

Neighborhood House Association



CHAIRPERSON
W. Harold Tuck

PRESIDENT & CEO
Rudolph A. Johnson III

REQUEST FOR PROPOSALS

to provide

Shade Structures

Request # 2010-002

Issue Date: January 21, 2010

Response Due Date: February 16, 2010 by 4:00 pm

Purchasing Agent: Jerome Gissendanner 858.715.2642 ext.183

Request

Neighborhood House Association (NHA) is requesting Proposals for Construction at eleven (11) sites located throughout San Diego County from qualified businesses or individuals ("Respondents") who are interested in providing such services. Respondents must demonstrate the ability to perform the work described in the Scope of Work set forth in this Request and have significant experience successfully performing comparable work.

NHA is not required to engage in a public bidding process to solicit proposals, quotes, information or statements of qualification. This process is not subject to protest or appeal.

This Request is not an offer or commitment to purchase any goods or services or to award or enter into a contract.

Construction services described in this Request are funded under a grant from the American Recovery and Reinvestment Act of 2009 (ARRA). Contractors selected to perform these services must comply with ARRA requirements set forth in Appendix II of the Specimen Contract EXHIBIT C attached hereto.

Information on NHA

Neighborhood House Association is a California nonprofit public benefit corporation and recognized as a 501(c)(3) tax-exempt organization. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families throughout San Diego County. NHA provides services that are designed to improve the quality of life, through programs relating to child development, assisting seniors to live on their own, helping people find jobs, mental health services, housing and rental assistance, and related social services. Established in 1914 as a settlement house to serve the growing immigrant population and incorporated in 1923, NHA programs currently include:

• Head Start	• The Connection (Teen Pregnancy Prevention)
• Housing Counseling	• Project Enable (Mental Health Services)
• HIV/AIDS Services	• Senior Nutrition Center
• Adult Day Health Care	

NHA has a corporate policy on equal opportunity contracting. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request.

Scope of Work for this Request

NHA desires to engage the services of a single firm (Contractor) located within, or with easy access to, the San Diego County area to furnish and to install shade structures at the NHA sites listed on **EXHIBIT A** attached hereto. The scope of work being requested is detailed in **EXHIBIT B** (Scope of Work). (See Attached Folder)

The Contractor selected to provide these services must meet the requirements outlined in the **Response Submittal Requirements** on page 4 of this Request. **Services must be performed in accordance with the specifications, terms and conditions of a written contract.** A Specimen Contract **EXHIBIT C** describing NHA's standard contract terms and conditions is attached hereto.

The projected finish date for work on this project is June 15, 2010.

Response Requirements and Content

Prior to submitting a response, the Respondent must carefully review this Request and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed to respond. The Respondent is solely responsible for any deficiencies in the response submitted.

The Respondent must review the terms and conditions set forth in the specimen contract attached hereto and, in the submittal, specifically identify any provisions the Respondent finds unacceptable or desires to negotiate.

The Respondent is solely responsible for all costs, direct or indirect, incurred in responding to this Request. NHA will incur no obligation or liability in connection with the submittal of a response.

A responsive submittal must include the following:

- a completed and signed NHA Request Response Submittal Form **EXHIBIT D** attached hereto.
- a brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise, and resumes for principals or employees who would perform the Services in this Request, *or* in the case of an individual Respondent, a detailed personal resume or curriculum vitae
- a list of current and former clients to whom the Respondent has provided services similar or comparable to those described in this Request, and contact information (name and telephone or email address) for at least three (3) clients from whom NHA may obtain references. Respondent must clearly identify any business relationship the Respondent believes may give rise to a conflict of interest if selected to provide the Services in this Request
- a detailed listing and description of experience, specialized training, and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Request
- information demonstrating the Respondent's commitment to equal opportunity, such as efforts related to workforce diversity or contracting
- a completed and signed Acknowledgement of ARRA Wage Rate Requirements **EXHIBIT E** attached hereto.
- any other relevant information that Respondent believes would assist NHA in evaluating the submittal

Alternates/Deviations. A Respondent may recommend consideration of alternate or additional services or material not identified in this Request or deviations from the Scope of Work in this Request that Respondent believes will enhance the specified Services or more successfully achieve the outcome sought by this Request. Any alternates or deviations must be separately listed and described; however the submittal also must be responsive to the Scope of Work described in this Request.

