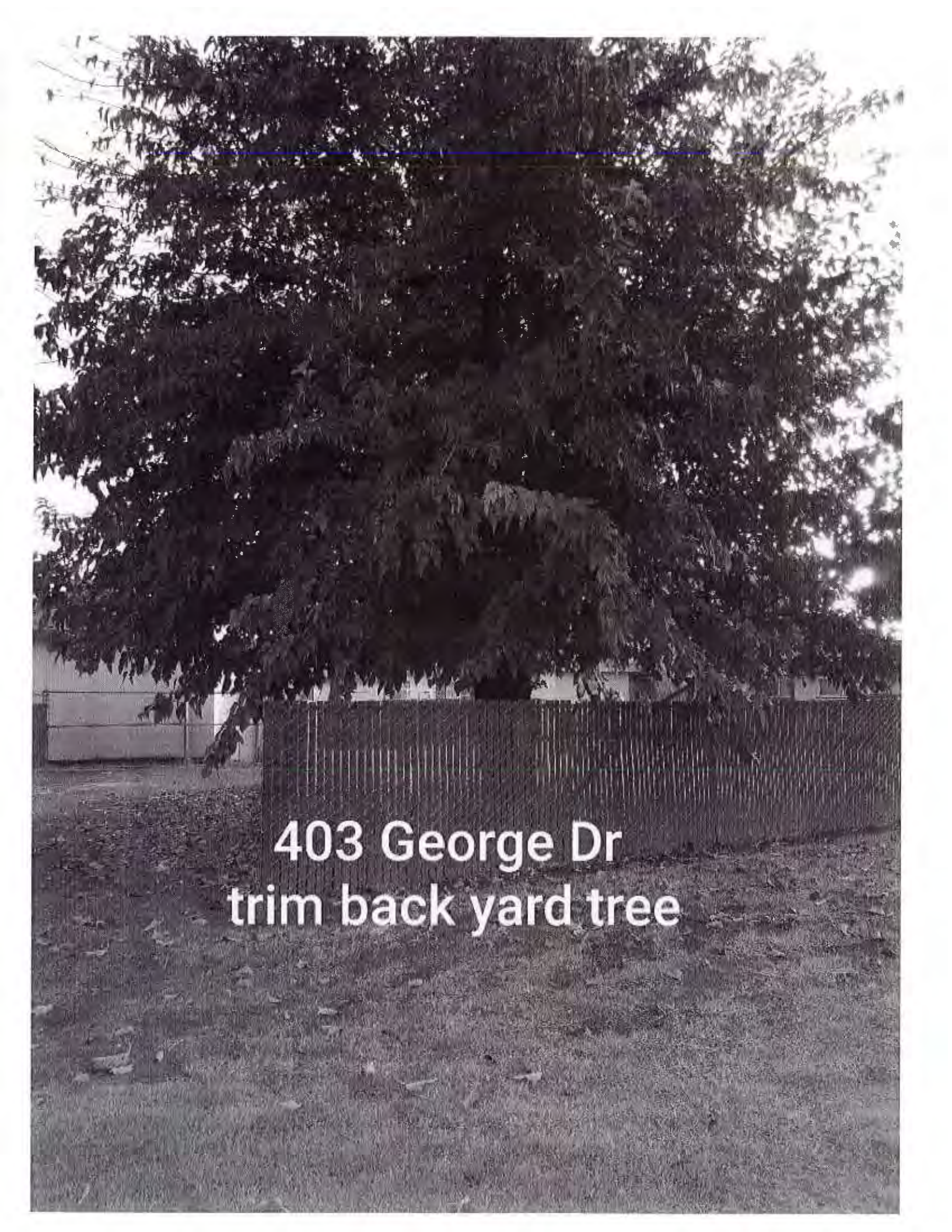
**414 George Dr
trim back yard tree**



404 George Dr
trim back yard tree



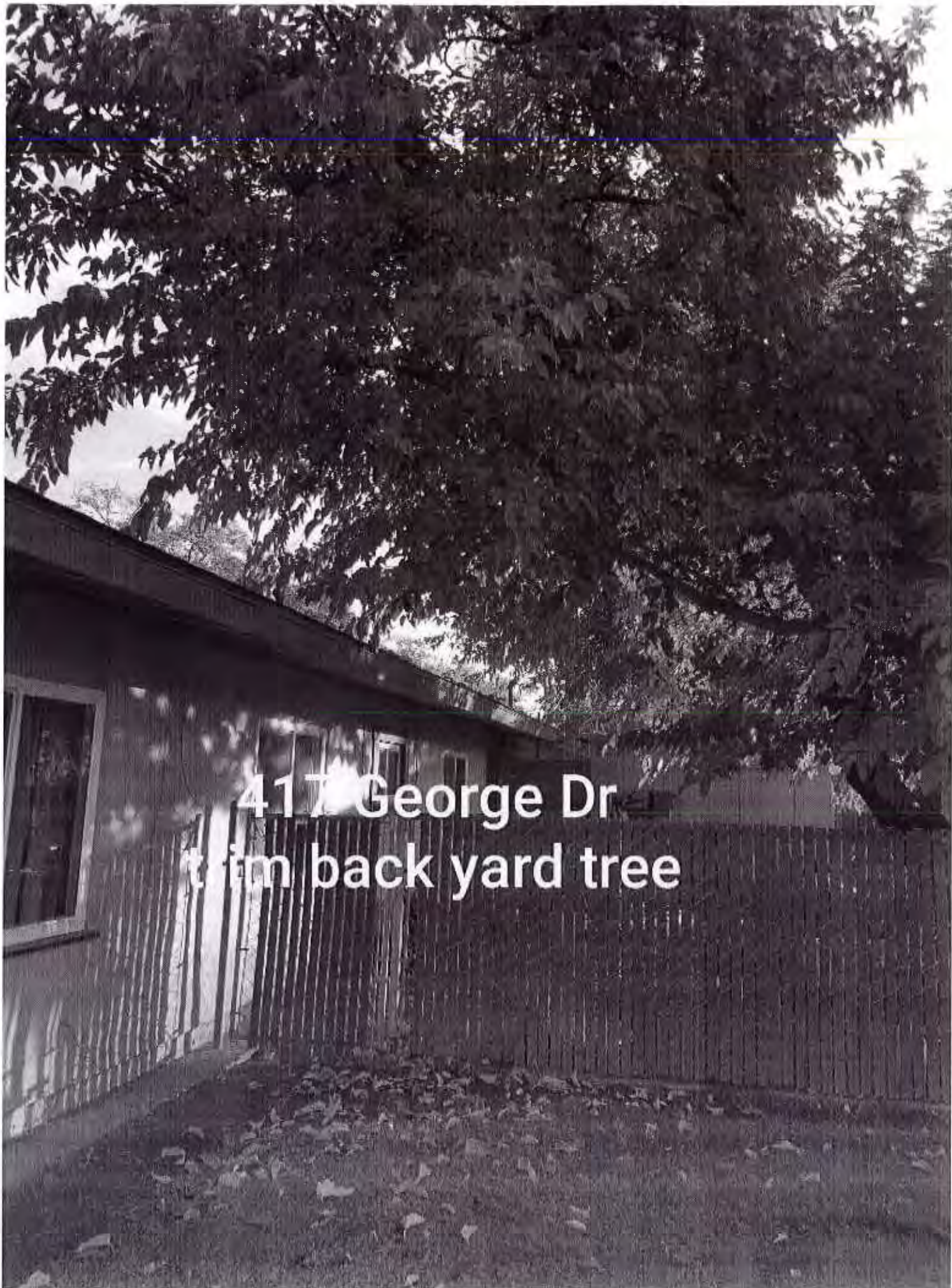
402 George Dr
trim back yard tree



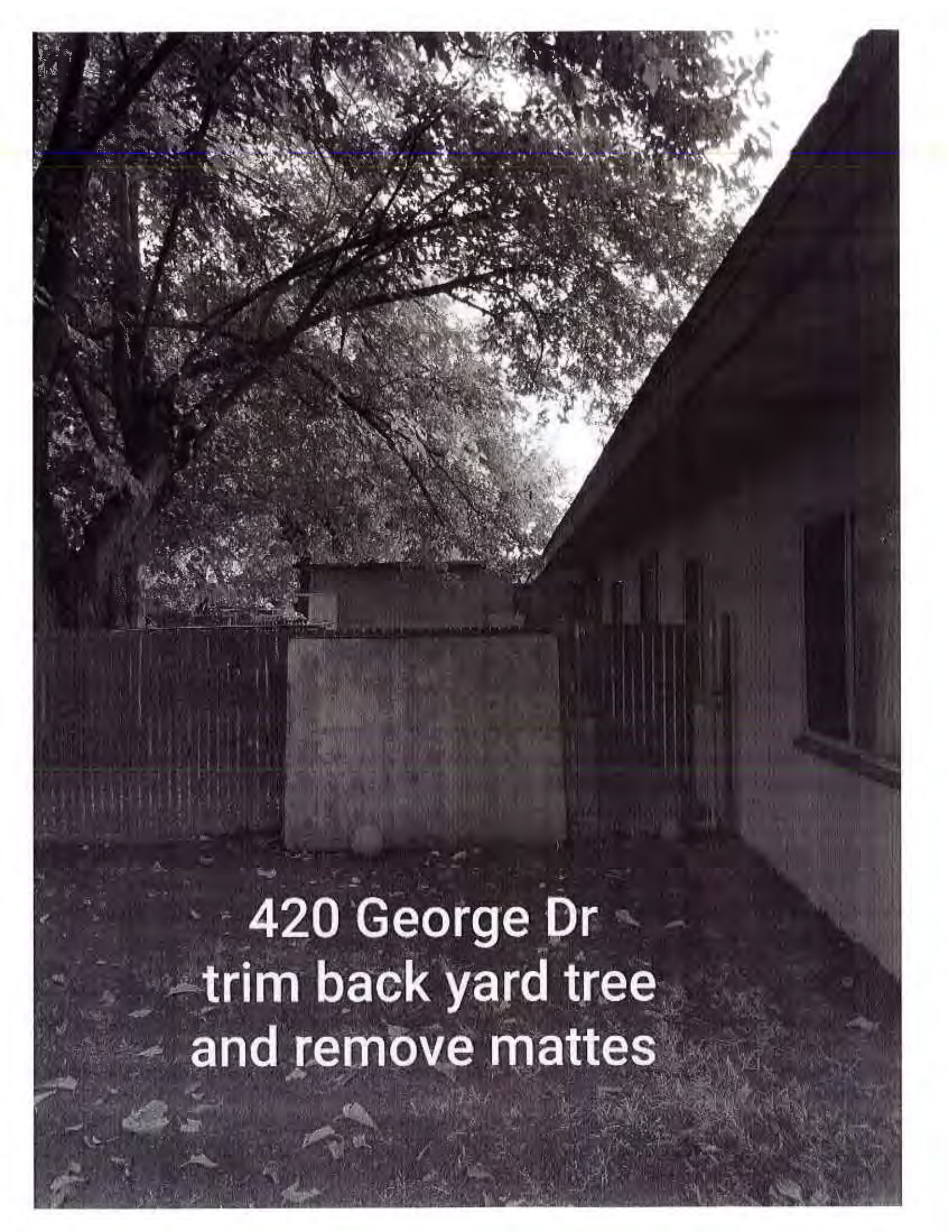
**403 George Dr
trim back yard tree**



407 George Dr
trim back yard tree



417 George Dr
trim back yard tree



**420 George Dr
trim back yard tree
and remove mattes**

A black and white photograph of a backyard. On the left, a wooden utility pole stands vertically. A wooden fence runs across the middle ground. Behind the fence, there are several wooden structures, including a shed and a larger building with a gabled roof. A large, leafy tree is positioned behind the fence, partially obscuring the buildings. The ground in the foreground is covered with grass and some fallen leaves. The overall scene is dimly lit, suggesting an overcast day or late afternoon.

**426 George Dr
trim back yard tree**



545 Leshier Dr
remove vine from tree



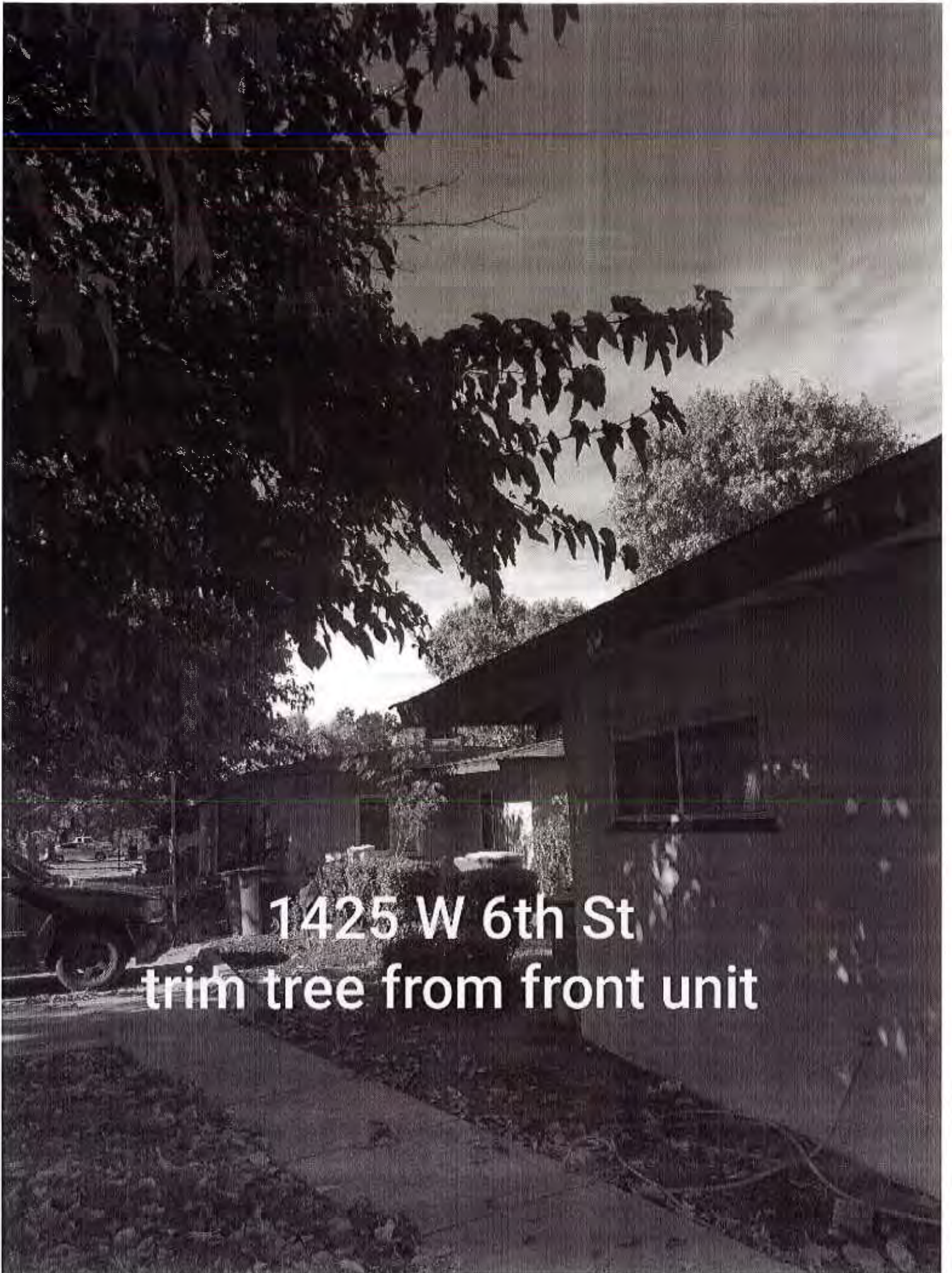
1447 W 6 th St
trim tree



**1439 W 6th St
trim tree from front unit**



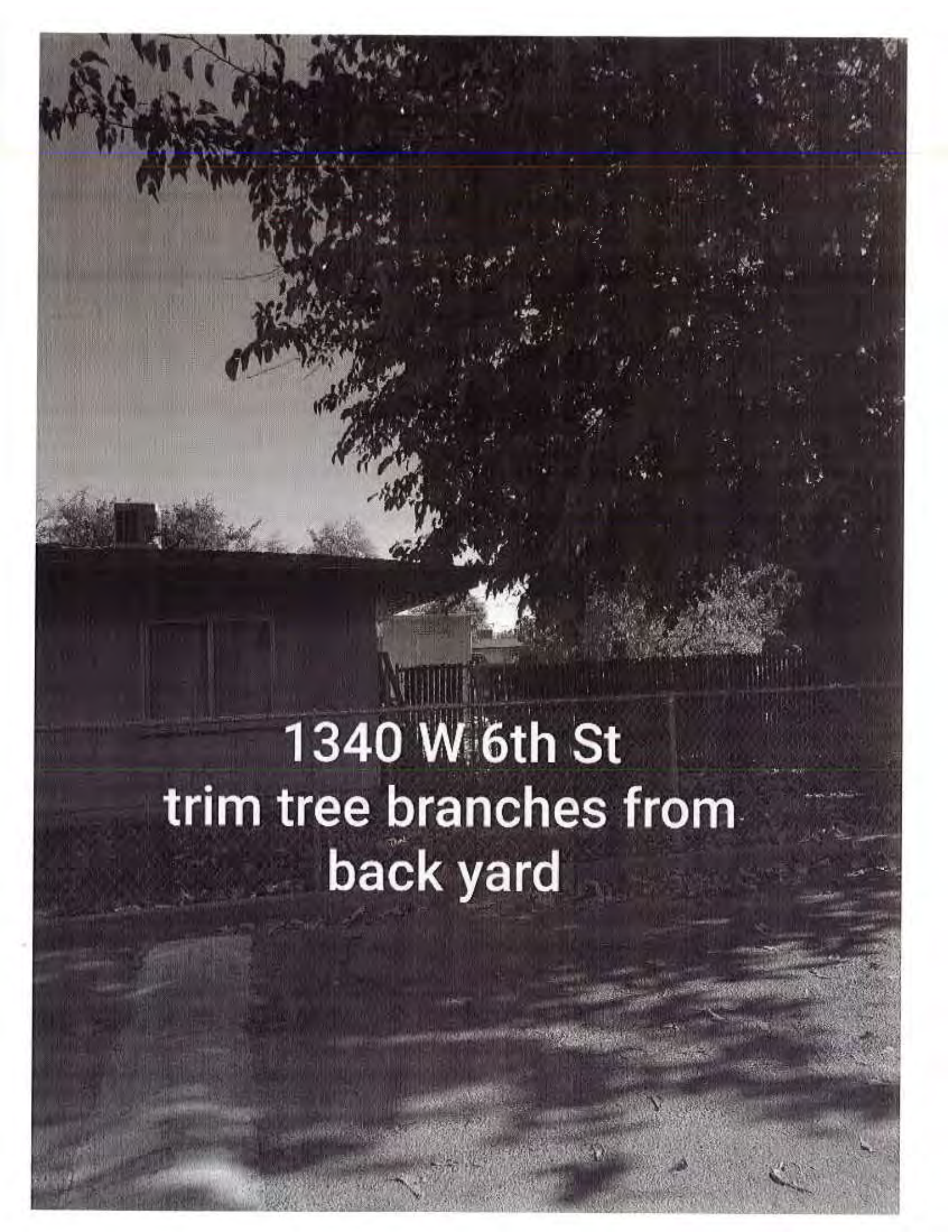
**1433 W 6th St
trim tree front unit**



**1425 W 6th St
trim tree from front unit**



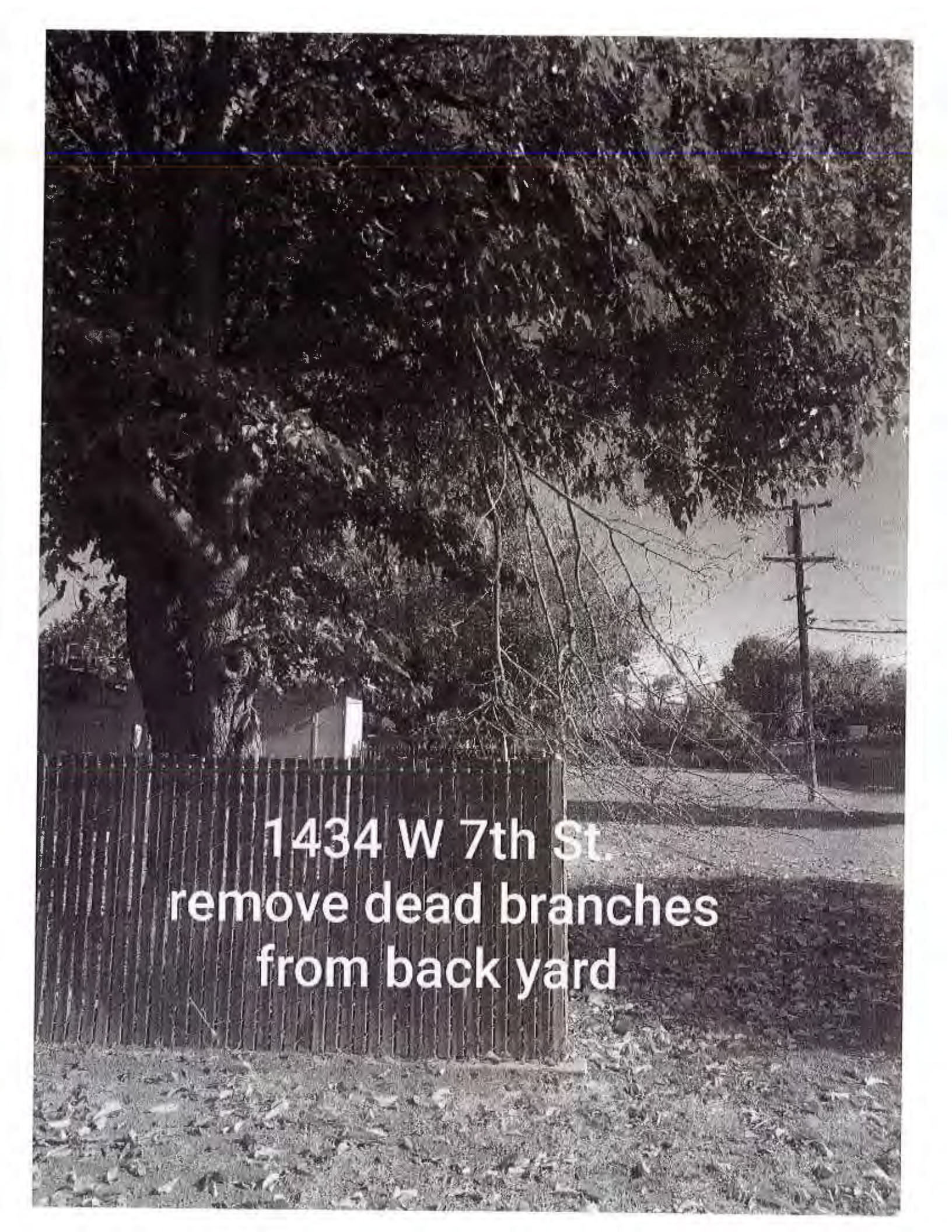
1419 W 6th St
trim tree from front



**1340 W 6th St
trim tree branches from
back yard**




1422 W 6th St
trim tree from back yard



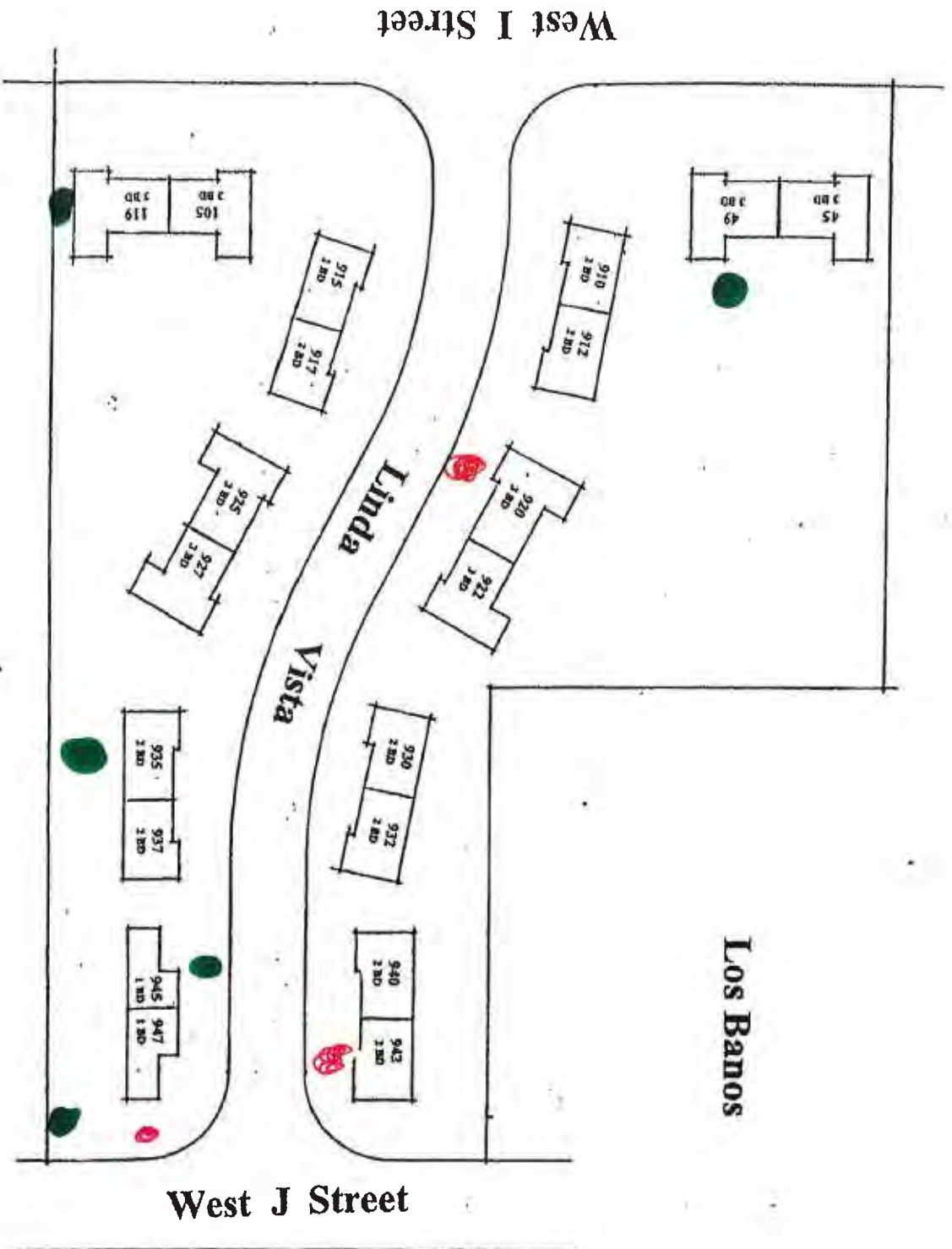
**1434 W 7th St.
remove dead branches
from back yard**

