



This Contract # is entered into by the below named Contractor (“Contractor”) and The Housing Authority of the County of Marin (“MHA”), a California public corporation, with its headquarters located at 4020 Civic Center Dr., San Rafael, CA 94903-4173 (“Contract”).

Contractor’s Legal Name: Contractor’s License #: Contractor’s Address:	MHA Contract No. This Contract including attachments consists of pages.
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Project Name:

Job Location:

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, tools, equipment, materials, transportation, storage, and all necessary services to complete the Work as summarized below and as more fully described in Attachment 1: Scope of Work.

Any letters, drawings, specifications, scope or other material attached hereto or referred to herein, as well as the terms and conditions set forth herein, and all attachments shall be deemed a part of this Contract.

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Scope of Work

Attachment 2: HUD Form 5370-C General Conditions for Non-Construction Contracts Section 1 & 2

Attachment 3: HUD Determined Maintenance Wage Rate

COMPLETION: Contractor shall start within 14 days its receipt of MHA’s Notice to Proceed and all Work shall be completed within xxx days of its receipt of MHA’s Notice to Proceed. Time is of the essence.

INSURANCE: Contractor shall maintain insurance in accordance with the Insurance Requirements, Section 11 in General Terms and Conditions.

TERMS OF PAYMENT: In accordance with the Payments provision of the General Terms and Conditions.

CONSIDERATION: As full consideration for satisfactory performance of the Work by Contractor, MHA’s total obligation to Contractor shall not exceed the following amount. This amount is includes but is not limited to all labor, tools, equipment, materials, transportation, storage, all necessary services to complete the Work, and taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a MHA Contract Change Order, fully executed by both MHA’s Contracting Officer and Contractor.

TOTAL: Not to Exceed:

The Work is subject to HUD determined maintenance wage requirements.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT. THIS CONTRACT IS EFFECTIVE UPON SIGNATURE BY BOTH PARTIES.

THE HOUSING AUTHORITY OF THE COUNTY OF MARIN		CONTRACTOR:	
Signature		Signature	
Name	Lewis Jordan	Name	
Title	Executive Director	Title	
Date		Date	



ADMINISTRATION & NOTICES			
MHA Administrator	Kimberly Barnard	Contractor Representative	
Phone	415-250-9565	Phone	
Email	kbarnard@marinhousing.org	Email	
Accounting Reference			
MHA Work Supervisor:	Kimberly Barnard	Phone: 415-450-9565	
INVOICE INSTRUCTIONS: Contractor shall send invoices for each payment when due, showing the Contract	Send ORIGINAL Invoice to:	Marin Housing Attention: Accounts Payable / Kimberly Barnard 4020 Civic Center Dr. San Rafael, CA 94903-4173	
INTERNAL MHA USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Contractor: Send an executed copy to the contractor.	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Manager	

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GENERAL TERMS & CONDITIONS

1. NON EXCLUSIVITY.

THIS IS NOT AN EXCLUSIVE CONTRACT. THIS CONTRACT DOES NOT GUARANTEE CONTRACTOR ANY VOLUME OR DURATION OF WORK.

2. AMENDMENTS; NON-WAIVER.

No modification or change to this Contract, or waiver of any breach or default, shall be binding or effective unless expressly set forth in writing by Change Order signed by the authorized representative of each Party. Waiver by either Party of any breach or default shall not be deemed to be a waiver of any other breach or default of the same or any other requirement, nor shall any waiver of an incident of breach or default constitute a continuing waiver of the same.

3. SUBCONTRACTS.

Contractor shall not enter into subcontracts ("Subcontracts") without the prior written approval of MHA. MHA's approval of any Subcontract shall not relieve Contractor of its obligations to MHA under this Contract. The provisions and obligations of this Contract shall apply to any Subcontract and Contractor shall be responsible to MHA for any damages to MHA arising out of Subcontracts not in accordance with this Contract. Nothing in this Contract shall create any contractual relations between a Subcontractor and MHA.