Proprietary Information. Certain documents in NHA's possession are subject to inspection and copying pursuant to the Federal Head Start regulations; however, the regulations do not require disclosure of proprietary information that constitutes a trade secret under California law. NHA will attempt to protect legitimate proprietary information included in any submittal, but shall not be liable for the disclosure of any proprietary information.

Proprietary information included with a response submittal must be separately bound and clearly labeled with the words "Confidential Proprietary Information." Appropriate reference to this separately bound information must be made in the body of the submittal. ***Marking the entire submittal as proprietary will result in it being rejected and returned to the Respondent unread.***

Response Submittal Requirements

1.1 SUBMITTALS

- 1.1.1 Product Data: The Contractor shall submit within (20) calendar days after receipt of "Notice of Award" complete sets of material and equipment submittals, including;
- 1.1.2 Shade Structure's manufacturer and manufacturer's representatives' name(s) business address(s), phone number and address work or questions.
- 1.1.3 Plan view drawings and three-dimensional renderings with model numbers.
- 1.1.4 Detailed component list with numbers and catalog description.
- 1.1.5 Written material specifications for all components.
- 1.1.6 Drawings for the method of installation or application to structure.
- 1.1.7 Copy of manufacturer's warranty in certificate format.
- 1.1.8 Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without written authorization of the NHA's representative.

1.2 PRODUCTS

- 1.2.1 Products: The layout shown in the plan view is based upon equipment and measurements from the Contractor or their representative(s). All dimensions, surrounding obstructions, etc. shall be responsibility of the Contractor or their representative to take into consideration when designing and setting equipment. Reasonable variations in size/height (no more than +/- 10% and manufacturer's standard colors may be allowed at NHA's direction. Color schemes are to match as closely as possible to the originally specified colors.
- 1.2.2 Modifications: Any expense of modification, adjustment or revision required to ensure compliance or furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.

1.3 WARRANTY/GUARANTEE

- 1.3.1 The equipment manufacturer shall warranty material and workmanship against defects, from the date of manufacturer's final invoice, for the period of time as follows:
- 1.3.2 **LIMITED LIFETIME WARRANTY** on all aluminum posts, steel posts, clamping/fastening system, and associated fastening hardware

- against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
- 1.3.3 **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel or composite support legs against structural failure caused by corrosion, defective materials or defective workmanship.
 - 1.3.4 **LIMITED TEN (10) YEAR WARRANTY** on all steel, aluminum or fabric components against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.
 - 1.3.5 **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above against structural failure caused by defective materials or defective workmanship.
 - 1.3.6 Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.
 - 1.3.7 These limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.
 - 1.3.8 The Contractor shall guarantee installation workmanship for a period of one (1) year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating, manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to NHA.
 - 1.3.9 Provide copy of Contractor's installation warranty on company letterhead and dated.

PART 2 MATERIALS

- 2.1.1 **COLOR SCHEDULES:** Submit color schedules with estimate centering around forest green fabric and beige tones for the majority of support parts.
- 2.1.2 **DOCUMENTATION:** The following documents will be provided prior to final acceptance of equipment: Printed installation instructions, written in English, shall be provided by the manufacturer, and shall include detailed, footing drawings where applicable, as well as sequential assembly instructions to assure proper installation of the playground equipment, structure or modular unit(s).

Equipment must be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer's installation instructions. If not installed by manufacturer-certified installer, the equipment shall be inspected after installation by NHA safety department.

A comprehensive maintenance kit by the manufacturer shall be provided and shall include an inspection checklist for the shade structure, recommended maintenance with frequency interval for each shade structure component, replacement parts list for each component with part number, a rendering of each component for the maintenance record book with its own divider and recommended maintenance checklist, and a binder clearly labeled, shade structure maintenance records.

Contractor shall provide NHA with one copy of the complete manufacturer's installation instructions and maintenance kit if provided. It is the Contractor's responsibility to secure the installation instructions from the installer.

CLEAN-UP: The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Materials may be stored on site during installation with appropriate protective measures and approval by NHA's representative.

Performance/Payment equal to the value of the contract must be in force prior to work commencement.

A copy of current certifications/licenses must be submitted with proposal(s).