A black and white photograph of a cluttered back yard. A large, leafy tree dominates the upper right portion of the frame. In the center, there is a small, rectangular shed with vertical siding. To the right of the shed is a chain-link fence. The ground is covered with debris, including a folding chair, a table, and various other items. The overall scene appears to be a neglected or overgrown outdoor space.

1446 W 7th St
trim tree from back yard

A black and white photograph showing a residential property. In the foreground, a large, leafy tree stands in a garden bed. To the left is a lawn. In the background, a single-story house with a covered porch is visible. The sky is clear. The overall scene is a typical suburban yard.

**1452 W. 7th St.
trim tree branches**



West I Street

West J Street

Los Banos

Project 23-02, Linda Vista, Los Banos



920 Linda vista
remove small dead tree
from front yard



335 Linda Vista L.B.
trim tree from back yard

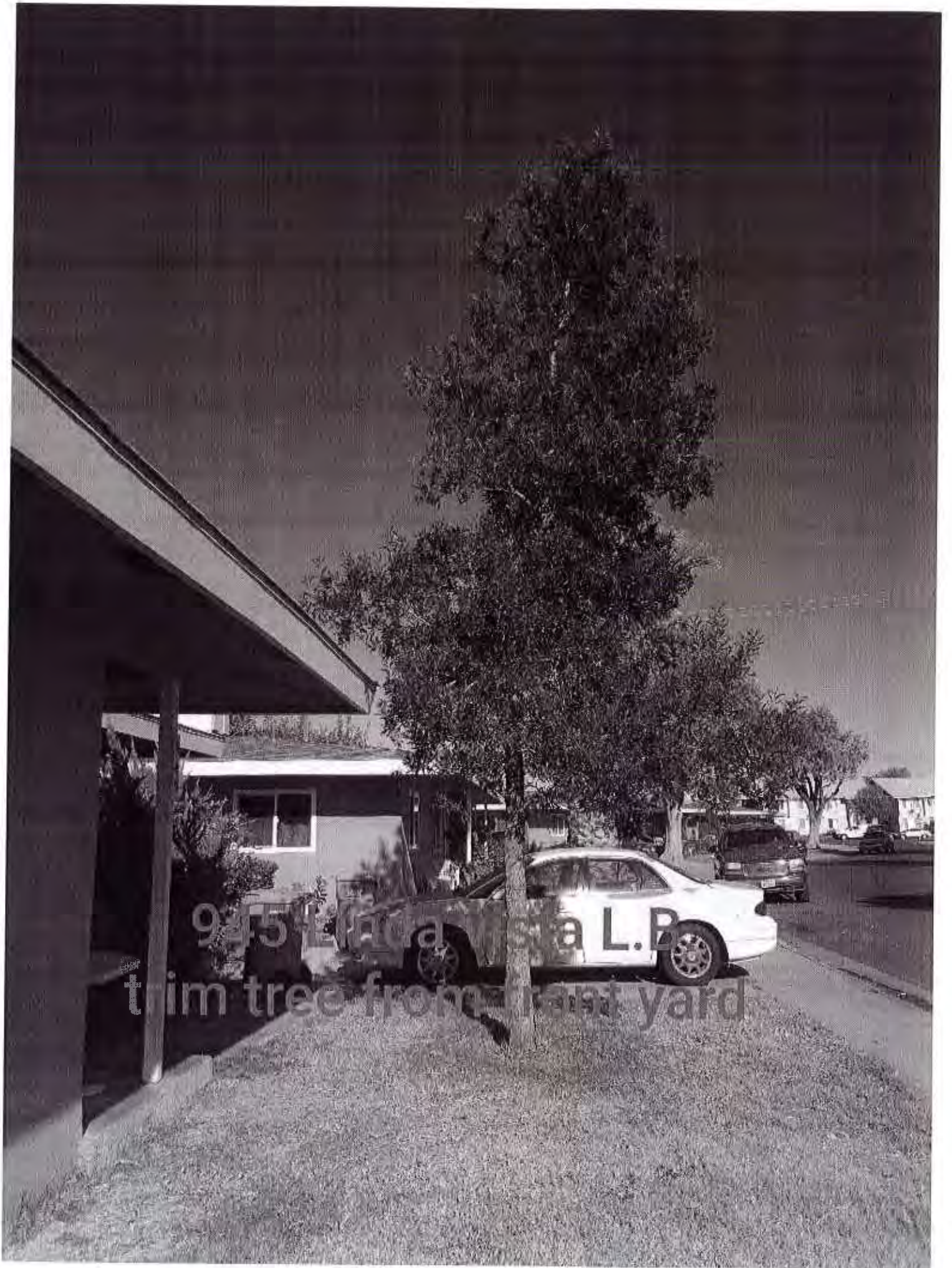


9417 Linda Vista L.B.

Large tree from front view

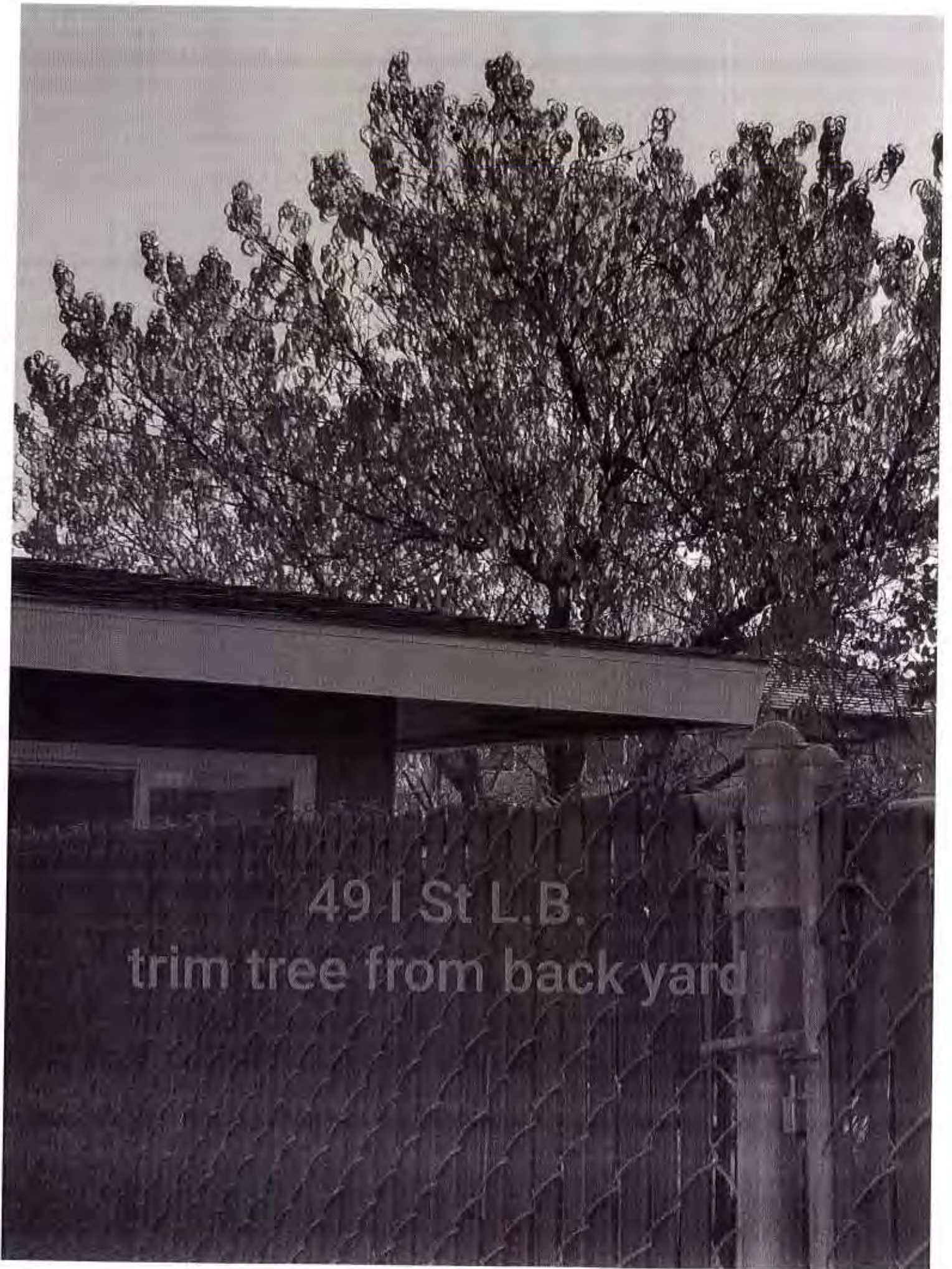


947 Linda Vista L.B.
remove small dead tree
from front yard



945 L.L.B.

trim tree from east yard

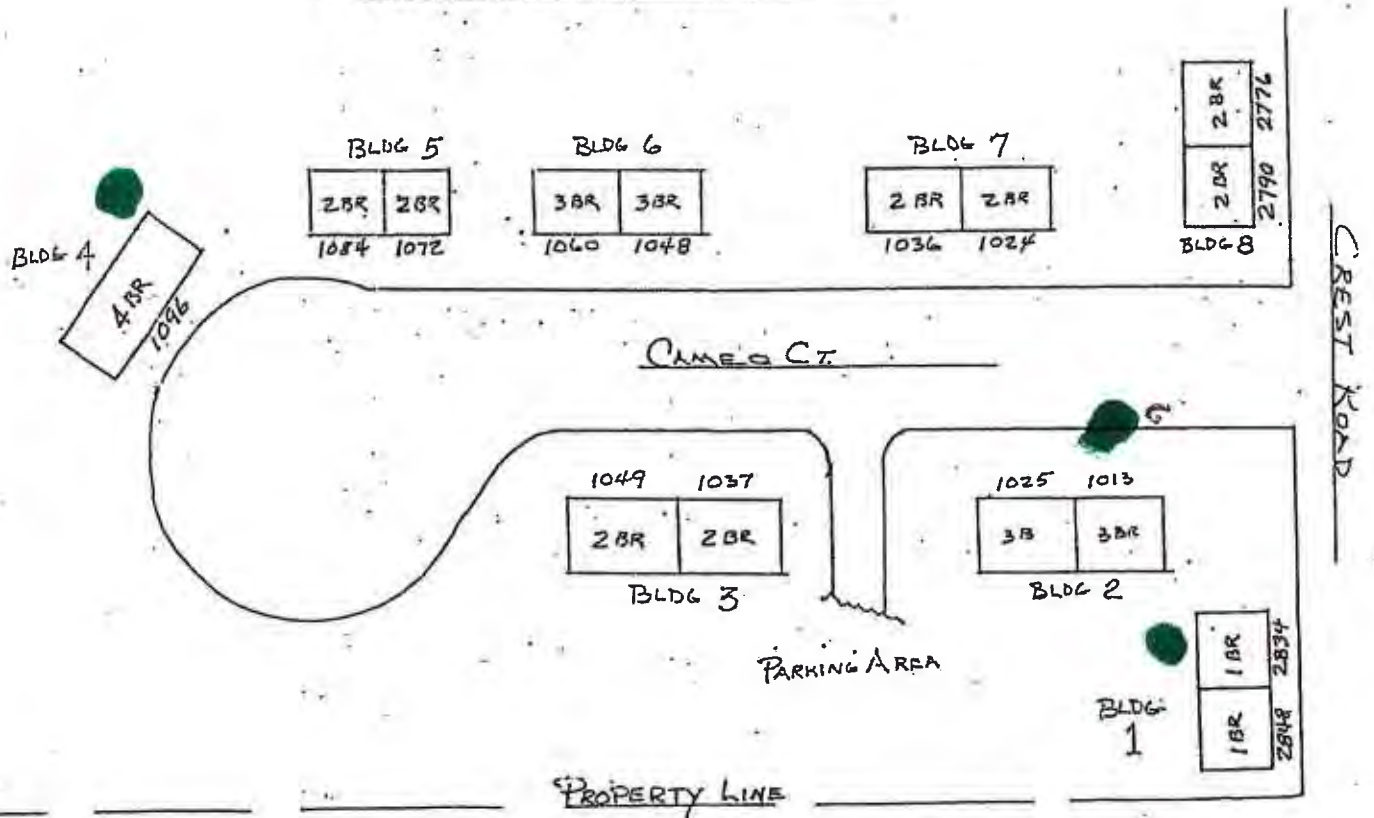


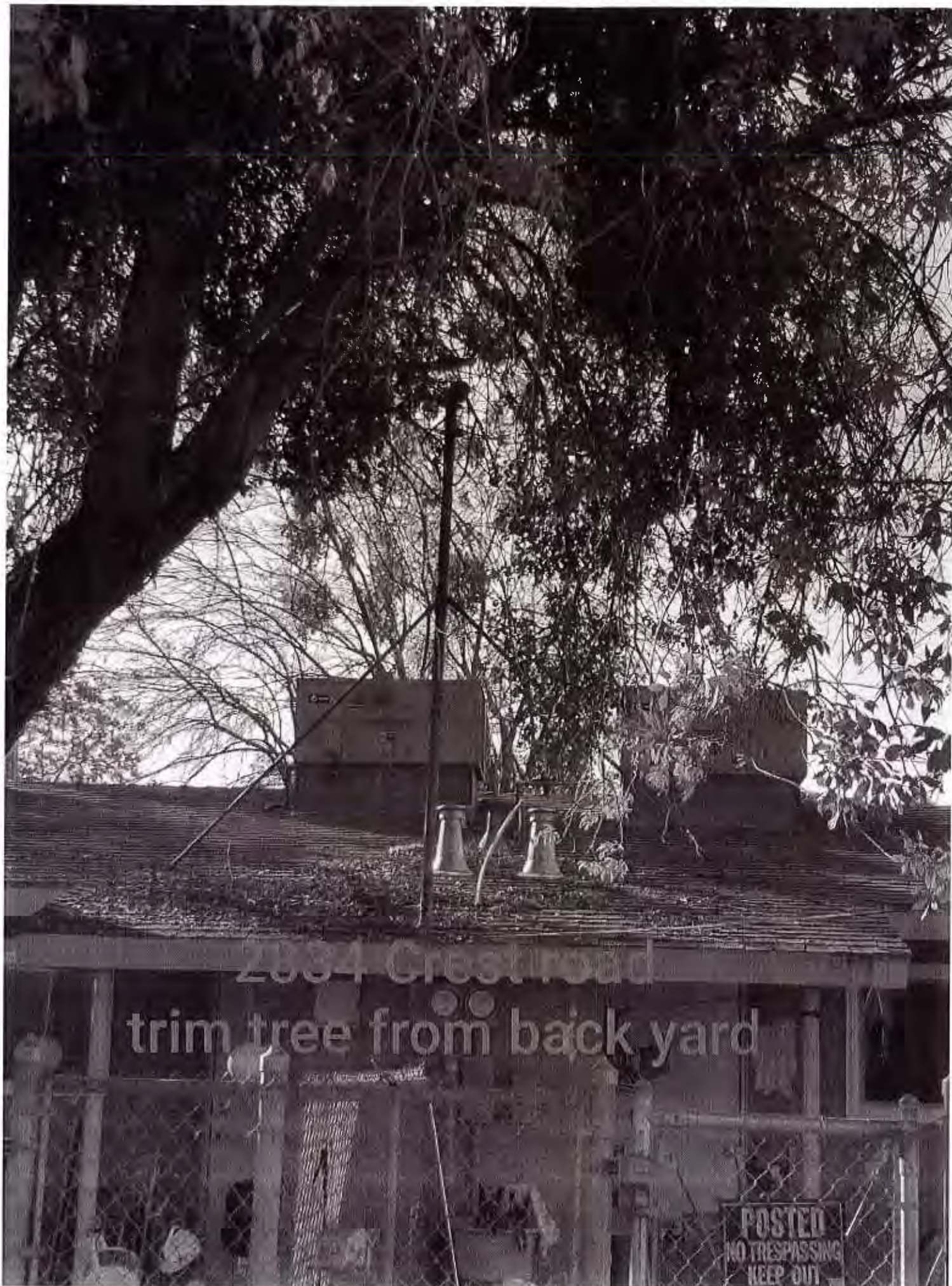
491 St L.B.
trim tree from back yard



119 | St L B.
trim tree from back yard

ATWATER 023 AD



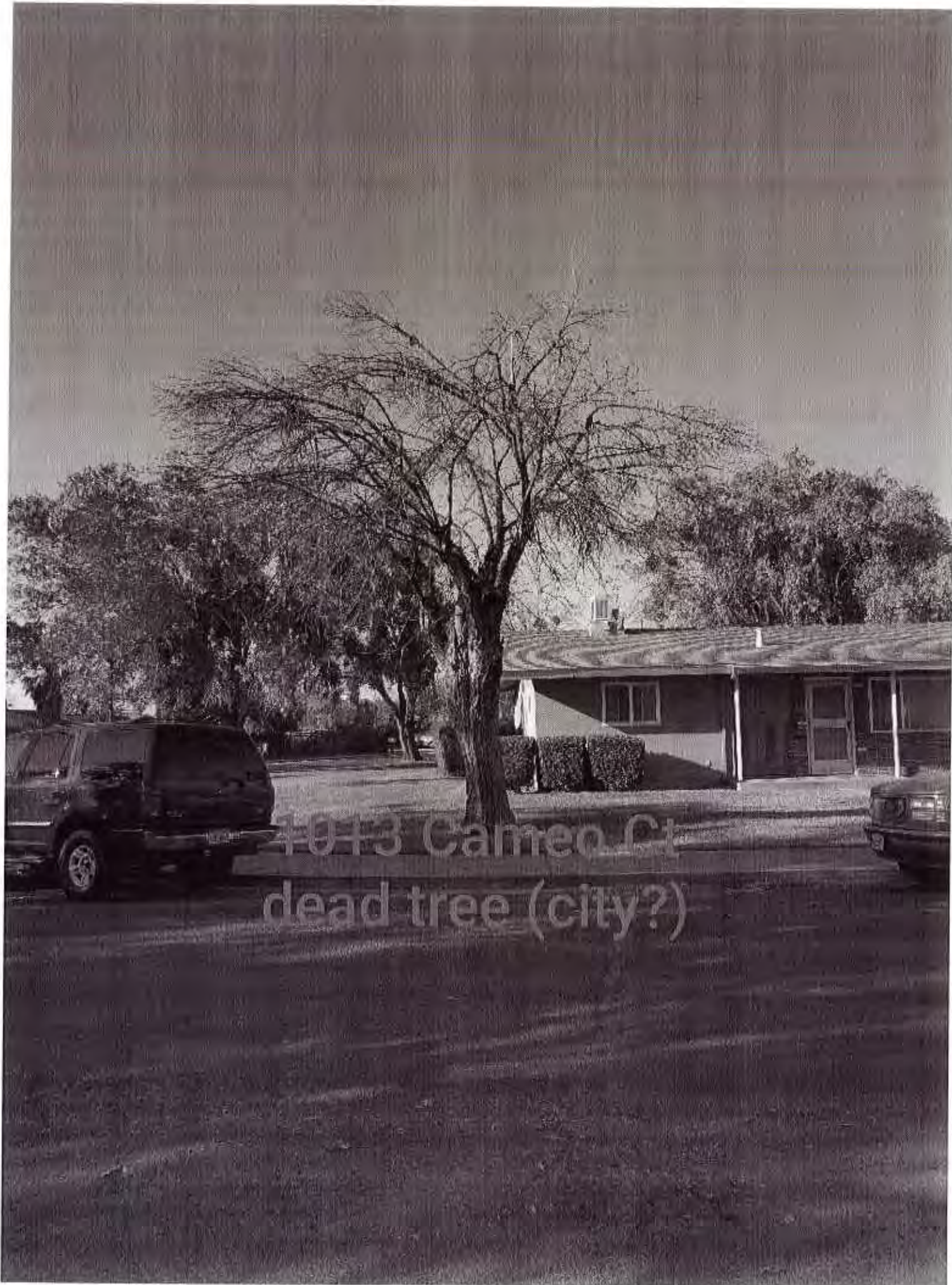


2804 Crestwood
trim tree from back yard

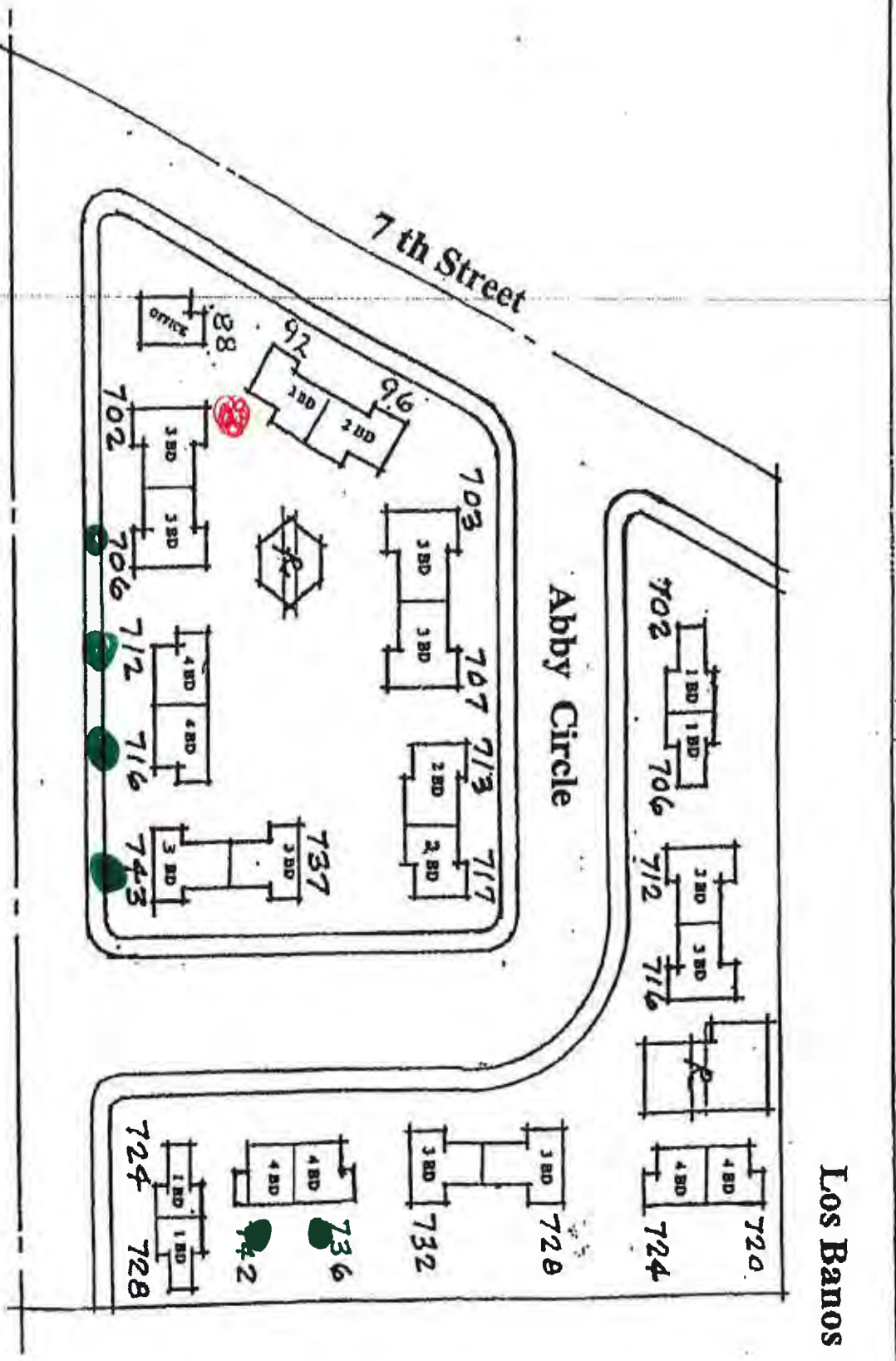
POSTED
NO TRESPASSING
KEEP OUT

Photo Camped on
trim back yard tree





4043 Cameo Ct
dead tree (city?)



Los Banos

B Street

Project 23-04, Abby Circle
(1 OF 2)