4. PAYMENTS.

Subject to MHA invoice approval, payment term is Net 30 (thirty) days after receipt of a correct invoice and complete and accepted certified payroll documents. MHA may withhold from the payment any agreed withholding until satisfactory completion of all the Work, or which in MHA's reasonable opinion is necessary to provide security against all loss, damage, expense and liability covered by the indemnity provision. MHA will notify Contractor of any invoice and/or certified payroll deficiencies or will return the invoice and/or certified payroll to Contractor with the deficiencies noted. Contractor shall provide to MHA such documents or information correcting such deficiencies, or for invoices and/or certified payroll.

5. SAFETY.

Performance of Work: Contractor shall plan and conduct the Work to safeguard adequately all persons and property from injury. Contractor shall direct the performance of the Work in compliance with reasonable safety regulations and work practices and with all applicable Federal, State and local laws, rules and

regulations, including, but not limited to, "occupational safety and health standards" promulgated by the U.S. Secretary of Labor and safety orders of the California Division of Industrial Safety. MHA may require Contractor to observe reasonable safety precautions in addition to those in use or proposed by Contractor. Neither the giving of such special instructions by MHA nor the adherence thereto by Contractor shall relieve Contractor of its sole responsibility to maintain safe and efficient working conditions.

Injury and Illness Prevention Program: In performing the Work under this Contract, Contractor acknowledges that it has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including but not limited to Section 6401.7 of the California Labor Code. Contractor shall ensure that any Subcontractor hired by Contractor to perform any portion of the Work under this Contract shall also have an effective Injury and Illness Prevention Program.

Hazardous Materials Warning: The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." MHA uses chemicals on the Governor's list at facilities. Accordingly, in performing the Work or services contemplated under this Contract, Contractor, its employees, agents, and Subcontractors may be exposed to chemicals on the Governor's list. Contractor is responsible for notifying its employees, agents, and Subcontractors that Work performed hereunder may result in exposures to chemicals on the Governor's list.

6. WORKMANSHIP.

In addition to the warranties implied in fact and in law, Contractor warrants that it will perform the Work with the degree of skill and care required by currently prevailing best industry practices. The equipment, material and parts furnished by Contractor, whether or not manufactured by Contractor, shall be of the kind and quality described in the Contract, free of defects in workmanship, material, design, and title, shall be of good and merchantable quality, and shall be fit for its intended purpose. Contractor shall repair or replace at its expense any part of the Work that develops defects due to faulty material or workmanship within a period of three years after being placed in operation by MHA. Contractor shall at its expense repair or replace other work or equipment damaged as the result of the defects, or as a result of the repairing thereof, and hold MHA harmless from repair expenses. Neither acceptance of the Work by MHA nor payment therefore shall relieve Contractor from liability

under the indemnity or any of the guarantees contained in or implied by this Contract.

7. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold harmless MHA, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder, or its failure to comply with any of its obligations contained in the Contract, except such loss or damage which was caused by the sole willful misconduct of MHA.

8. TAX WITHHOLDING.

Contractor represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable law with respect to payments to persons hired by Contractor who perform services for MHA. Contractor shall indemnify and hold MHA harmless, on an after-tax basis, for any liability incurred by MHA as a result of Contractor’s failure to institute any such required withholding.

9. INCIDENTAL AND CONSEQUENTIAL DAMAGES.

MHA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS, COMMITMENTS TO SUBCONTRACTORS, RENTAL OR LEASE AGREEMENTS, AND PERSONAL SERVICE CONTRACTS, UNLESS EXPRESSLY AUTHORIZED IN WRITING BY MHA.

10. LIQUIDATED DAMAGES

It is acknowledged that the Contractor’s failure to complete the Work within the time specified in the Contract, or any extension, will cause the MHA to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by MHA of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, if the Contractor fails to complete the Work within the time specified in the Contract, Contractor agrees that liquidated damages may be assessed and recovered by MHA as against Contractor, without MHA being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to MHA for payment of liquidated damages in the amount of Two Hundred Fifty

Dollars (\$250) for each day that substantial completion is delayed beyond the time provided by the Contract, as adjusted for time extensions provided by the Contract. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to MHA without limiting MHA’s right to terminate this Contract for default as provided elsewhere herein or any other remedies to which MHA may otherwise be entitled to. The Contractor remains liable for damages caused other than by delay.