In order to ensure a consistency in the interpretation of the scope of work, NHA will schedule site visits where all prospective vendors will be able to view, clarify any issues and receive site-specific instructions at the same time. It will be the responsibility of the each prospective vendor to supply a detailed and dimensioned drawing depicting the following with their proposals:

Clarifications. Requests for clarification of this Request must be directed to Jerome Gissendanner, Purchasing Agent and submitted in writing, by facsimile to 858-715-2671 or by E-mail to jerome@neighborhoodhouse.org prior to the submittal deadline of February 16, 2010.

Addenda. Any material changes to this Request resulting from either a request for clarification or a business decision of NHA will be issued in written form in the same manner this Request was advertised. All changes in such addenda shall supersede or supplement this Request. Respondents are solely responsible for determining whether any addenda have been issued prior to submittal of a response.

Response Submittal Package. Respondent must submit the following documents in a sealed envelope:

- Three (3) signed original and three (3) copies of the NHA Request Response Submittal Form attached hereto
- Three (3) copies of a typed or printed document on 8½ x 11 white paper that is a compilation of all of the information set forth in the Response Requirements and Contents.

The envelope must be addressed as follows:

Neighborhood House Association
Attn: Jerome Gissendanner, Purchasing Agent
Procurement Division – Request # 2010-002
5660 Copley Drive
San Diego, CA 92111

Submittal Deadline. Submittals must be received by **4:00 pm (PST)** on February 16, 2010.

Submittal Methods. Submittals may be sent by U.S. or private delivery mail service or by personal delivery to NHA's Administration Offices. Submittal by E-mail, in PDF format, will be accepted provided the signed original NHA Request Response Submittal Form is received within twenty-four (24) hours after the submittal deadline. Proposals received after the submittal deadline may be rejected.

Withdrawal of Submittal. A Respondent may withdraw its proposal by written request at any time prior to the submittal deadline. NHA will destroy, not return, the submittal package.

Selection Process

This Request is seeking to identify the entities and persons most qualified to provide the Services. NHA, at its sole discretion, will determine which Respondents are most qualified to provide the Services, based on the information in the response submittals and input from references provided. These Respondents may be asked to interview with NHA representatives and respond to questions regarding the submittal response. NHA may elect to negotiate pricing with one or more of the best-qualified Respondents. NHA, at its sole discretion, will make its final selection of the Respondent whose experience, expertise, reputation, capabilities, past performance and cost is determined to be most advantageous to NHA.

NHA's decision is final and is not subject to any form of administrative review, appeal or protest.

Contracting Process

Neither this Request nor the selection of a Respondent will create a binding commitment on NHA. Upon completion of the selection process, NHA will award a contract to the party whom it elects to provide the Services in this Request. A binding commitment will only occur when a contract between NHA and the successful Respondent has been fully executed.

Disclaimers

NHA anticipates a single contractor will be selected as a result of this Request; however, NHA reserves the right, at its sole discretion, to award contracts to multiple contractors. NHA further reserves the right, at its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request.

Attachments

The following documents are attached hereto and incorporated herein:

- ***EXHIBIT A - List of NHA Sites***
- ***EXHIBIT B – Detailed Scope of Work (Folder)***
- ***EXHIBIT C – Specimen Contract***
- ***EXHIBIT D - NHA Request Response Submittal Form***
- ***EXHIBIT E – Acknowledgement of ARRA Wage Rate Requirements***

EXHIBIT A

Altadena

3778 Altadena Ave
San Diego, CA 92105

ECC

4344 OceanView Blvd
San Diego, CA 92113

Miller

4343 Shields St
San Diego, CA 92124

Walker

9225 Hillery Drive
San Diego, CA 92126

Chollas View

918 N. 47th Street
San Diego, CA 92102

Jackie Robinson

151 YMCA Way
San Diego, CA 92102

New Life

766 28th St.
San Diego, CA 92102

41st Street

841 S. 41st Street
San Diego, CA 92113

Clairemont Mesa

4271 Clairemont Mesa Blvd
San Diego, CA 92117

Loma Portal

2906 Cadiz St
San Diego, CA 92110

Skill Center

6285 University Ave
San Diego, CA 92115

EXHIBIT B
(See Folder attached to this File)

EXHIBIT C



Chairperson
W. Harold Tuck

President and CEO
Rudolph A. Johnson, III

SPECIMEN CONTRACT, REQUEST #2010-002

**CONTRACT FOR CONSTRUCTION
between**

**THE NEIGHBORHOOD HOUSE ASSOCIATION
and**

Contract No. _____

This Contract for Construction (the "Contract") is entered into effective [Effective Date], by and between The Neighborhood House Association (NHA), a California non-profit public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, California 92111 ("Corporation") and _____, a _____ with primary offices located at _____ ("Contractor").