716 B St

free from front yard

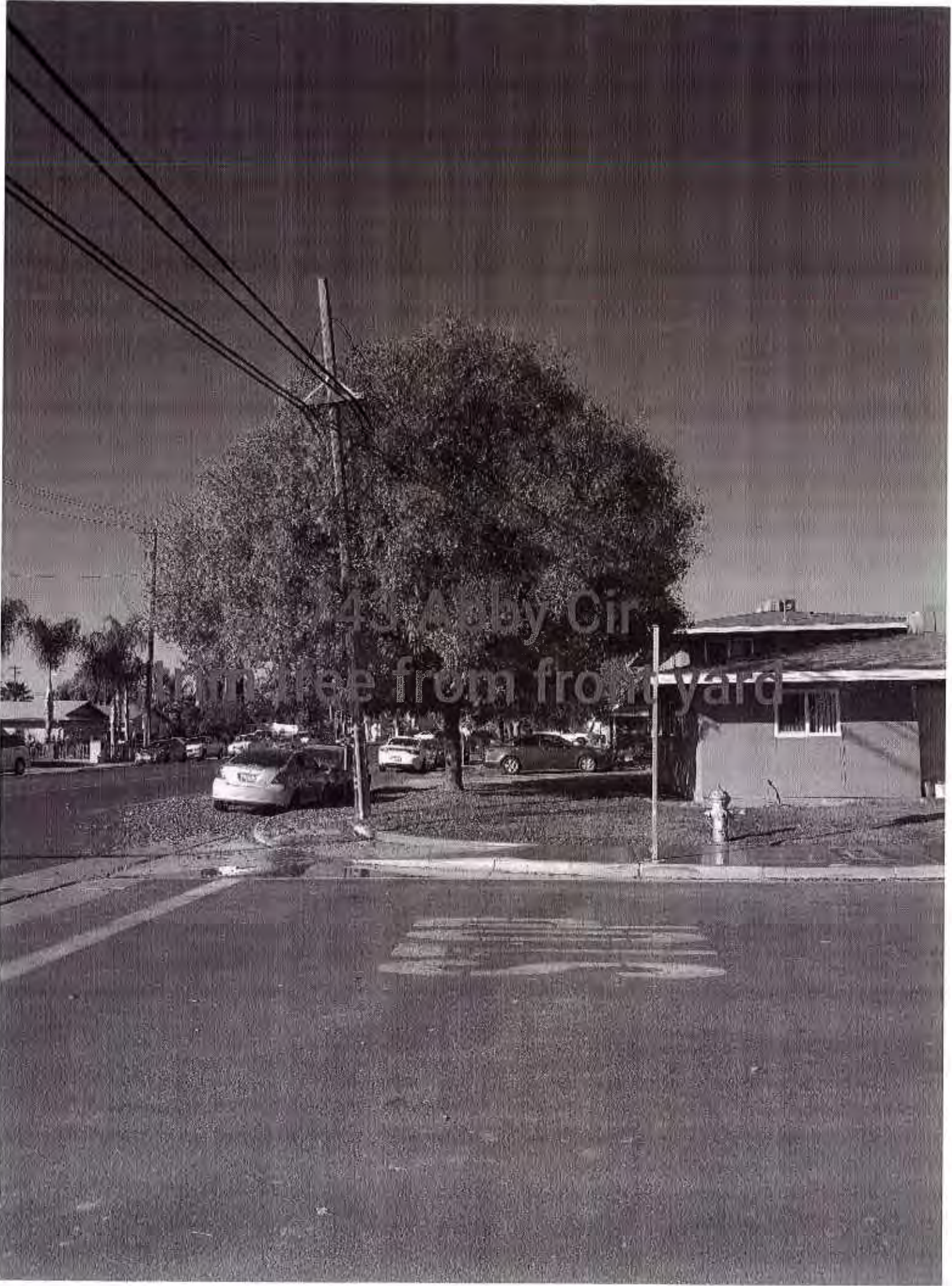


Severely damaged -
remove palm tree from
backyard





12 Abby Cir
Am free from front yard



43 Asby Cir
from the front yard



742 Arroyo
trim tree from backyard



736 Abby Cir
trim tree from backyard

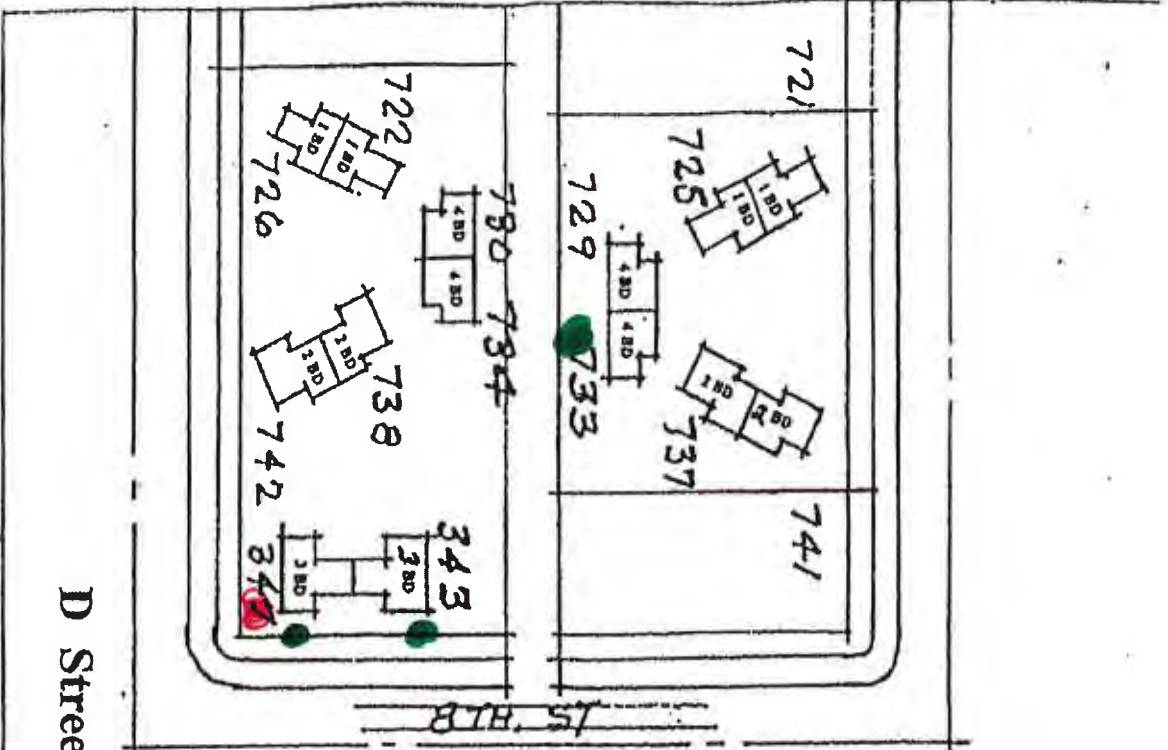


742 W. W. W. W.
trim tree from backyard



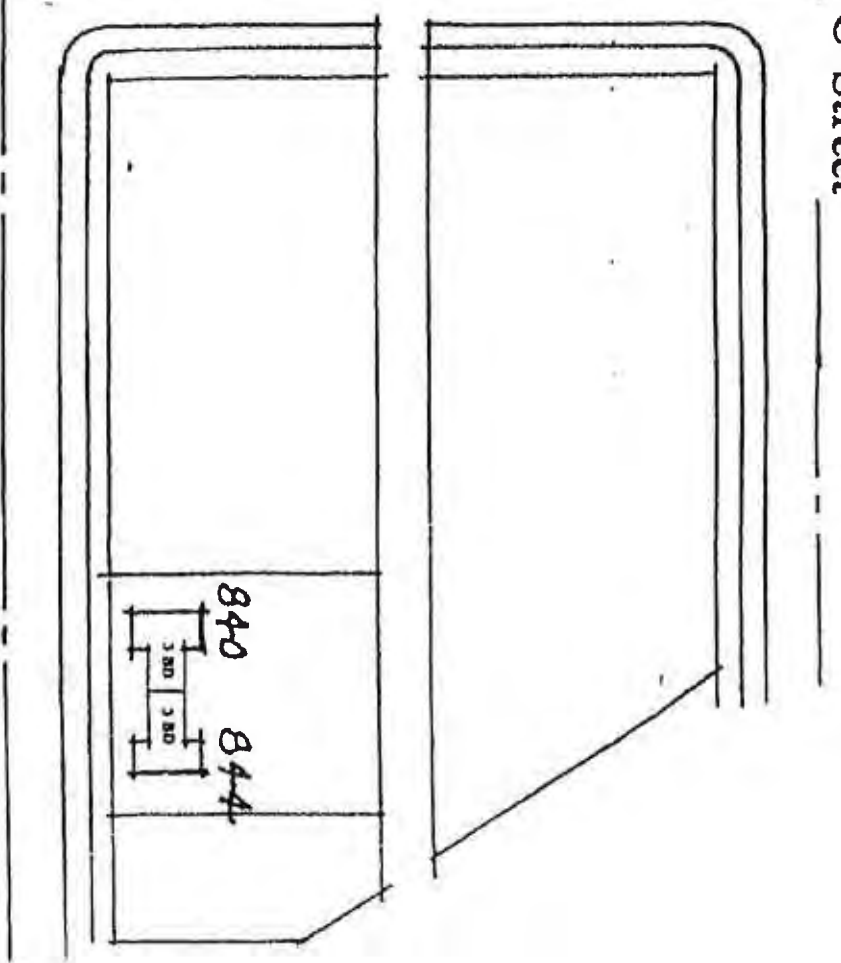
736 Abby Cir
trim tree from backyard

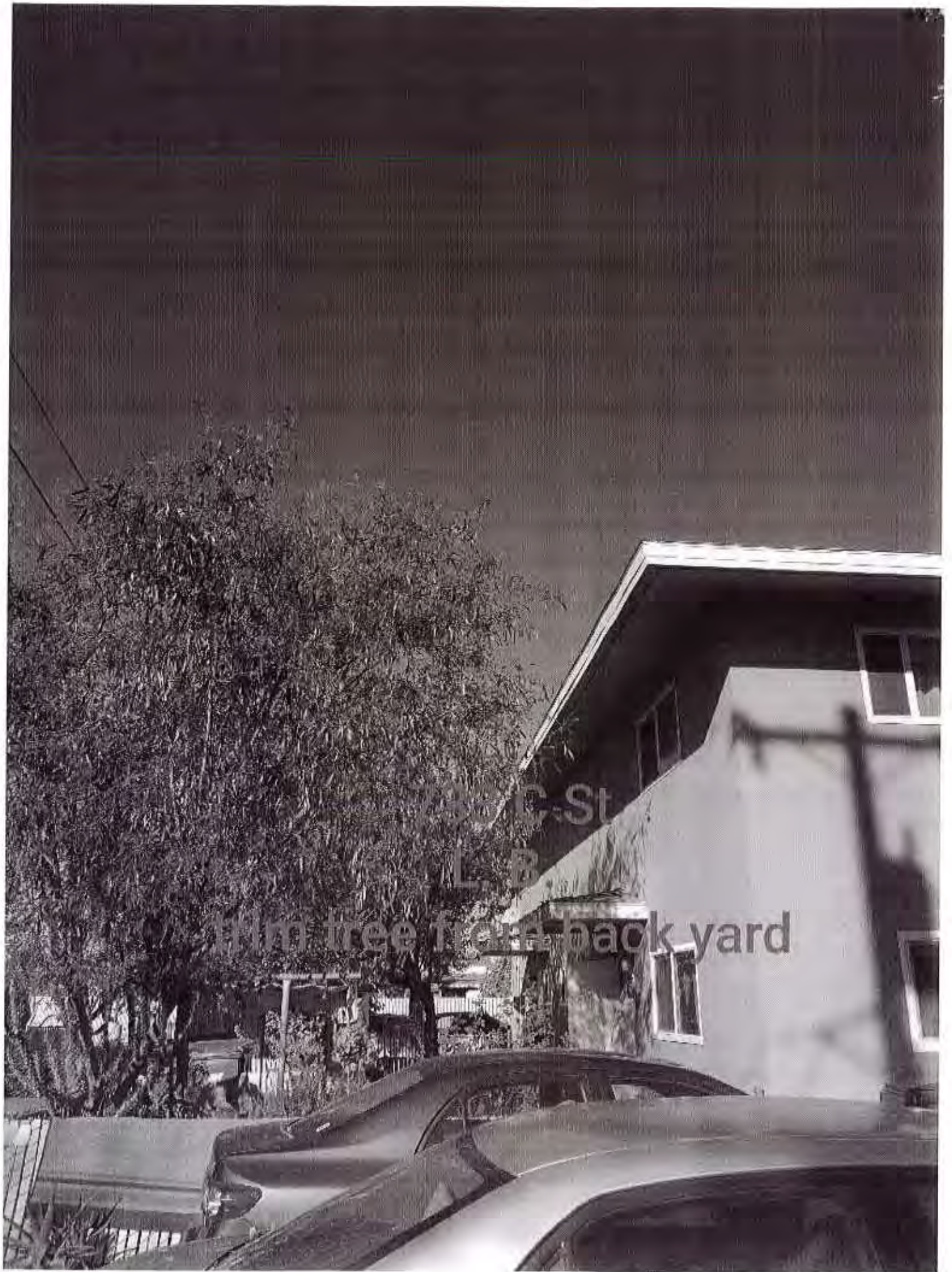
F Street



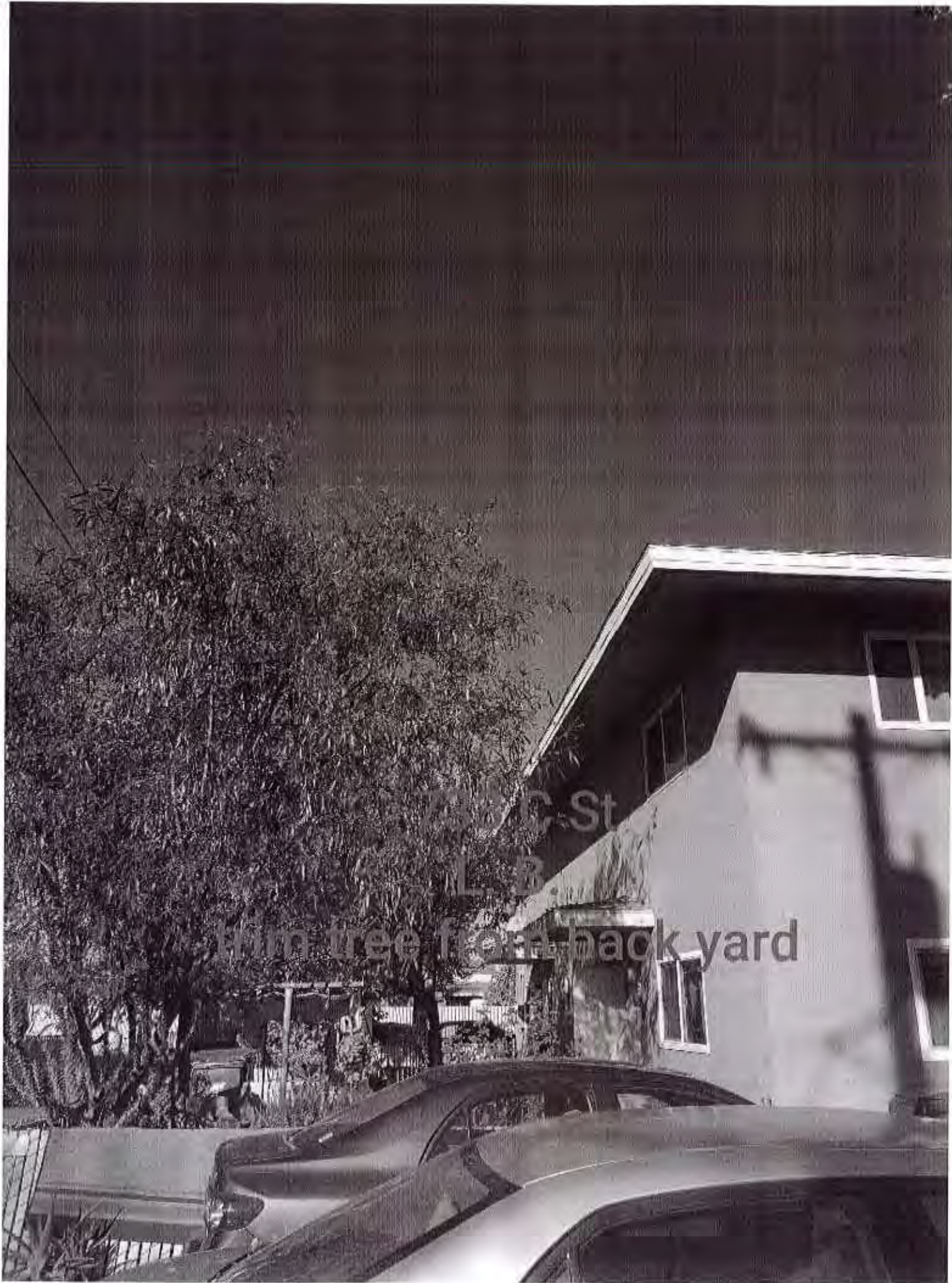
D Street

C Street

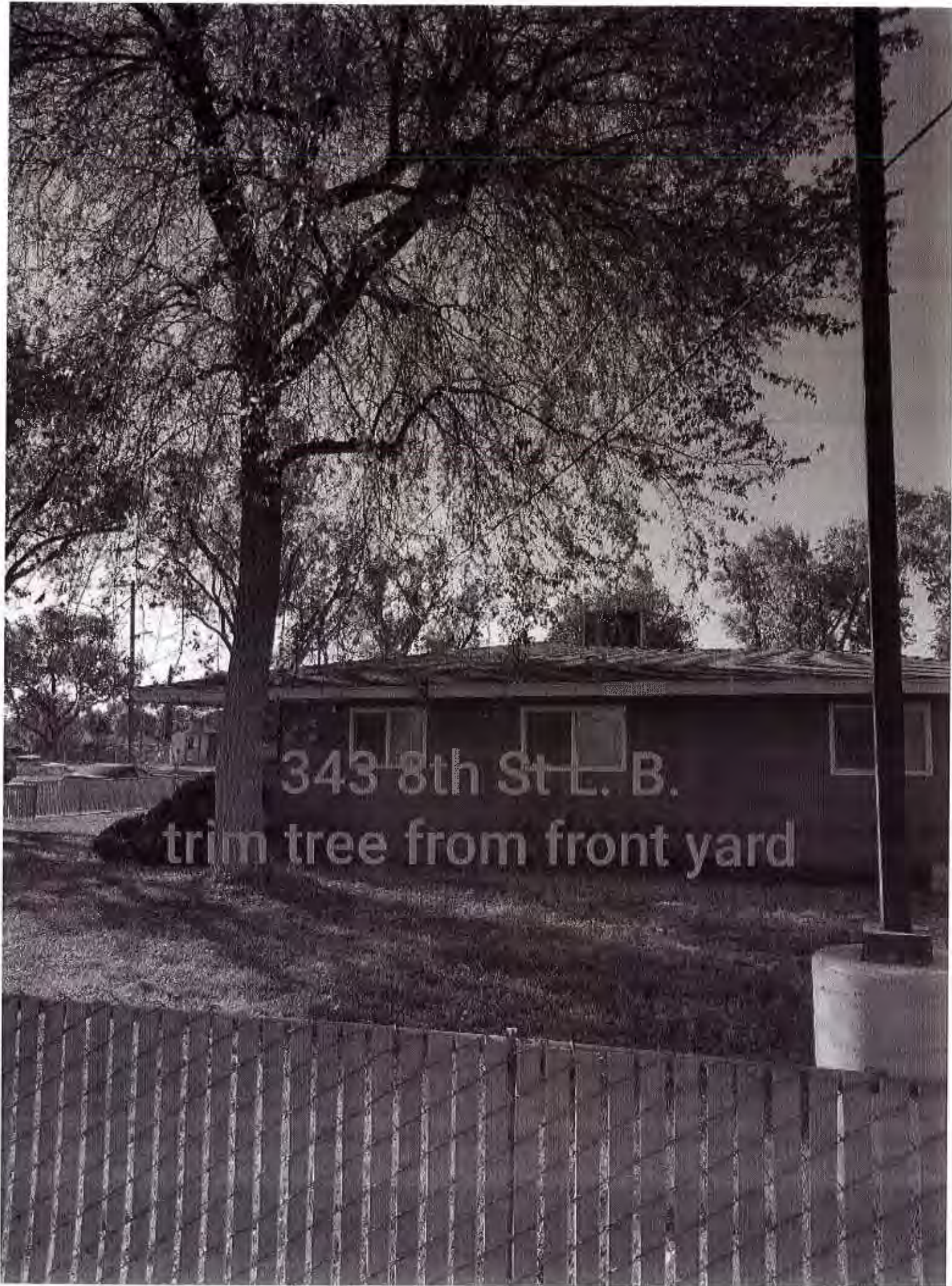




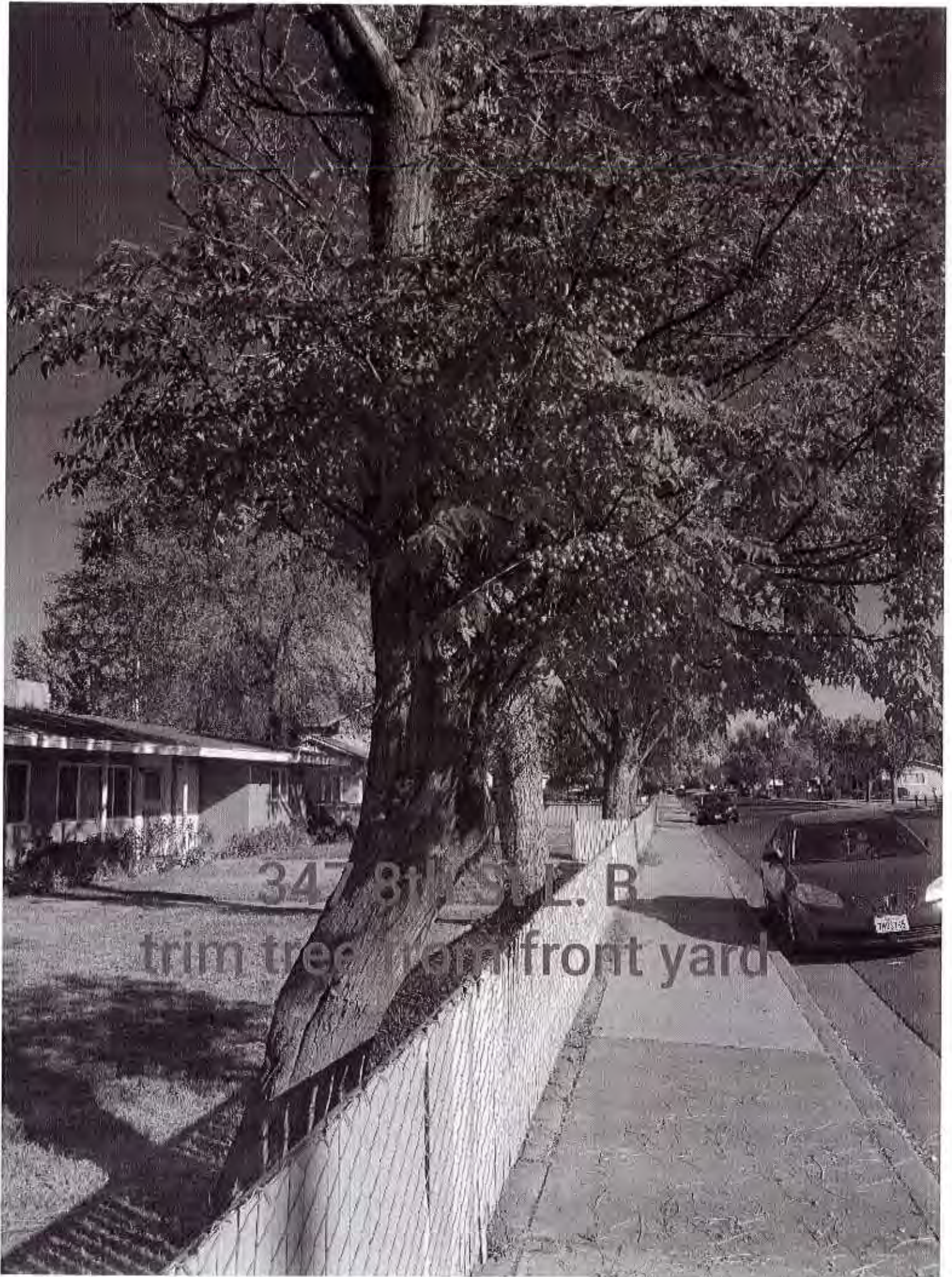
1000 C-St
L.B.
in tree from back yard



1000 C St
L.A.
thin tree from back yard



343 8th St L. B.
trim tree from front yard



347 8th St E. B
trim trees in front yard

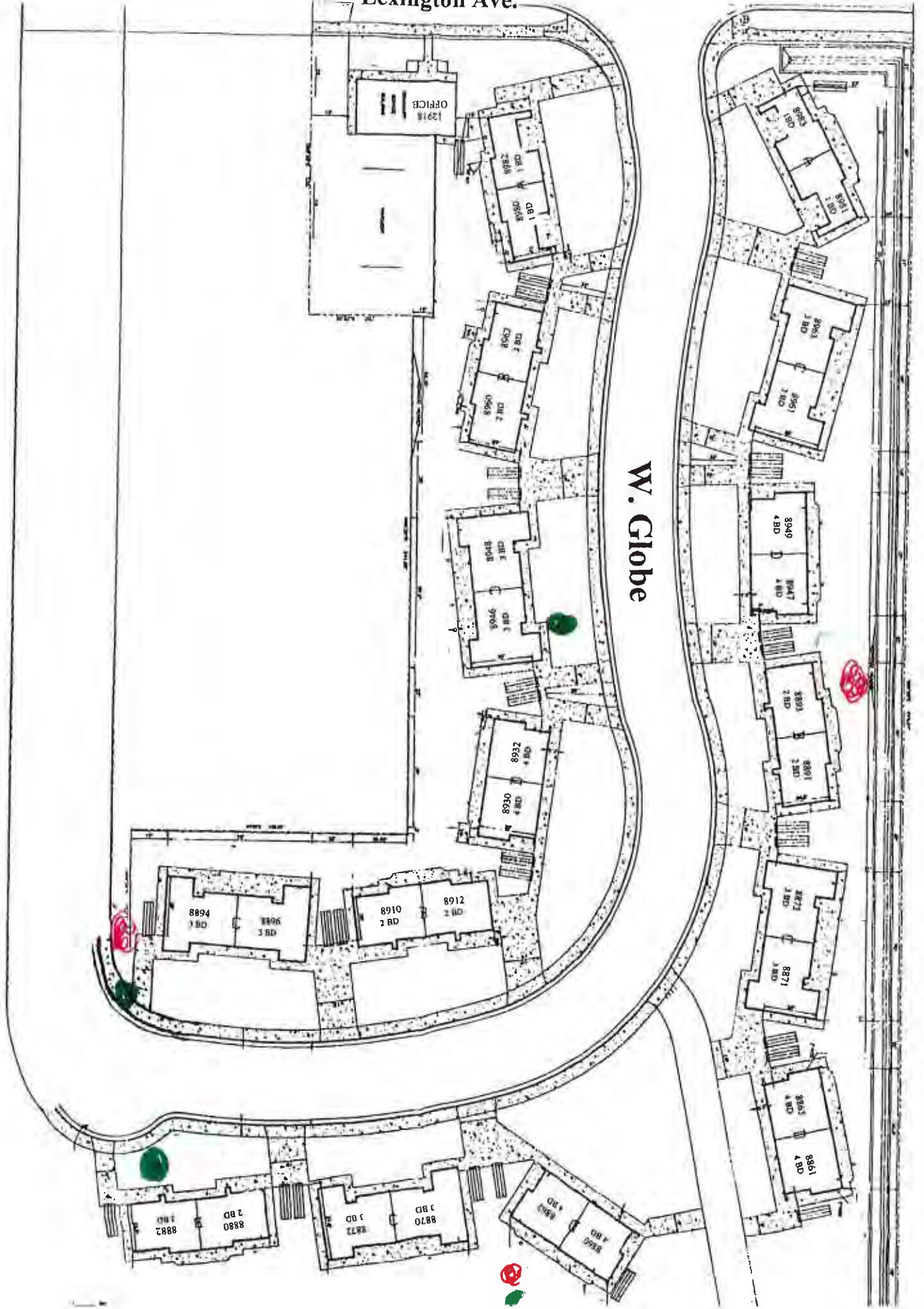


347 5th St. E.
remove dead tree from
front yard



Lexington Ave.

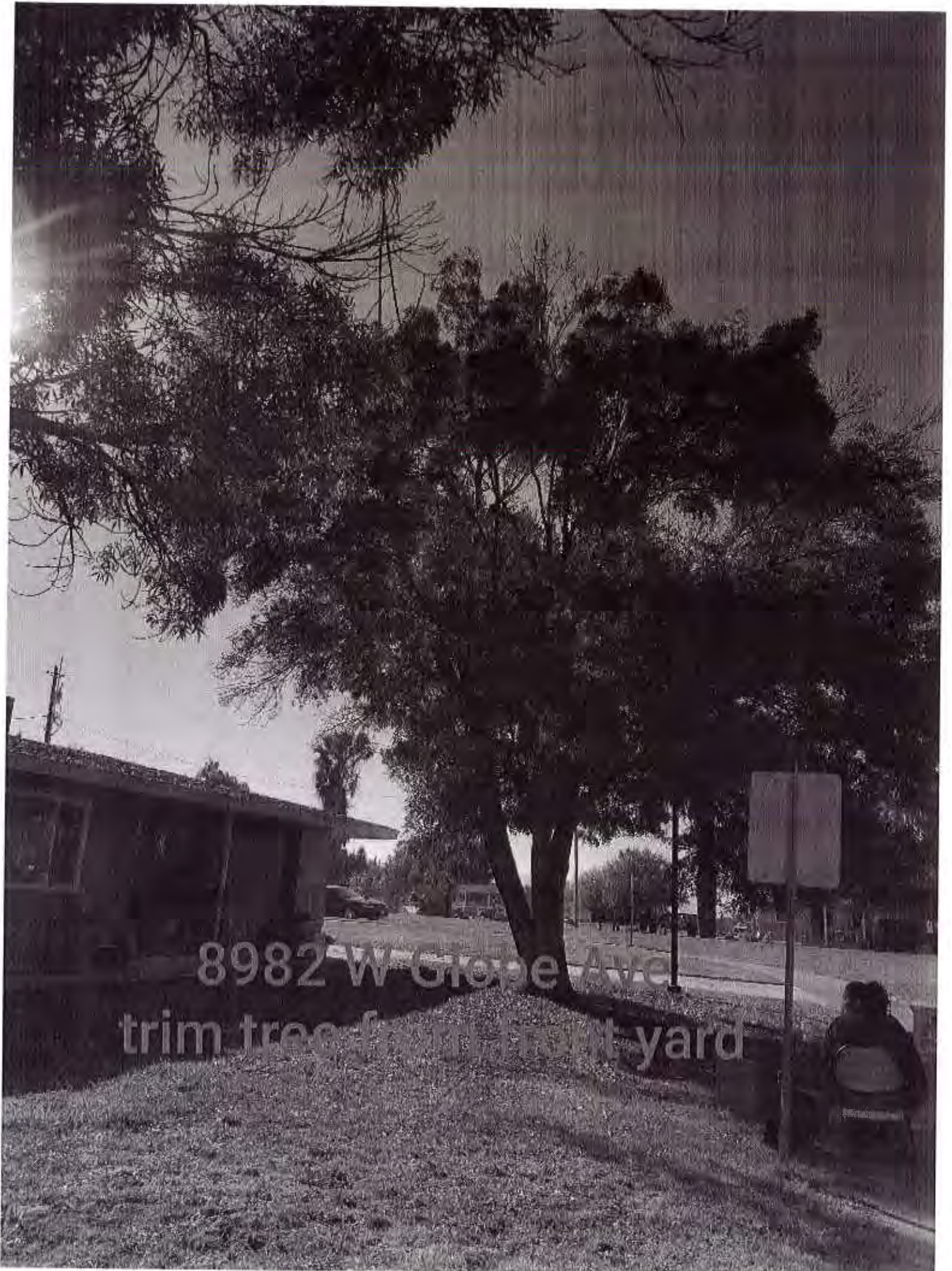