11. INSURANCE REQUIREMENTS

Each policy must list MHA as a named insured. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X. The Contractor must provide the required insurance at its own expense. Notice of occurrence shall be given to MHA’s Executive Director and, at the option of the Contractor, any other MHA official permitted by law to receive notice. The Contractor and all Subcontractors waive subrogation rights against MHA for all losses. If the Contractor has a “claims-made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

The insurance required shall include all major division of coverage and shall be on a comprehensive general basis including Premise and Operations (including X-C-U), Owner’s Protective (as a separate policy), Products and Completed Operations, and Owned, Non-owned, Leased, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater:

Owner's Protective Liability	Each Occurrence	\$1 Million
	Aggregate	\$2 Million
Commercial Liability	General Aggregate	\$2 Million
Personal Injury and Advertising Limit		\$1 Million
	Each Occurrence	\$1 Million
Automotive-for all owned, non-owned, hired and leased vehicles:	Combined single limit OR	\$1 Million
	Bodily injury- each person	\$100,000
	each accident	\$1 Million



Property damage	each occurrence	\$1 Million
Umbrella	Combined single limit	\$1 Million
	General aggregate	\$1 Million
Worker’s Compensation	Coverage A	Statutory
	Coverage B Each Accident	\$100,000
	Disease-Policy limit	\$500,000
	Disease-Each Employee	\$100,000

The Contractor may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above. Any such amounts must be in addition to the umbrella limits required, must list all underlying policies, and must list MHA as a named insured. Evidence of such excess liability shall be delivered to MHA in the same form and manner as the required insurance policies.

All insurance shall be written on an occurrence basis, unless MHA approves in writing coverage on a claims-made basis. Coverages whether written on an occurrence or a claims-made basis shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment.

Prior to the date of the start of work authorized by the Notice to Proceed, the Contractor shall provide to the Contracting Officer, and/or his/her designee a Certificate(s) of Insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate(s) (Accord Form 25-S or equivalent) is to be received by MHA before work commences.

Certificate(s) of Insurance must provide clear evidence that the Contractor’s insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

Shall clearly identify the Housing Authority of the County of Marin, its officers, officials, employees, agents, Boards and Commissions as Additional Insured.

Shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Additionally, the Contractor shall furnish to the MHA copies of any endorsements that are subsequently issued amending limits of coverage.

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

Submit Certificate(s) of Insurance and any endorsements that are subsequently issued amending limits of coverage to:

Kimberly Barnard
 Housing Authority of the County of Marin
 4020 Civic Center Dr.
 San Rafael, CA 94903
 Email:karnard@marinhousing.org

12. SECTION 3

Section 3 Clause (12 U.S.C. 1701u) (24 CFR Part 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 contact agree to comply with HUD’s regulations in 24 CFR part 135, which implements 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 of job titles subject to hire,

availability of apprenticeship and training positions, the qualifications of 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 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 position, 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 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 Enterprises. 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).

13. ASSIGNMENT.

Contractor may not assign this Contract, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without MHA's prior written consent, this Contract shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

14. COMPLIANCE WITH LAWS.

In performing the Work, Contractor shall comply with all applicable Federal, State and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the Work.

15. CHOICE OF LAWS.

This Contract shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. The venue for any action shall be in the County of Marin.

16. SEVERABILITY.

If any provision of this Contract is determined to be illegal, unenforceable, or invalid in whole or in part, such provision or part thereof shall be stricken from this Contract and shall not affect the legality, enforceability or validity of the remainder of this Contract. If any provision or part thereof of this Contract is stricken in accordance with the provisions of this Section, it shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in intent to the stricken provision as is legally possible.

17. SURVIVAL.

The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, confidentiality and availability of information, shall survive such expiration, cancellation or other termination.

18. ENTIRE AGREEMENT.

This Contract constitutes the entire agreement and understanding between Contractor and MHA as to the subject matter of the Contract and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions, whether oral or written.

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Scope of Work

Attachment 2: HUD Form 5370-C General Conditions for Non-Construction Contracts Section 1 & 2

Attachment 3: HUD Determined Maintenance Wage Rate
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