RECITALS

WHEREAS, the Corporation is contracted through the Federal Department of Health & Human Services to provide a variety of comprehensive health and social services, including Head Start services, to communities within San Diego County;

WHEREAS, the Corporation has been awarded Federal funds, pursuant to Public Law 111-5, commonly referred to as the American Recovery and Reinvestment Act of 2009 (ARRA), to be used to implement quality improvements for the benefit of the Head Start program and its enrollees;

WHEREAS, the Corporation operates and manages the Head Start center(s) (the "Centers") referenced in the document entitled "Detailed Scope of Work", which is attached hereto as **APPENDIX "I"** and incorporated herein by this reference, and desires to procure the services of a qualified, construction firm to purchase and install the Shade Structure(s) referenced in **APPENDIX "I"**, at the Center(s);

WHEREAS, Contractor (i) has experience in the construction required to successfully complete the improvements desired by Contractor, (ii) has submitted its proposal to complete the "Work", defined below, and (iii) has been awarded the Contract by Corporation.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the foregoing Recitals, which are specifically incorporated herein by this reference, the parties agree as follows:

SECTION 1. SCOPE OF WORK. Contractor agrees to provide all necessary procurement, excavation, demolition, layout, installation of appurtenances and accessories required to complete all

tasks referenced in the document entitled “Detailed Scope of Work”, attached hereto as **APPENDIX “I”** (hereinafter, the “Project”). In the event of any conflict between the terms and conditions of this Contract and any documents incorporated herein by reference, including but not limited to Contractor’s Proposal(s), this Contract shall prevail to the extent of such conflict. The Project shall be completed in accordance with the specifications, terms and conditions set forth in this Contract, including the Scope of Work (“Work”), as follows:

1.1 Project Design/Build Drawings. Contractor’s Work shall include, but not be limited to the following standards:

1.1.1 Contractor shall construct and deliver the best possible Project in accordance with the time, monetary and quality parameters set forth in this Contract and, to the extent applicable, comply with each of the following:

- (a) Construct the Project on time and within the “MCC”, referenced in Section 4.1 below, working closely with Corporation’s Project Manager, referenced in Section 5.2 below, throughout the Project;
- (b) Perform all construction on the Project utilizing contractors appropriately licensed by the California Contractors State License Board;
- (c) Take all reasonable steps during the course of construction of the Project so as not to interfere with the ongoing operations of the Center(s);
- (d) Take all necessary precautions not to interfere with pedestrian and vehicular access or Project site safety; and, to the extent applicable, install safety fencing as required to keep pedestrians, Center staff and children out of Contractor’s work area(s);
- (e) Control dust, odors and noise in accordance with the provisions of the Standard Specifications for Public Works Construction and this Contract.
- (f) Provide security to protect the Center from damages that may result from contiguous construction of the Project and to protect Center visitors and employees from danger at or in the Project site; &
- (g) Use reasonable care to avoid damaging existing structures and equipment adjacent to the Project site and replace or repair any damaged property.

1.1.2 Permit(s) may be required to load/unload products from the street and will be the responsibility of the Contractor, including its installer(s), to schedule, pay, obtain and keep valid for the time of installation, until Corporation’s acceptance of the Project.

1.1.3 Contractor’s Work shall include obtaining all required permits, drawings for approval, inspections required by city, county or state departments or required approvals of agencies.

1.1.4 Contractor shall provide administration, supervision and coordination of all services.

1.1.5 Contractor shall review construction documents with governmental authorities having jurisdiction over the Project, if required.

1.1.6 Contractor shall notify the Corporation, in writing and within two (2) business days, whenever Contractor reasonably believes that the cost of the Project is likely to exceed the MCC and include in said notice:

- (a) An itemized cost breakdown estimate; and
- (b) A list of recommended revisions which Contractor believes would bring Project within the MCC.

Contractor agrees to assist Corporation in reviewing the itemized cost breakdown and recommend revisions so that Corporation can revise the scope of the Project so that the MCC is not exceeded.