W. Globe



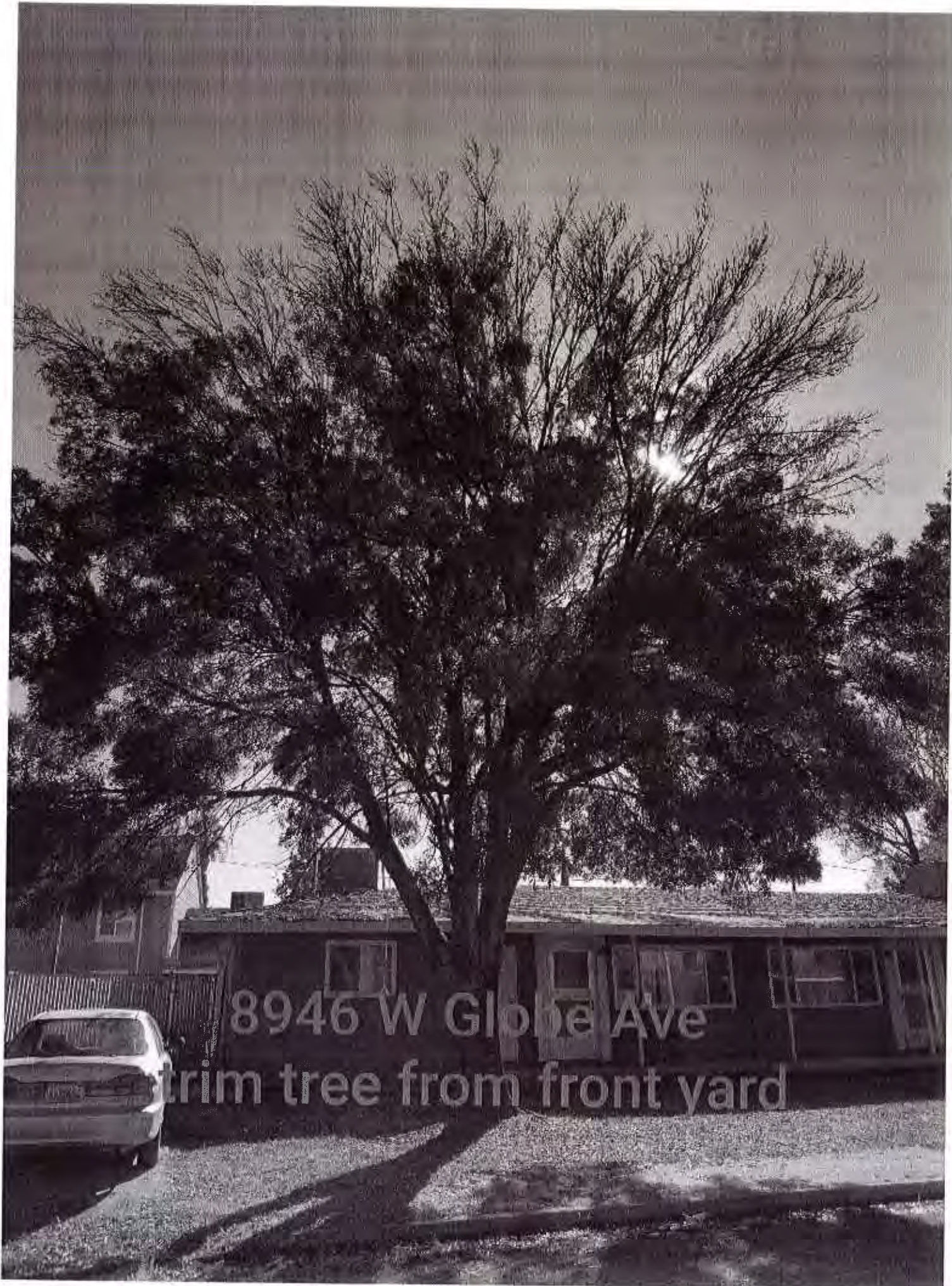




STOP
8983 W Globe Ave
trim tree from front yard



8982 W Grove Ave
trim tree from front yard



8946 W Globe Ave

trim tree from front yard



8893 W Globe Ave

FRONT



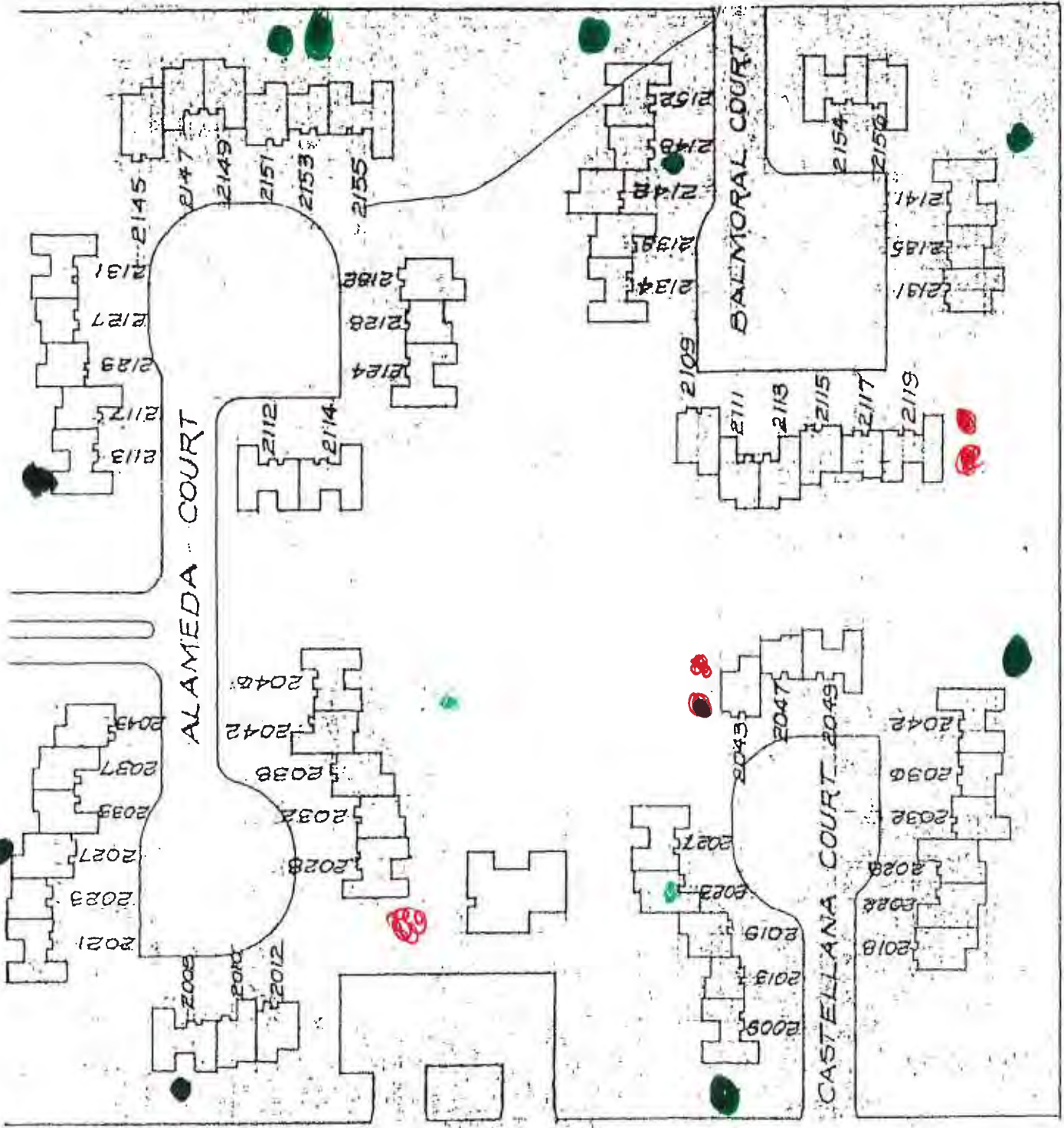
1000 W. 10th Ave
View from window - tent tree
from back yard





Livingston

Hammett Ave.

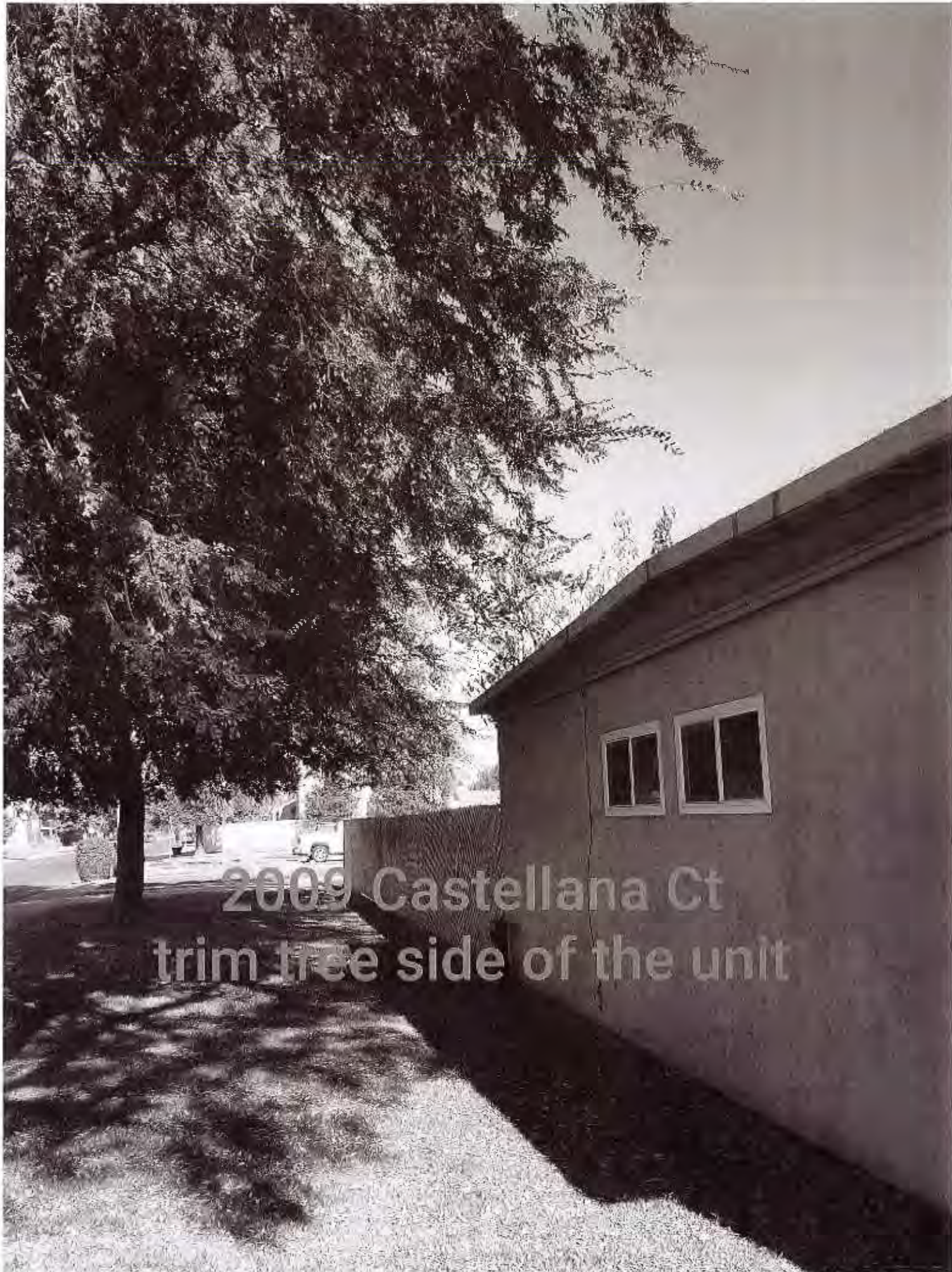


Eighth Street

Project 23 - 06



2 Stella
removed by sl... ..



2009 Castellana Ct
trim tree side of the unit

A photograph of a large, mature tree with dense foliage in a backyard. The tree's trunk is on the left, and its branches spread across the top and right. In the background, a chain-link fence runs across the yard, and a portion of a house is visible behind it. To the right, a light-colored building, possibly a garage or shed, is partially visible. The ground in the foreground is covered in grass. The overall lighting is bright, suggesting a sunny day.

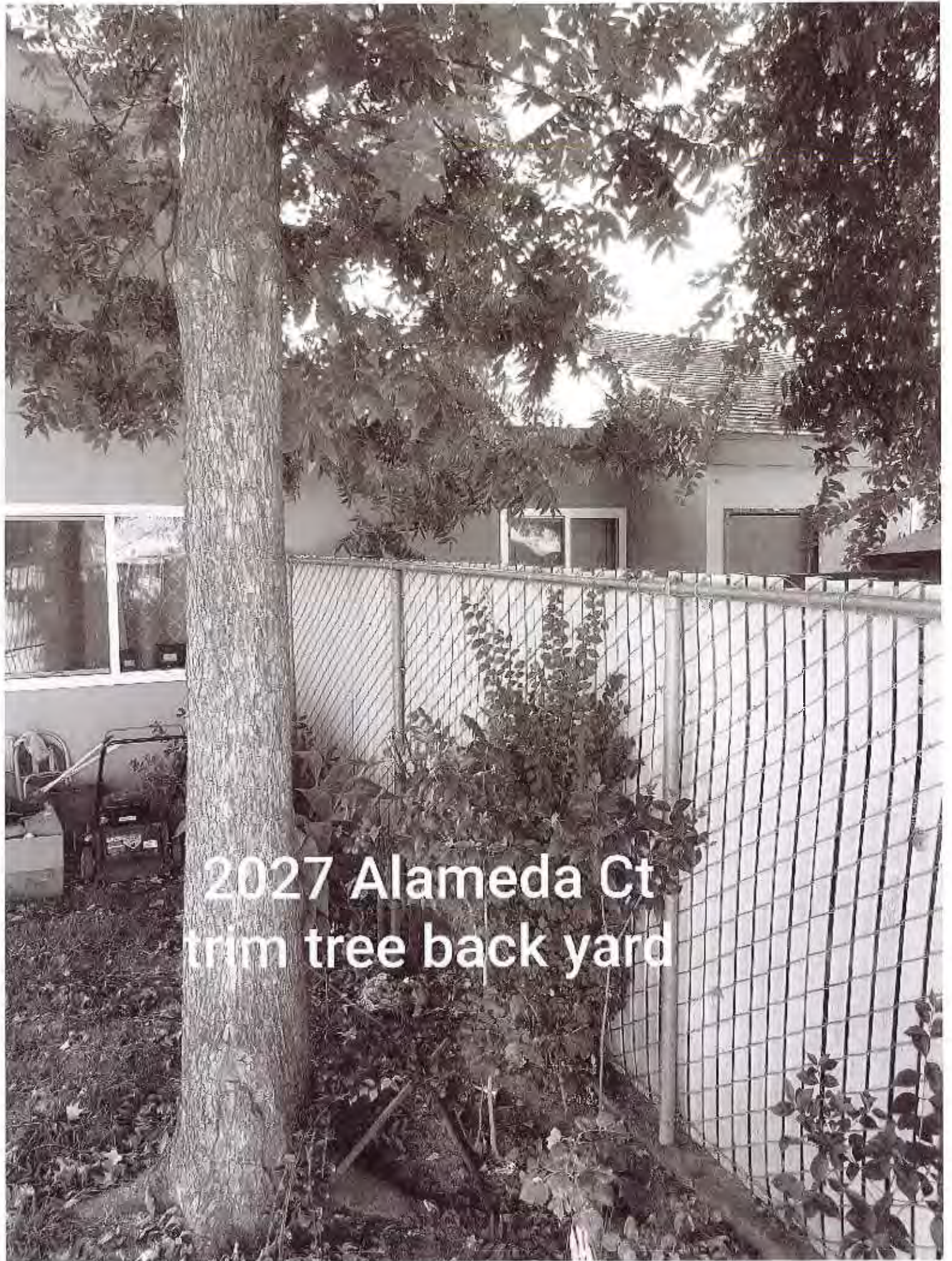
2042 Castellana ct
trim tree back yard



2123 Alameda Ct
trim back yard tree

A black and white photograph of a cluttered backyard. In the background, a house with a window and a door is visible. The yard is filled with various plants, including a large, leafy bush in the center and several potted plants in the foreground. The ground is covered with a dense layer of leaves and debris. The overall scene suggests a neglected or overgrown garden.

2008 Alameda Ct
trim little tree back yard
and tree bushes all
around



2027 Alameda Ct
trim tree back yard



2151 Alameda Ct
trim tree back yard



2113 Alamda Ct
trim tree back yard



2148

2148 Baltimore Ct
Prim tree



2152 Bolmoran
trim tree from front yard



2148

2148 Palmer Ct
A large tree in front of the house
and back yard



2141 Balmoral Ct
trim back area

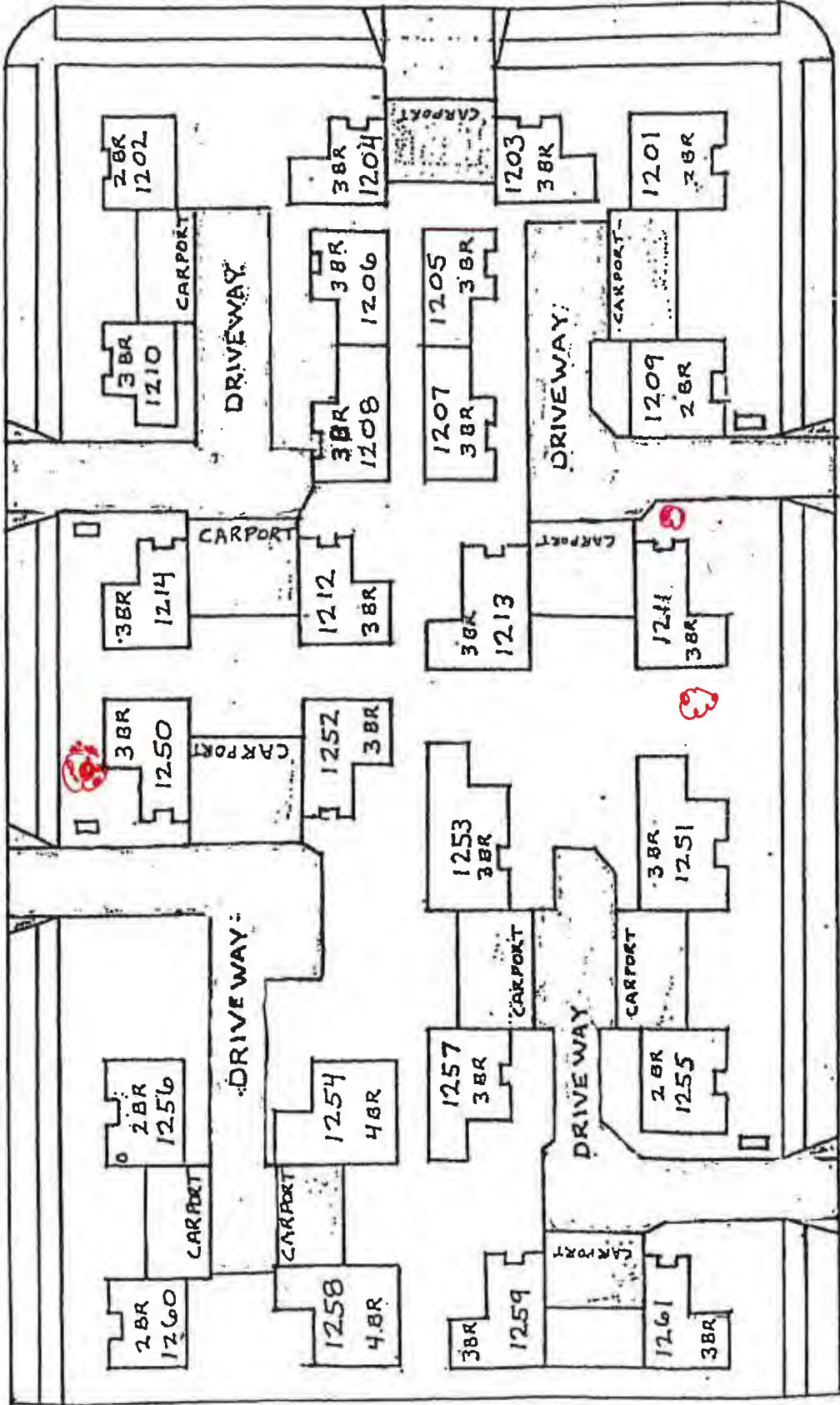


2156 Balmoral Ct
remove small tree



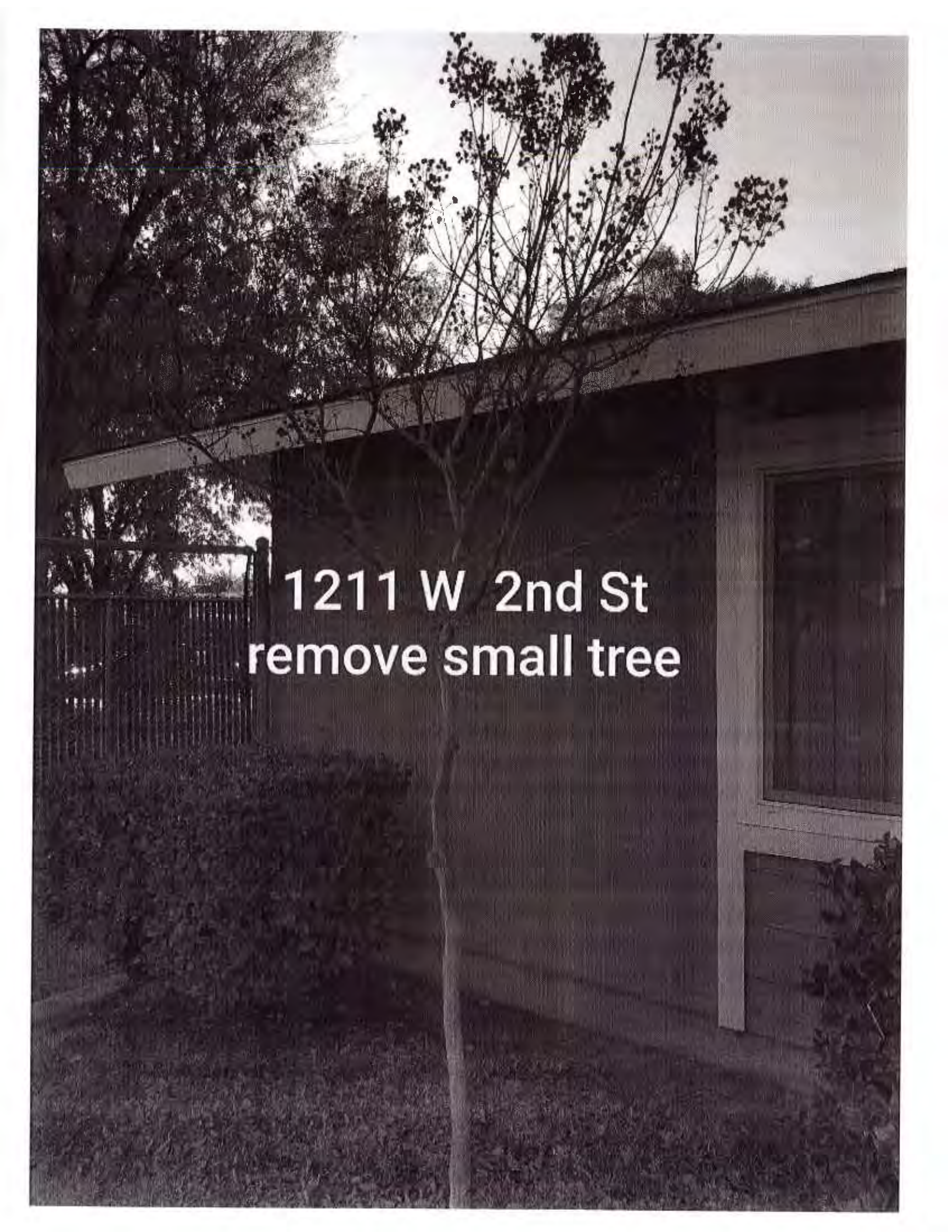
2019 Balmoral
remove tree

WEST 3RD

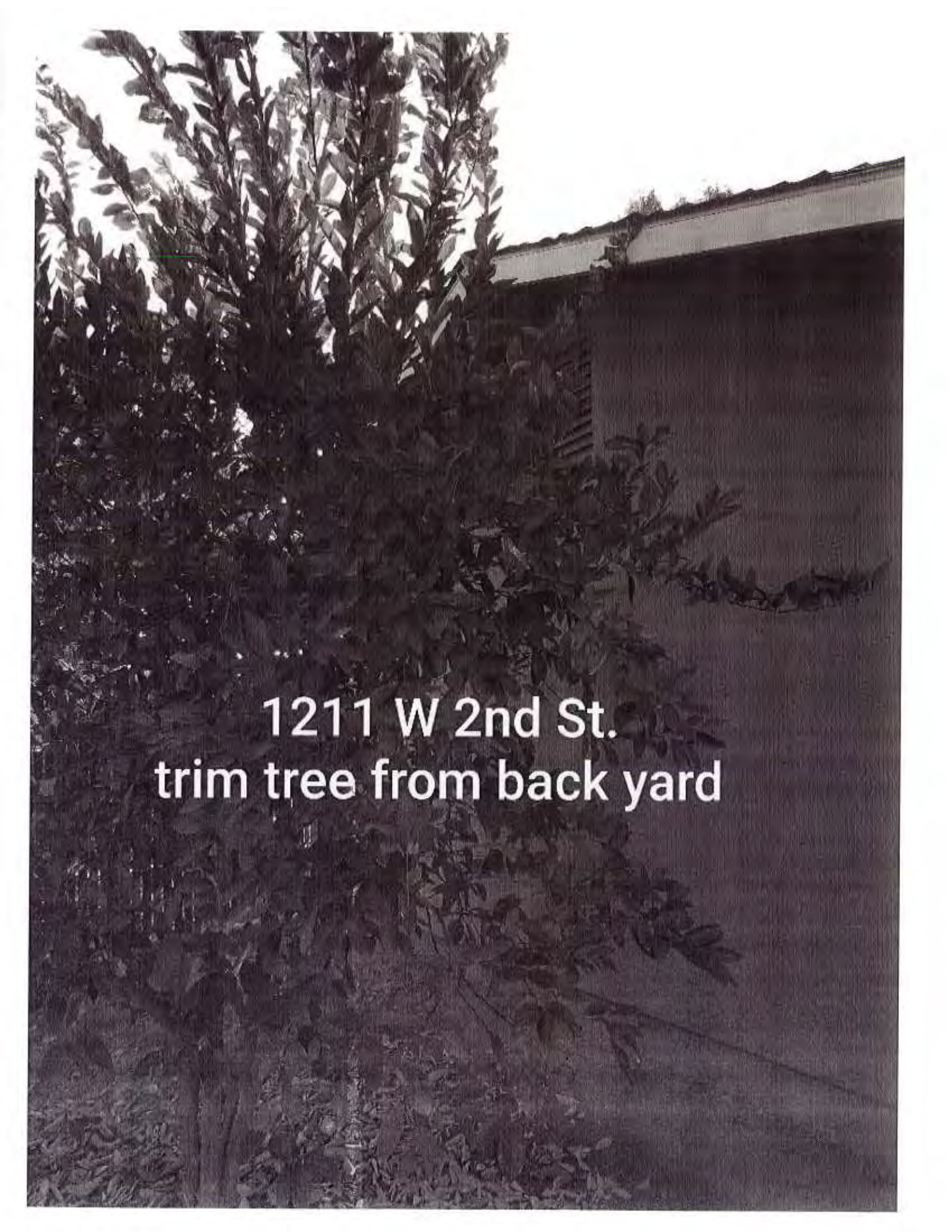


WEST 2ND


NOT TO SCALE



**1211 W 2nd St
remove small tree**

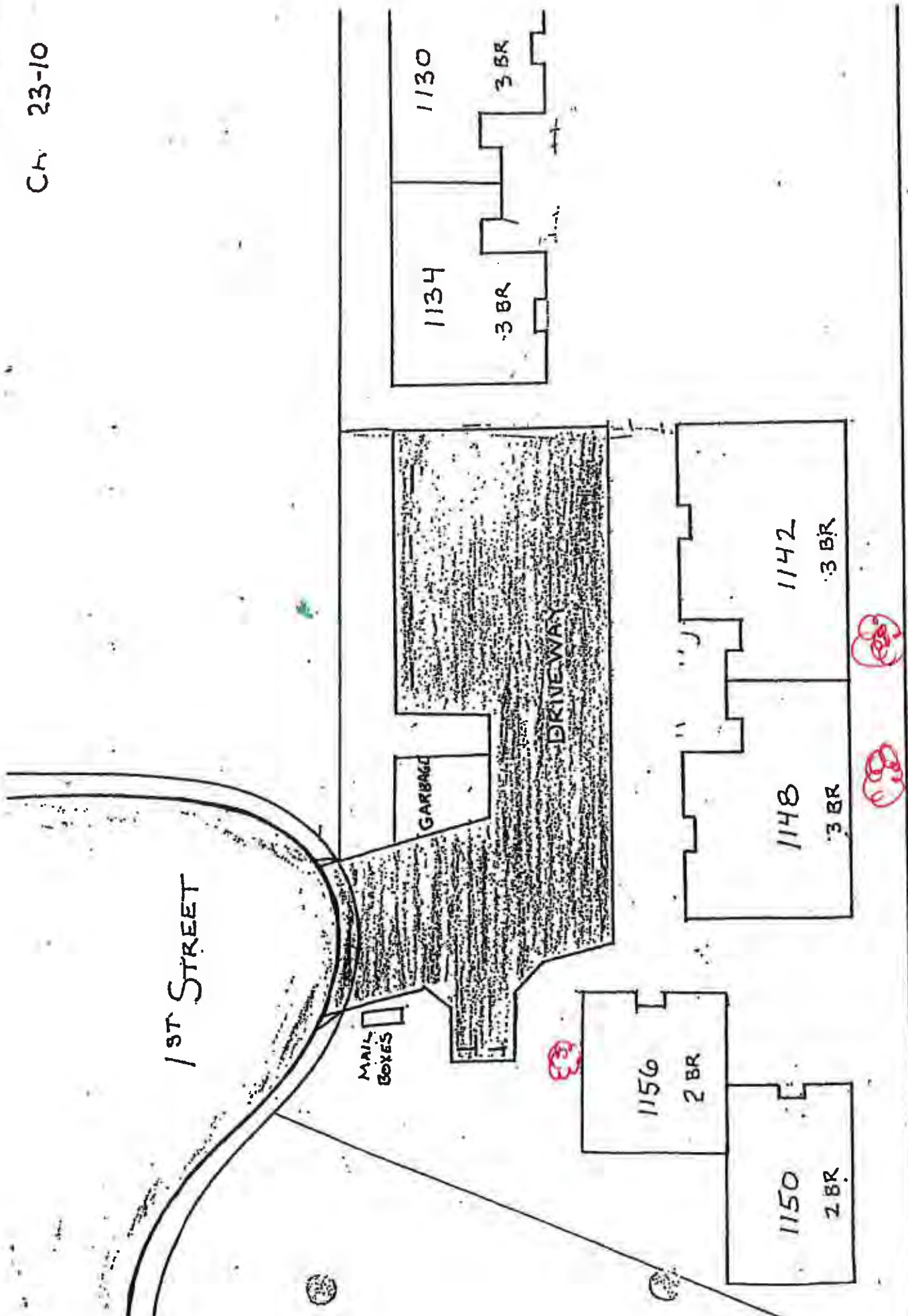


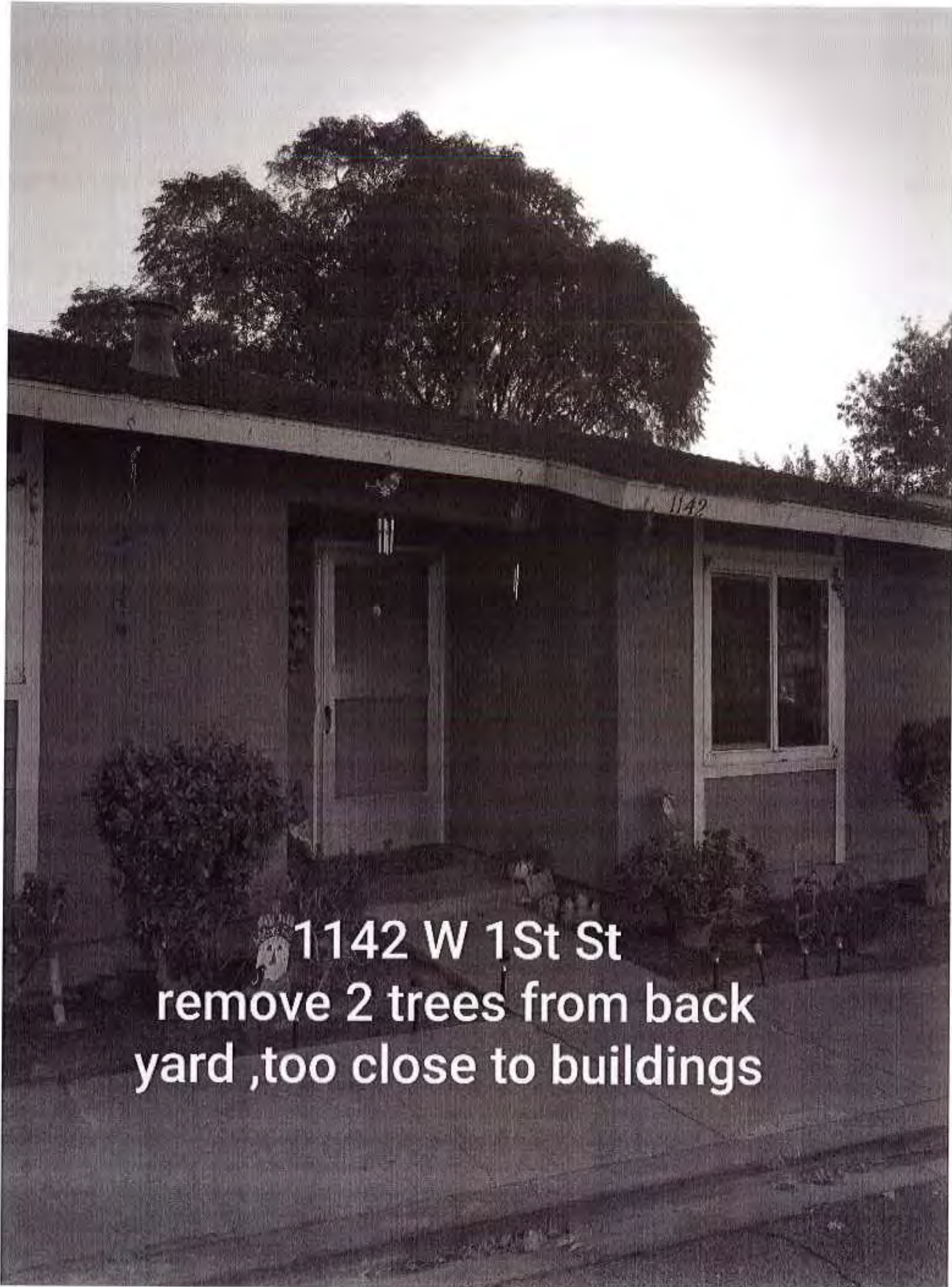
**1211 W 2nd St.
trim tree from back yard**