1.1.7 Contractor shall not engage in any activities that exceed 100 decibels (loud noises) during the hours of 12:00 pm to 2:00 pm Monday through Friday, unless otherwise permitted by Corporation's Project Manager, in writing.

1.1.8 Contractor shall clean up and remove all construction related debris at the end of each day (shift). Contractor shall provide a thorough sweeping (and to the extent applicable, a wash down) of the entire Project construction site at the end of each workweek.

1.1.9 Contractor shall provide hoisting for construction materials and debris if necessary.

1.1.10 Contractor shall provide protection from rain leaks throughout the work site during the construction process.

1.1.11 Contractor is to obtain all required city permits for all work to be accomplished at the Center.

1.1.12 Contractor shall dispose of all demolished or removed material according to city, state and federal regulations.

1.1.13 Contractor shall provide sanitation facilities for its workers.

1.2 Contractor Submittals. Contractor agrees to provide and deliver to Corporation the following items:

1.2.1 Product Data: Contractor shall submit within twenty (20) business days after receipt of "Notice of Award" complete sets of the material and equipment submittals, including:

1.2.1.1 Project material and equipment information disclosing manufacturer and manufacturer's representative's name(s), business address(es), phone number and address for warranty work or questions.

1.2.1.2 Plan view drawings and/or three-dimensional (3D) renderings which shall include, if applicable, all model numbers, descriptive labels (including component names) and notations of compliance with the above guidelines.

1.2.1.3 Detailed component list with model numbers and catalog descriptions.

1.2.1.4 Written material specifications for all components.

1.2.1.5 Copy of manufacturer's warranty, in certificate format.

1.2.2 Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There shall be no deviation from the approved submittals without written authorization from the Corporation's Project Manager.

1.3 Project Products. Contractor agrees the Project shall comply with the following:

1.3.1 Products: The Scope of Work is based upon equipment and measurements from the Contractor and or their representative(s). All dimensions, surrounding obstructions, etc. shall be the responsibility of the Contractor and its representative(s) to take into consideration during completion of the Project, including the designing and setting of materials and equipment.

1.3.2 Modifications: Any expense of modification, adjustment or revision required to ensure compliance of furnished equipment to specified equipment and landscape design shall be the sole expense and responsibility of the Contractor.

1.4 Contractor Reporting Notice. Upon request by Corporation's Project Manager, and in accordance with Federal Acquisition Regulation (FAR) 4.1500 – which implements (1) Section 1512(c) of Division A of ARRA (Pub. L. 111-5), Contractor shall furnish to the Corporation a written report which includes any or all of the following information, within a commercially reasonable timeframe:

- (a) The dollar amount of Contractor's, and its subcontractors';
- (b) The supplies delivered and services performed by Contractor, and its subcontractors;
- (c) An assessment of the completion status of the Project;
- (d) An estimate of the number of jobs created and the number of jobs retained as a result of the compensation earned by Contractor hereunder;
- (e) Names and total compensation of each of the five most highly compensated officers for the calendar year in which the Contract is awarded; and
- (f) Specific information on first-tier subcontractors.

Contractor's obligation under this Section 1.4 shall survive the termination or expiration of this Contract.

SECTION 2. MATERIALS

2.1 Contractor must have all materials available prior to beginning the Work. **DELIVERY INSTRUCTIONS MUST BE COORDINATED WITH CORPORATION'S PROJECT MANAGER PRIOR TO ANY ON-SITE DELIVERIES TO THE CENTER(S).** All on-site storage/delivery sites must be approved by the Corporation in writing. Where a specific manufacturer, trade name or material is specified or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use a manufacturer, trade name or material other than specified, it shall request approval of such substitution in writing to the Corporation's Project Manager, not later than five (5) days prior to delivery of such materials. Items found acceptable will be approved by a duly authorized addendum issued by the Corporation. The Corporation reserves the right to reject or accept substituted materials submitted at its sole discretion.

SECTION 3. TIME OF PERFORMANCE.

3.1 Work Schedule. Within twenty (20) calendar days following Contractor's receipt of the Notice of Award, Contractor shall prepare, for Corporation's approval, a schedule for the completion of the Work ("Work Schedule") which shall have incorporated all major milestones for the work to be performed, commencement of work, sequence of work, days scheduled to be on the Project site, Substantial Completion and Final Completion. Contractor shall identify and incorporate in the Work Schedule, all operational impacts involving interruptions of building systems or interference with events occurring in the building or vicinity.