**1250 W 3rd St
remove small tree from
back yard and
vegetation touching
building**

Ch 23-10

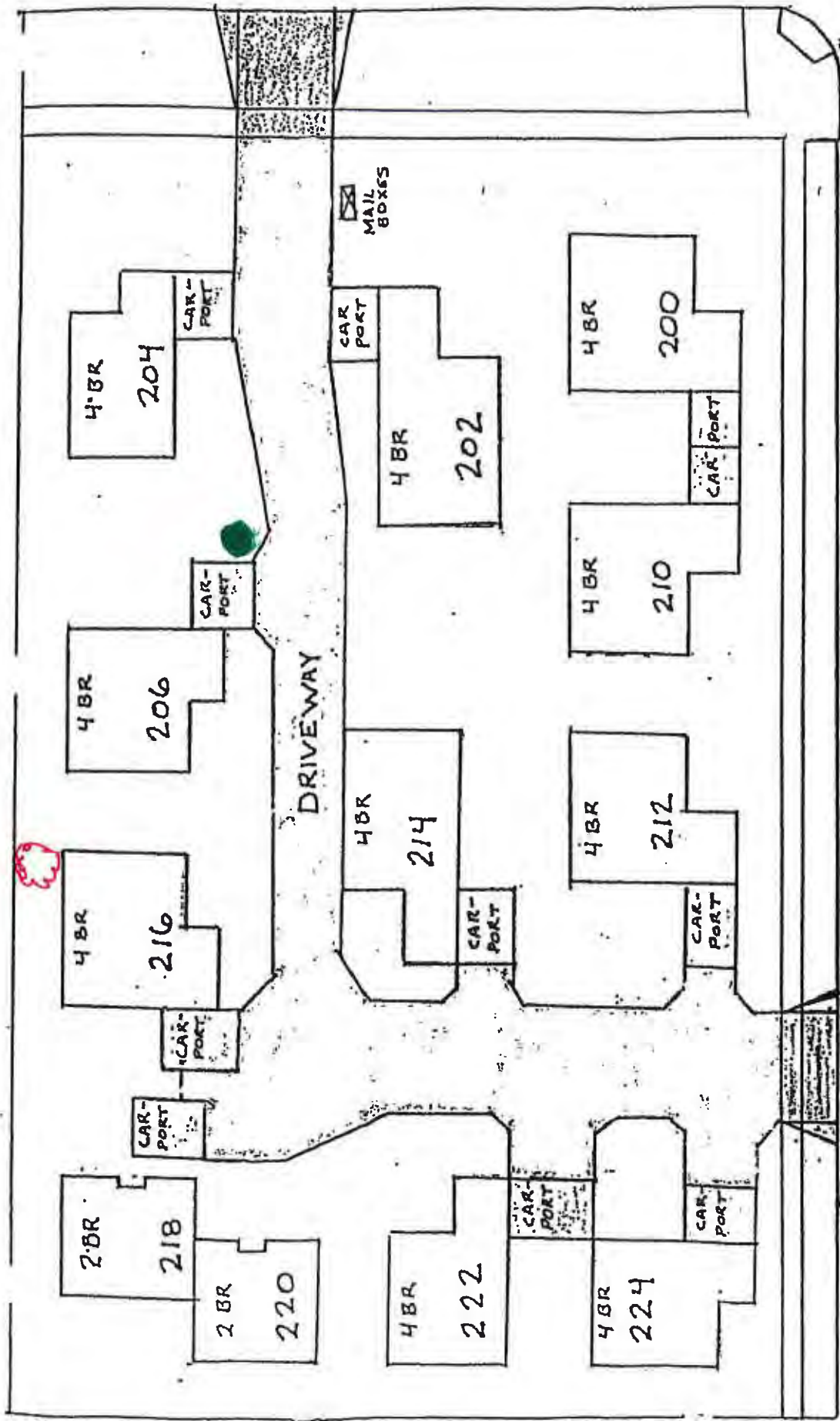




**1142 W 1St St
remove 2 trees from back
yard ,too close to buildings**

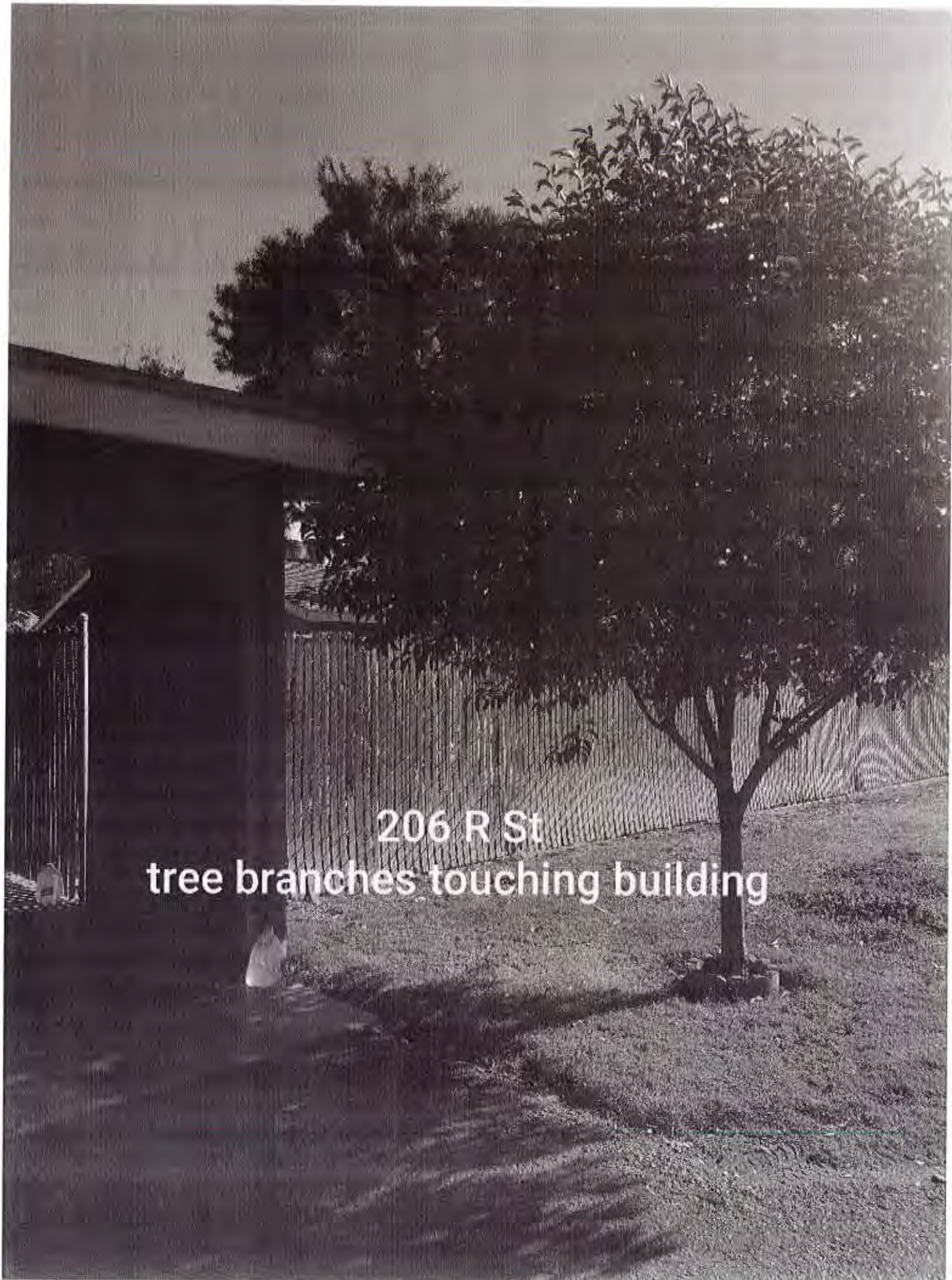


**1156 W 1st St
remove small tree from
right side building**



R STREET

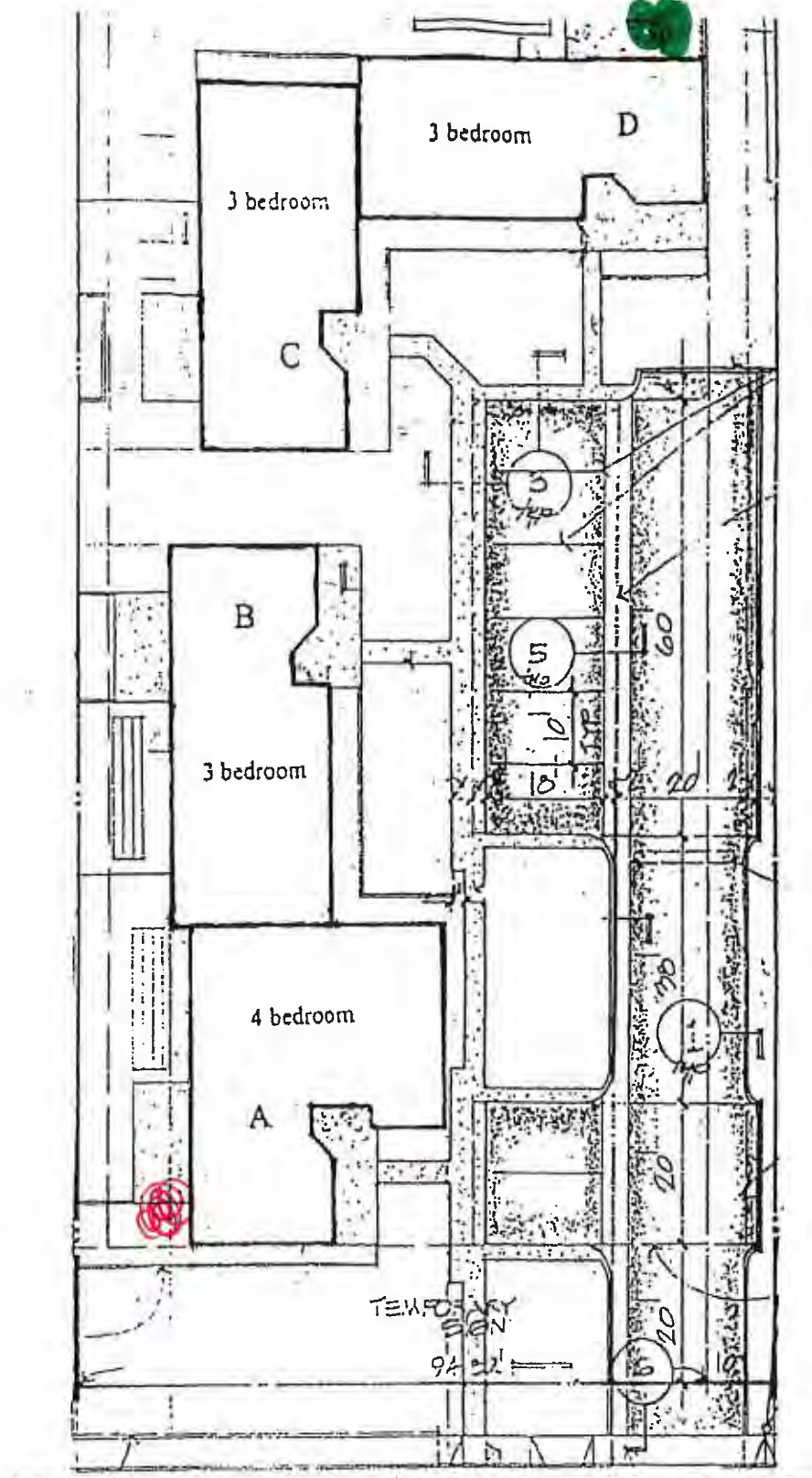
CAL 23-10



206 R St
tree branches touching building



216 R St
remove dead tree from
back yard



416 West K Street

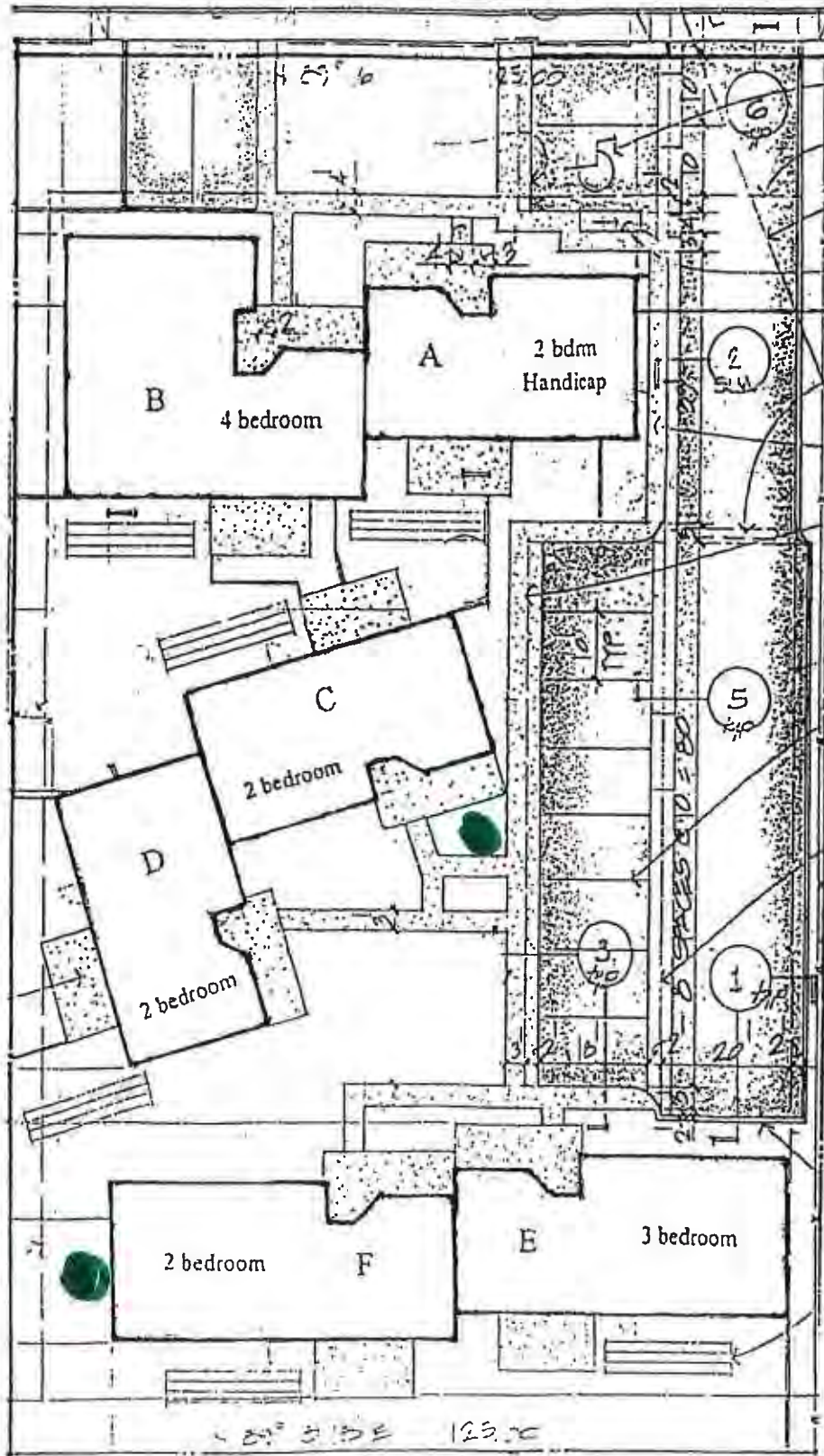
Project 23 - 11

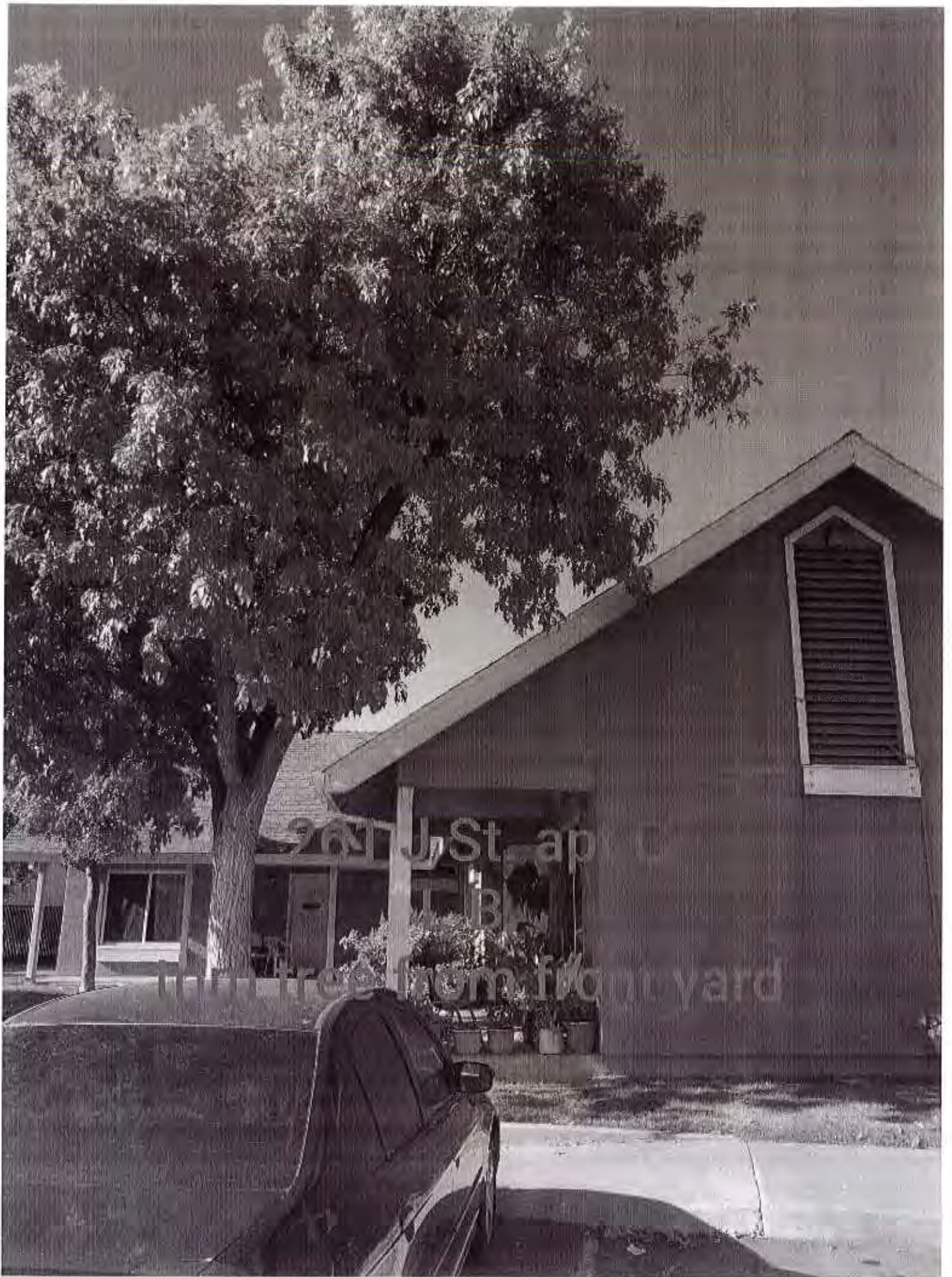


8 Sept 2011
A small tree in
backyard

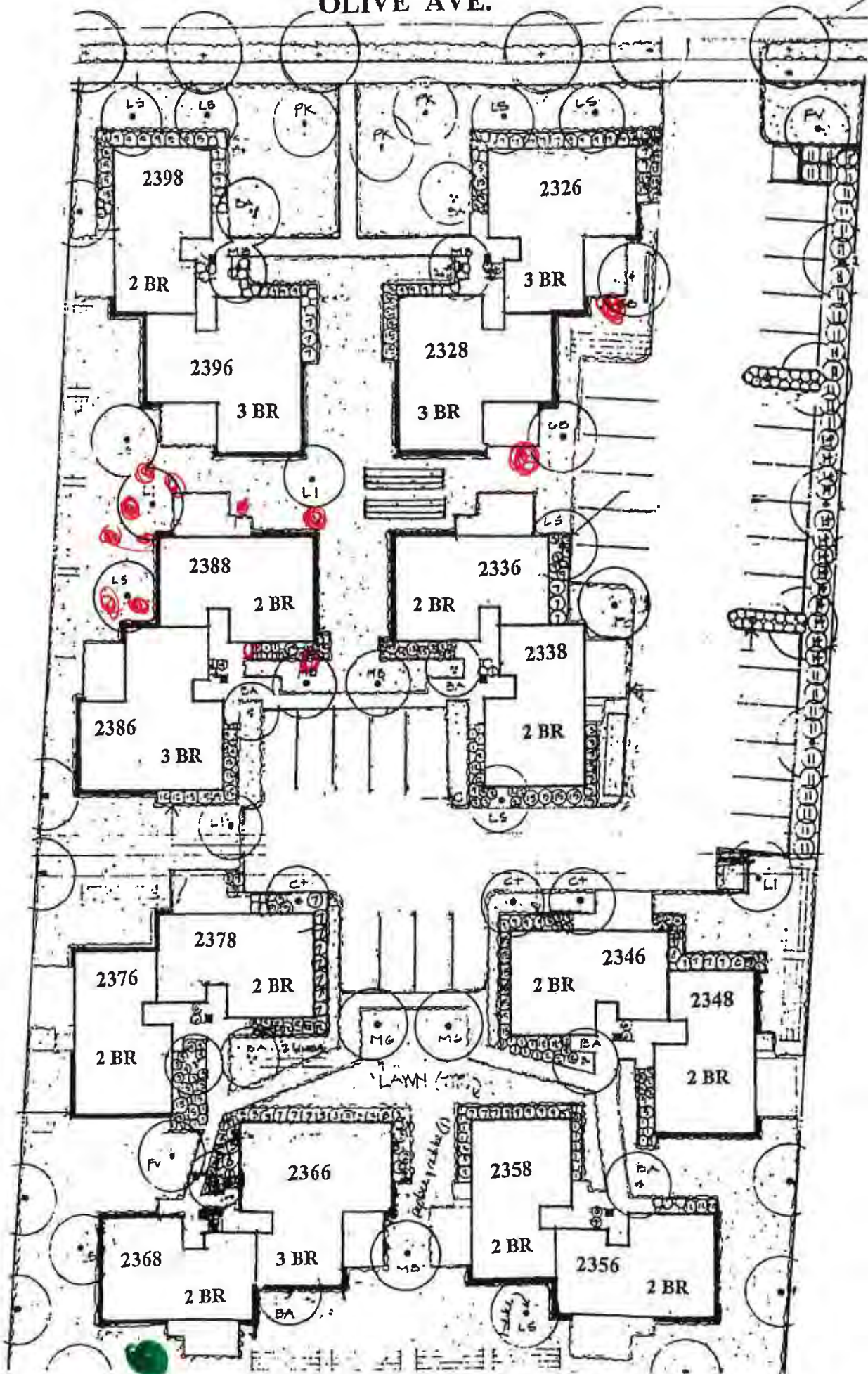


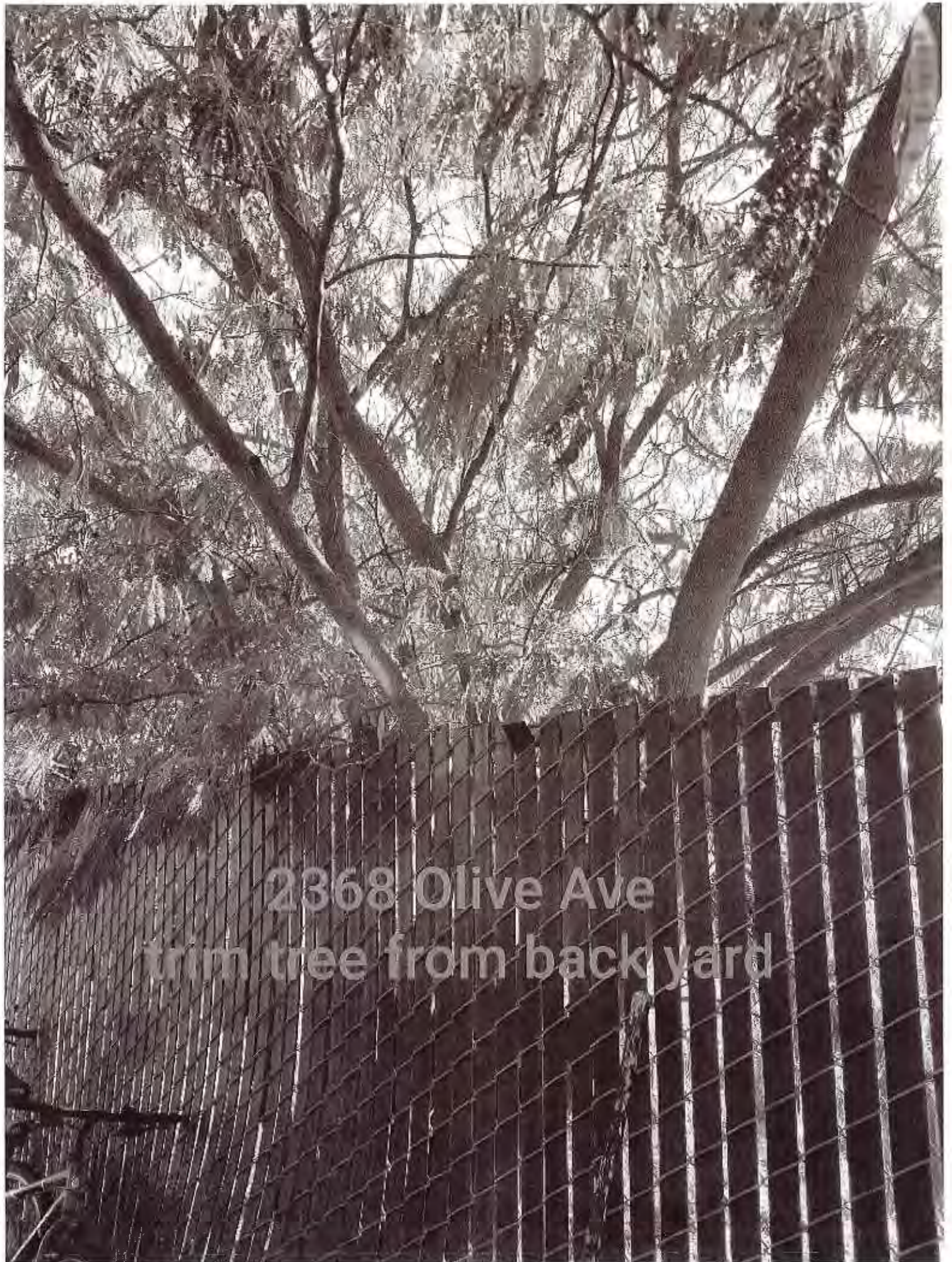
261 West J Street





OLIVE AVE.





2368 Olive Ave
trim tree from back yard



4399 Hill Ave
remove all tall trees from
back and front yard

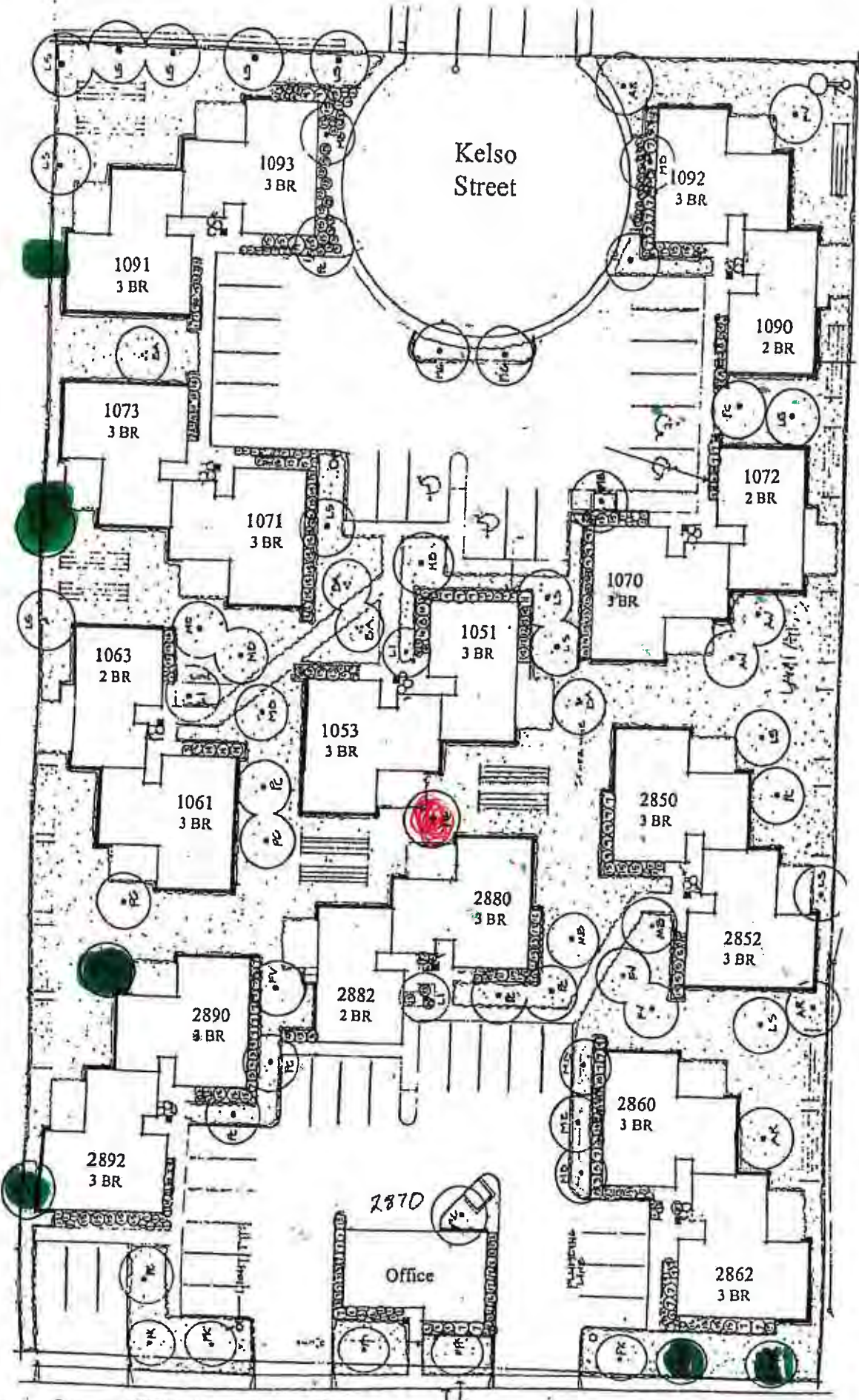


2328 Olive Ave

remove small tree from
back yard



2526 Olive Ave
Remove small tree from
back yard
Call Mike

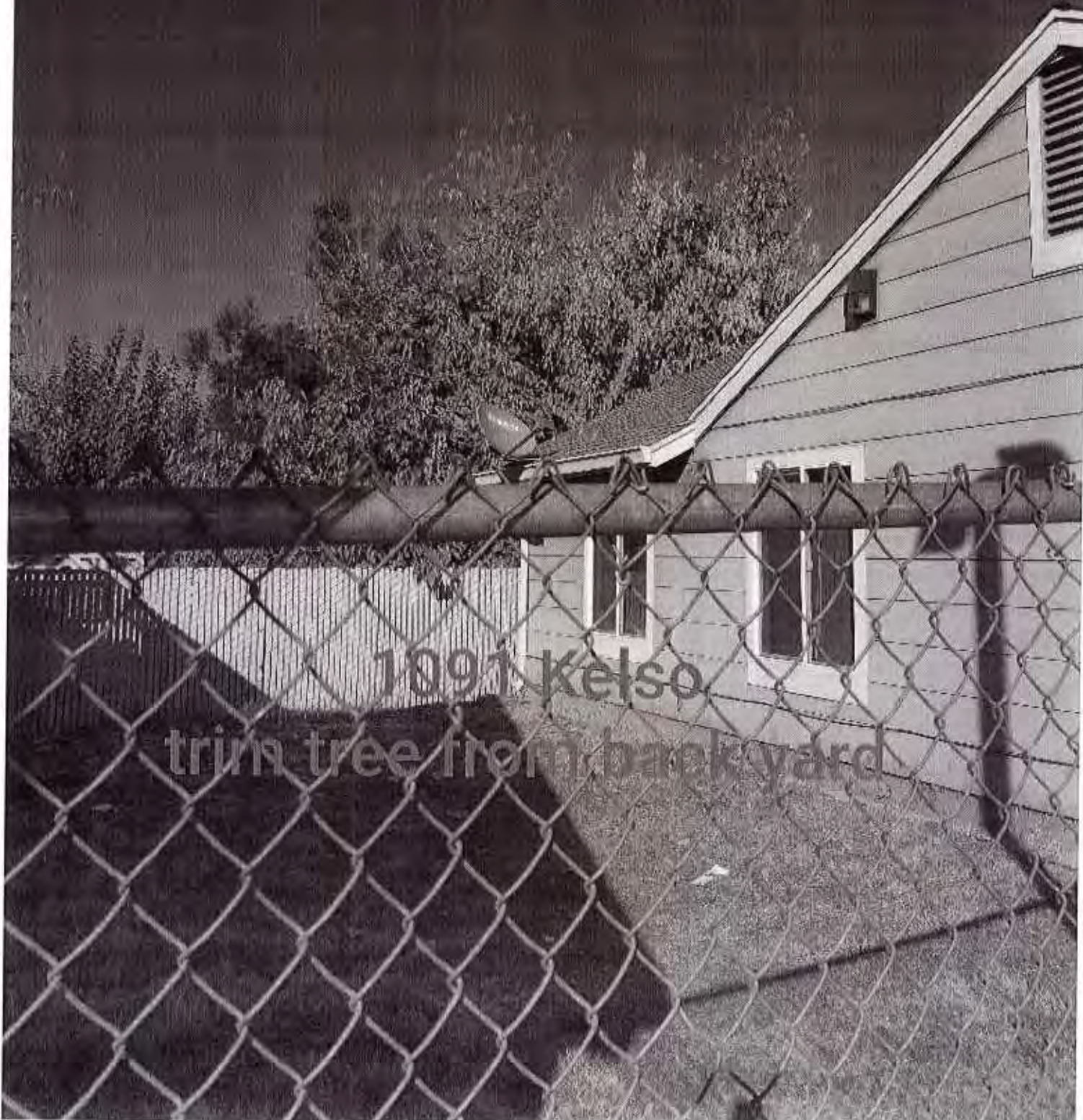


Project 23 - 12A

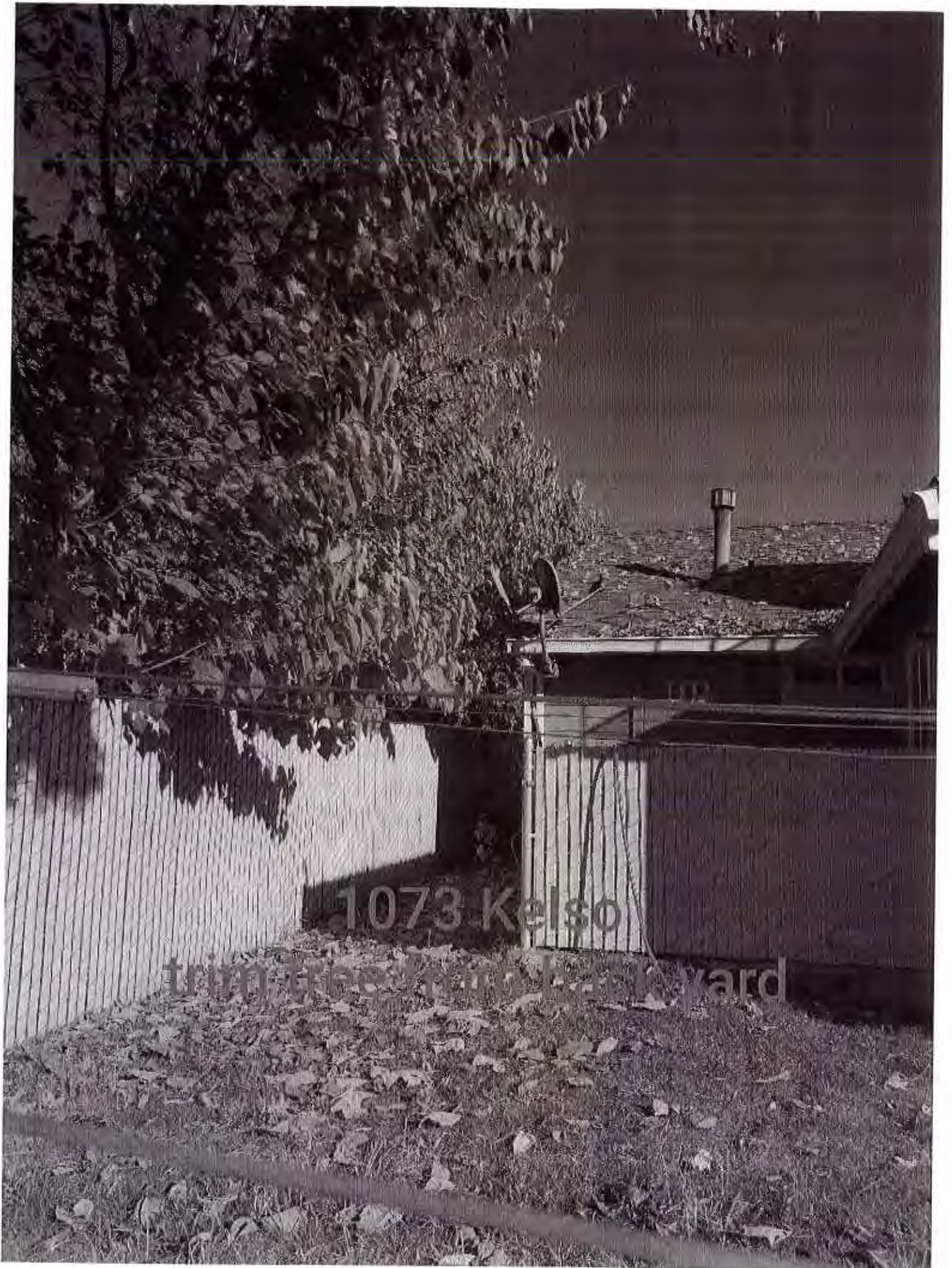
Crest Road



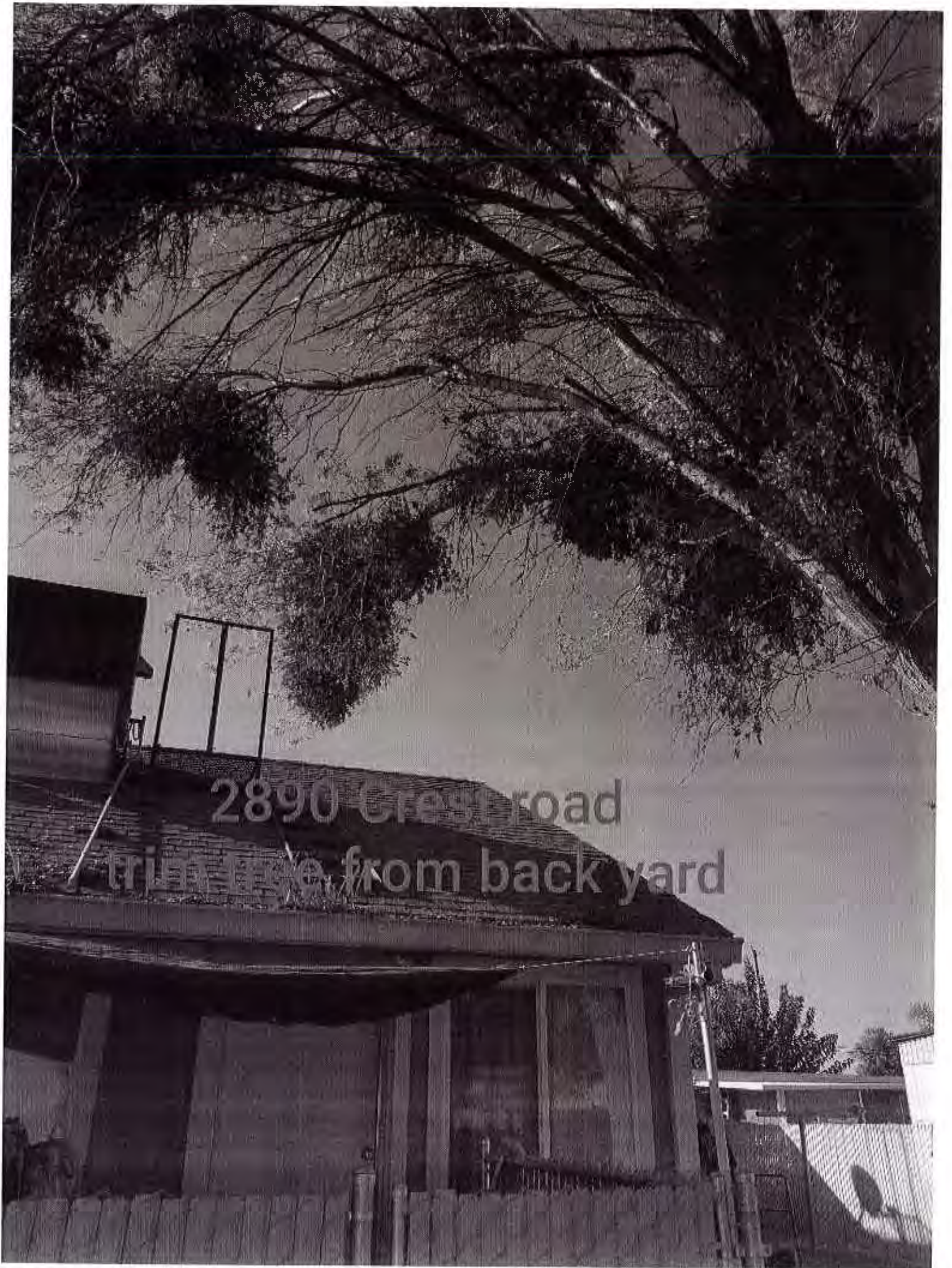
2880 Crest road
remove small tree from
back yard



1091 Kelso
trim tree from backyard



1073 Kelso
trim trees in the yard



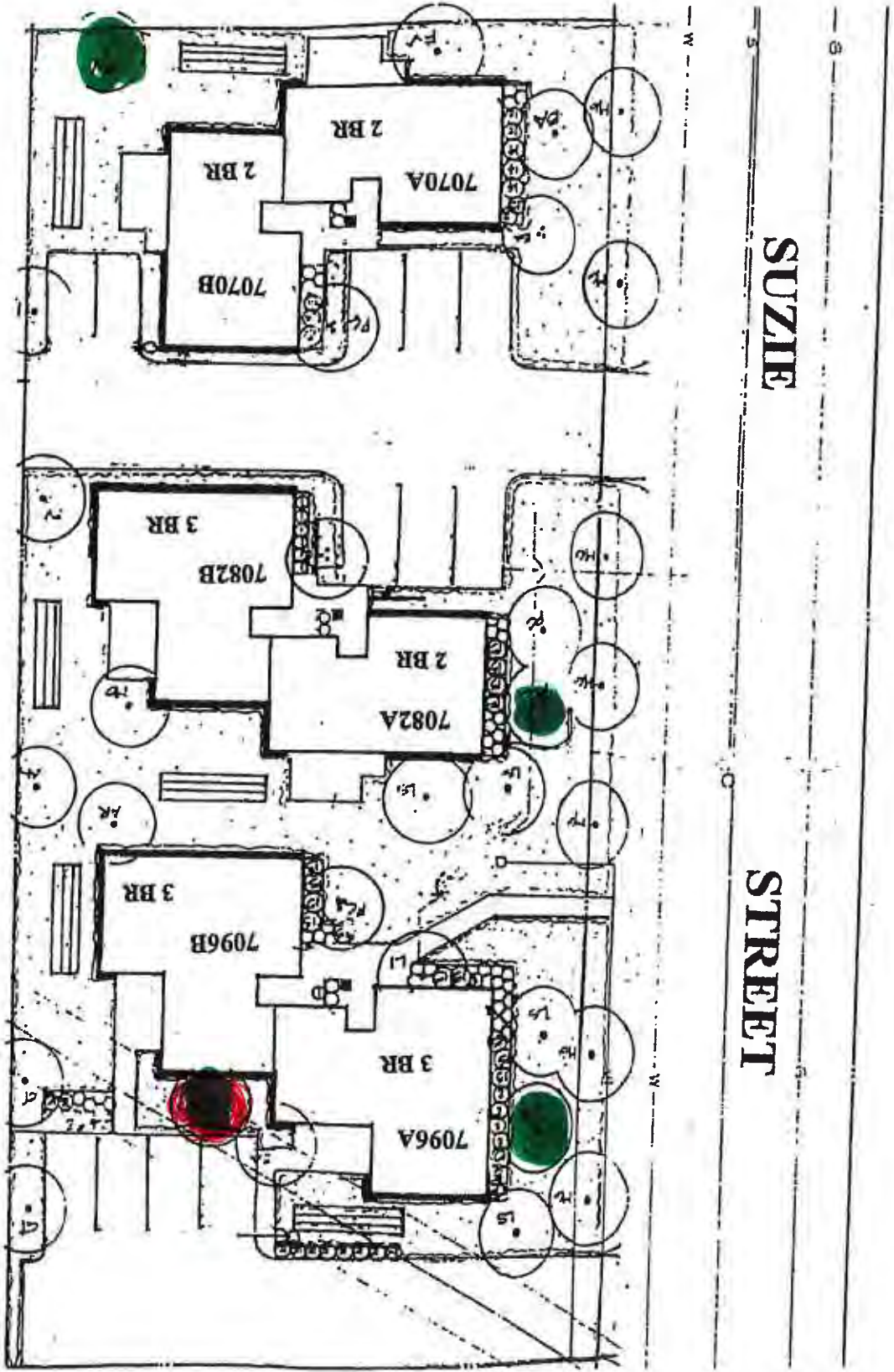
2890 Crest road
view from back yard



2892 Crest road
trim tree from back yard



2862 Crest road
trim tree by the street





Suzie St
from back yard



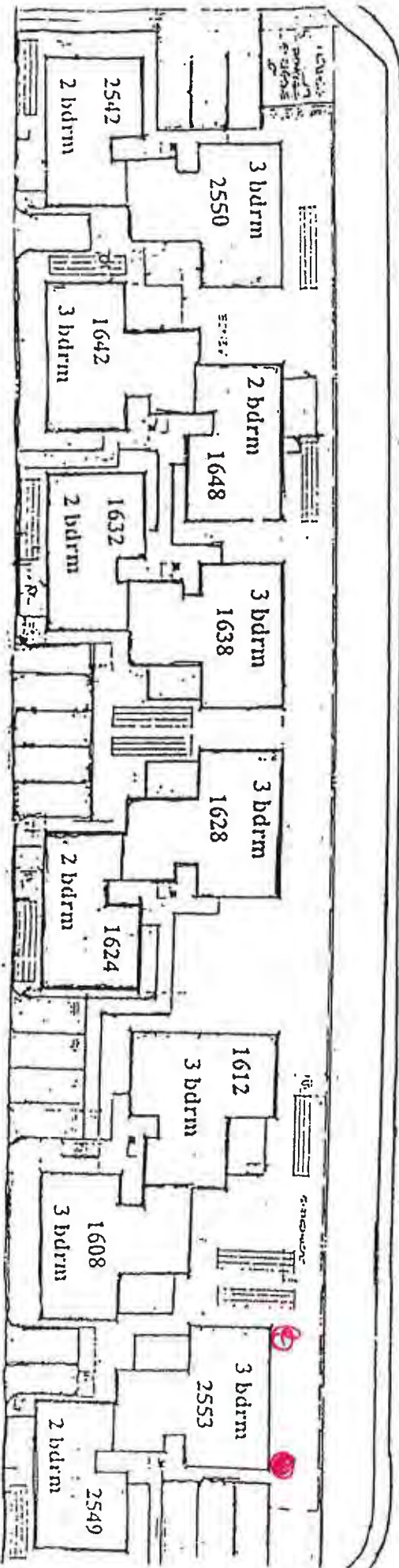
7096 A Suzie St
trim tree from back yard



7082 A Suzie St
trim tree from front yard

Palo Alto
Street

Project 23-12C, Dos Palos

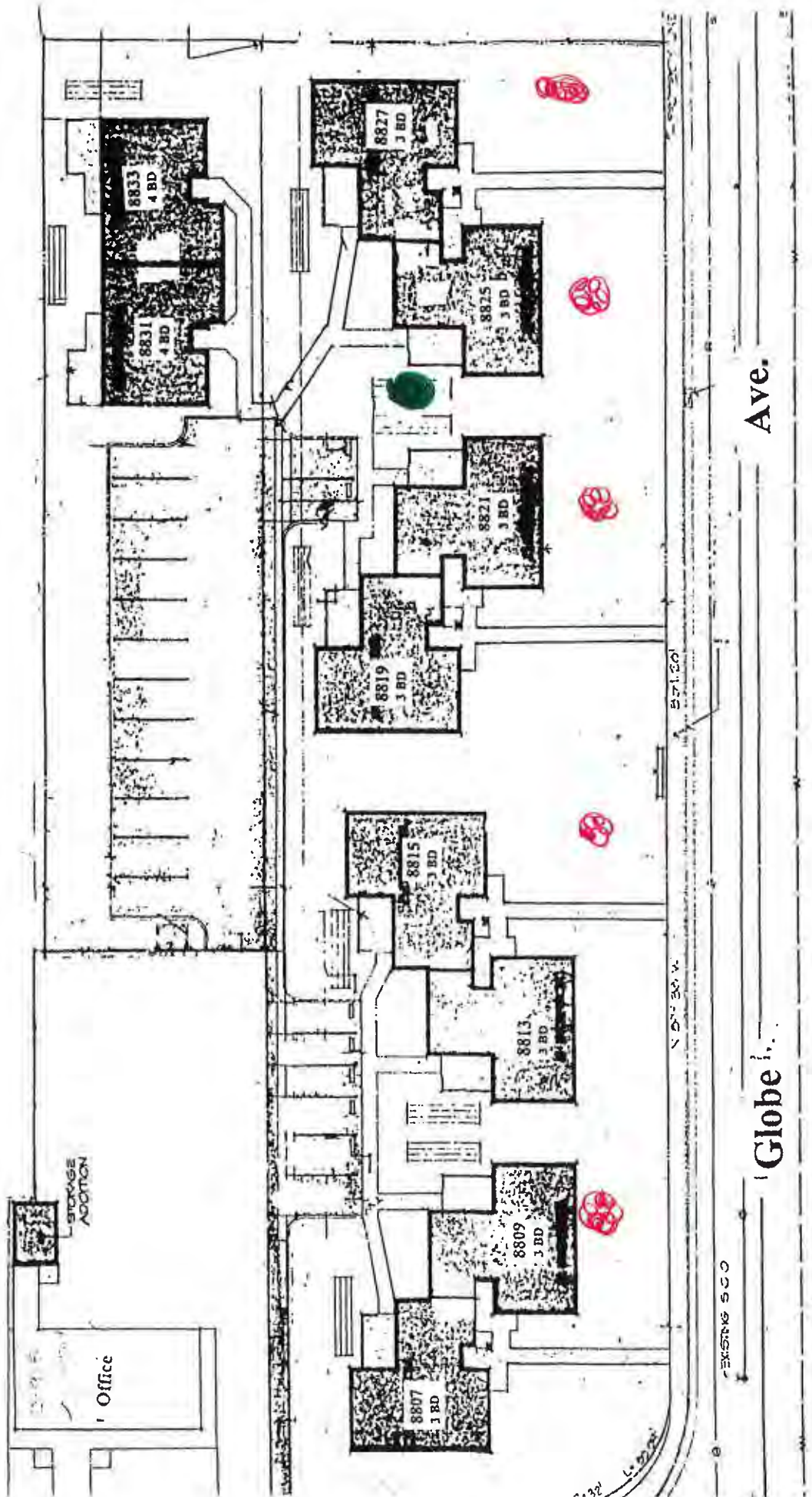


Highway 33

Alleyne Ave.



2549 Almond Dos Palos
remove 2 small palm trees



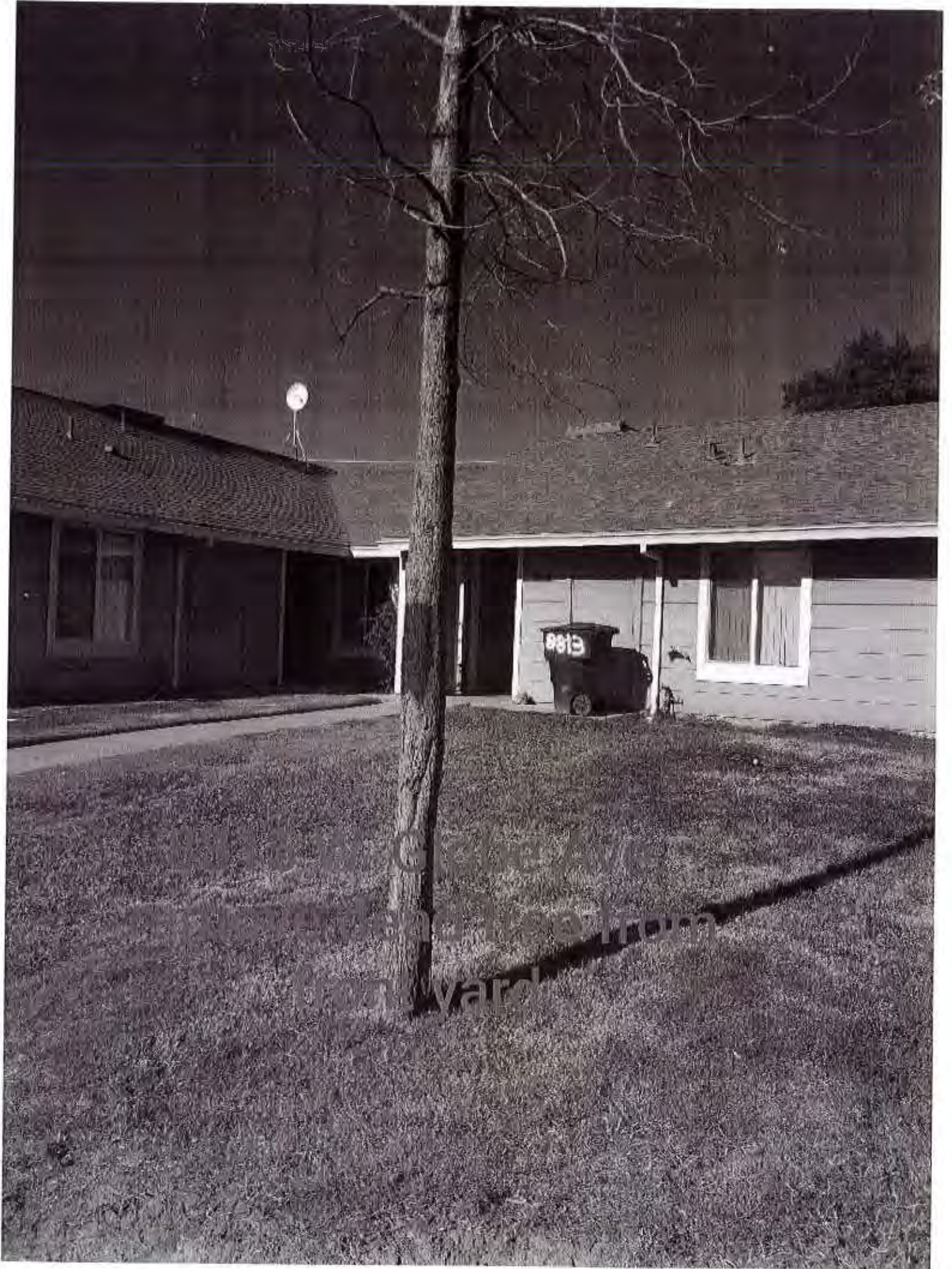


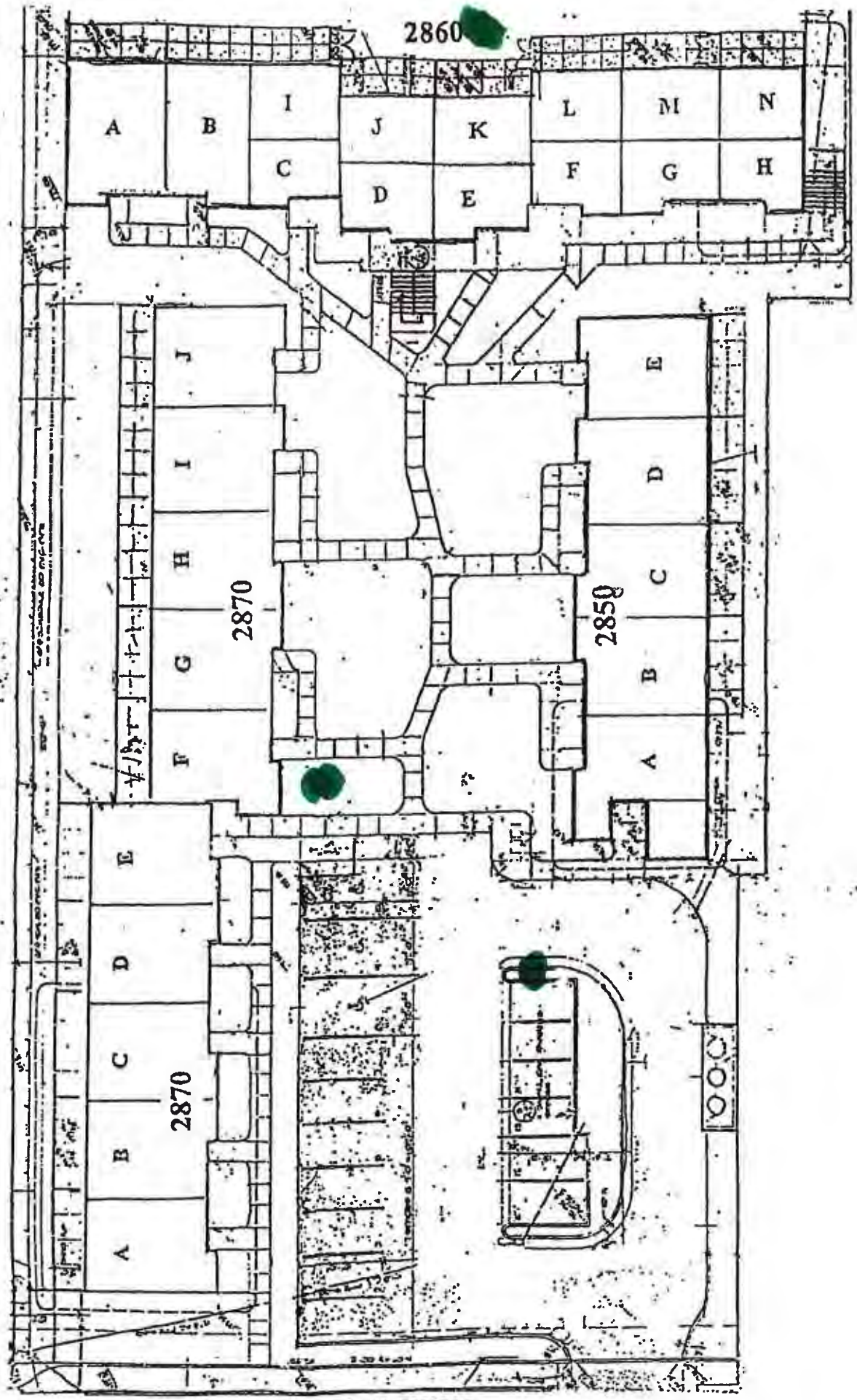
8819 10th St
remove original wall



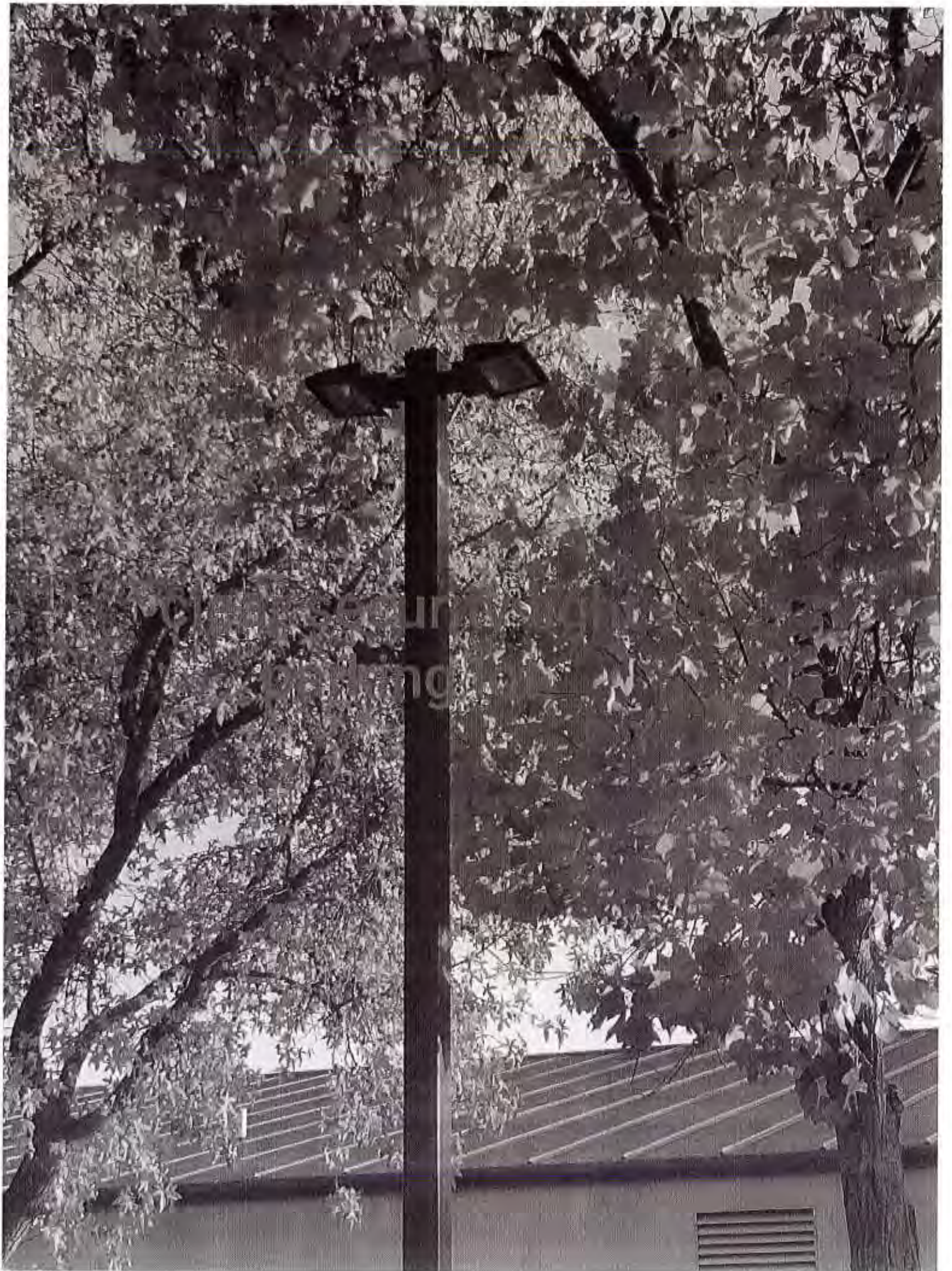
8825 W Globe Ave

trim tree and back yard



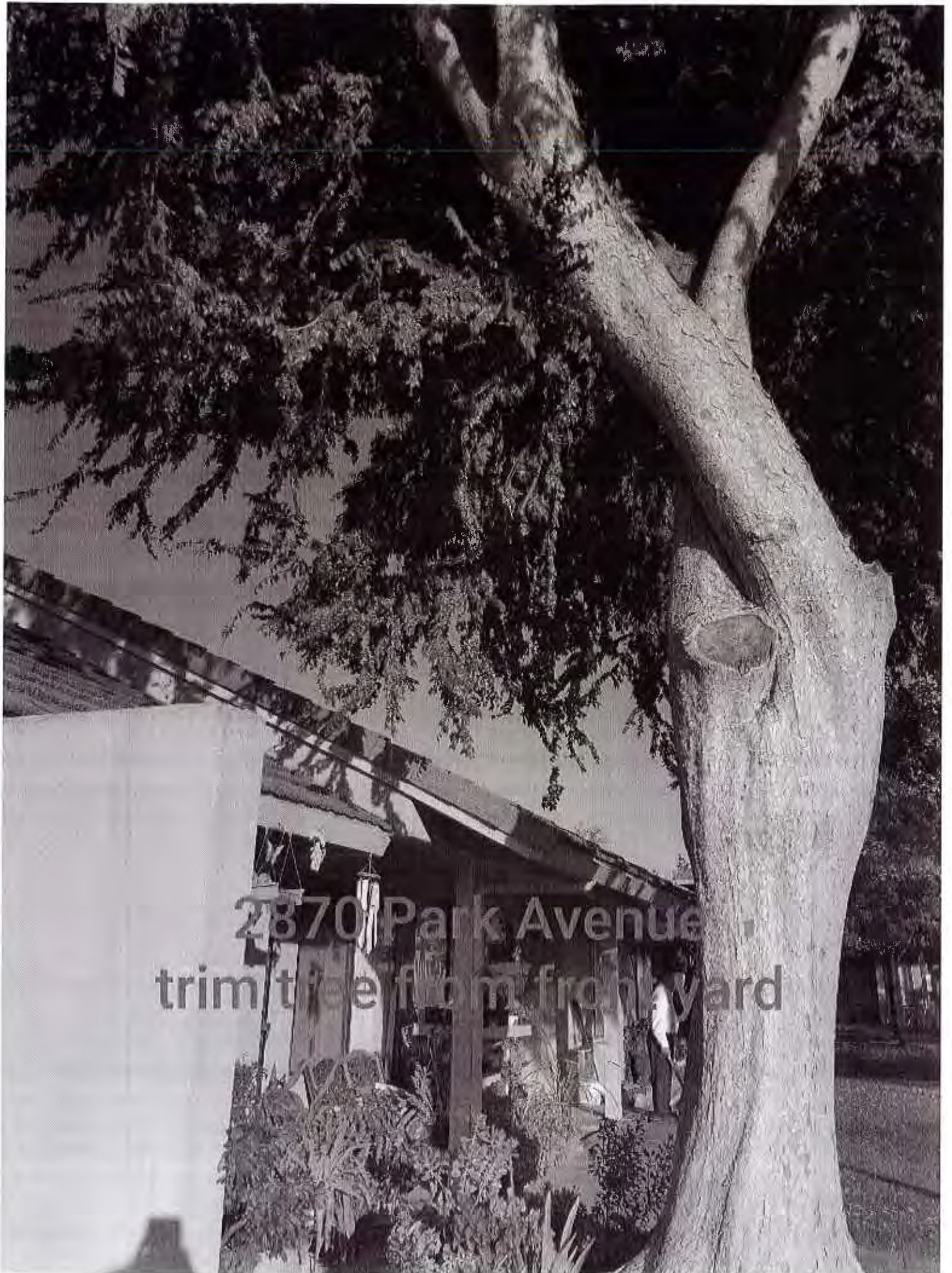


PROJECT 23 - 13





clear security-light.com/1007370
PARK



2870 Park Avenue
trim tree from front yard



845 Garner St
trim tree from front yard

bing maps

Notes





1300 bella
remove tree from back



Housing Authority of the County of Merced

2021

HOLIDAY/FRIDAY CLOSURES

Monday - Thursday 7:30 a.m. to 5:00 p.m.
 Alternating Fridays 7:30 a.m. to 4:00 p.m.



12:00 p.m. Board Meetings



Friday Closures



Federal/State Holidays

JANUARY						
S	M	T	W	TH	F	S
					1	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						

FEBRUARY						
S	M	T	W	TH	F	S
	1	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						

MARCH						
S	M	T	W	TH	F	S
	1	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			

APRIL						
S	M	T	W	TH	F	S
				1	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	

MAY						
S	M	T	W	TH	F	S
						1
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					

JUNE						
S	M	T	W	TH	F	S
		1	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			

JULY						
S	M	T	W	TH	F	S
				1	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

AUGUST						
S	M	T	W	TH	F	S
1	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				

SEPTEMBER						
S	M	T	W	TH	F	S
			1	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		

OCTOBER						
S	M	T	W	TH	F	S
					1	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						

NOVEMBER						
S	M	T	W	TH	F	S
	1	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				

DECEMBER						
S	M	T	W	TH	F	S
			1	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	

*New Year's Day Holiday - Saturday, January 1, 2022