3.2 Commencement/Completion. ***TIME IS OF THE ESSENCE*** with respect to all provisions of this Contract that specify a time for performance. The parties acknowledge and agree that any delay in the

completion of the Project shall constitute a material breach of this Contract. Contractor shall commence performance of the Work within twenty-four (24) hours of the Corporation's issuance of a written Notice to Proceed, or Letter of Intent. **Contractor shall complete the Work no later than June 15, 2010.**

3.3 Work Hours Available for Construction. Contractor shall perform the Work Monday through Friday (with weekend work available, with prior written approval by Corporation's Project Manager), within the hours of 7:00 am to 6:00 pm, unless otherwise approved by the Corporation, in writing.

SECTION 4. COMPENSATION AND PAYMENT.

4.1 Maximum Contract Cost. The total compensation payable to Contractor pursuant to this Contract shall not exceed **Maximum Contract Cost To-be-determined** ("Maximum Contract Cost" or "MCC"). The MCC includes all fees and costs, including inspection fees, shipping and handling fees, labor costs, and the cost of materials, goods and equipment used to perform the Work.

4.2 Contractor Guarantee. Contractor guarantees that it can perform the Work and complete the Work within the MCC and understands that the Corporation shall have no obligation or liability to compensate Contractor for any additional cost above the MCC that may be required to complete the Work as required by this Contract, except as provided herein.

4.3 Change Orders. In the event the Corporation determines to change the Scope of Work to either delete or add work to be performed by Contractor or the materials to be provided for the Work, Contractor shall prepare a Change Order setting forth in detail the changes to the Scope of Work, the cost associated with the changes, and the amount by which the MCC will decrease or increase. Corporation shall have the right to approve or disapprove the Change Order.

4.4 Method of Payment. Upon Contractor's submission to the Corporation of satisfactory proof of placement of the equipment order for the items required under this Contract, the Corporation agrees to pay Contractor an amount equal to _____ percent (___%) of such order. Further payments will be made for satisfactorily completed work ("Progress Payment"), subject to Corporation's retention of ten percent (10%) of the amount billed by Contractor (the "Retention"). **Contractor shall submit monthly invoices for Progress Payments using a format acceptable to the Corporation that includes each the following:**

- (a) Detailed statement of the Work covered by the billing and percentage of work completed to date;
- (b) Detailed statement of the amount being billed, less a deduction of the Retention;
- (c) **The Purchase Order Number (referenced in the Notice to Proceed Letter authorizing Contractor to begin the Project);** the amount of the original MCC; all change orders separately identified by number and amount; the total amount billed to date (including the current billing); and the percentage of the MCC billed to date (including the current billing);

Contractor shall submit duplicate invoices to:

**The Neighborhood House Association
Attn: Procurement Department
5660 Copley Drive, San Diego, California 92111**

The Corporation agrees to remit payment to Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

- (d) Weekly copies of payrolls for Contractor, and any subcontractors performing Work on Contractors' behalf hereunder. Each weekly payroll submission must be accompanied by a "Statement of Compliance." All payroll submissions shall be complete and contain the correct information required, which includes specifying the classification(s) for each employee working on the Project and their labor classification, as defined by the Secretary of Labor. Partial Social Security Numbers and omission of home addresses are recommended for security of personal information. Each laborer or mechanic must be paid in full for the weekly wages earned. Each laborer or mechanic must not be paid less than the applicable prevailing wage rates and fringe benefits. This information may be faxed or mailed to NHA's Procurement Department.

4.5 Disallowed Costs and Withheld Payments. Corporation shall have the right to disallow any costs that are improperly or incorrectly billed, or exceed the payment schedule. Corporation shall have the right to withhold payments due Contractor, such amounts as in its judgment may be necessary to cover:

- (a) Valid claims for payment for labor or materials furnished by third parties for the Work;
- (b) Correction of defective work which Contractor has failed to correct; and/or
- (c) Costs associated with completing the Work when it reasonably appears that the unexpended funds for the Work are insufficient to cover the cost of completion.

When the cause for withholding the funds has been addressed to the Corporation's satisfaction, the withheld funds shall be paid to Contractor.

4.6 Pre-requisites to Payment of Retention. Corporation shall pay Contractor the Retention when Contractor has achieved Final Completion of the Work and:

- (a) The Corporation has inspected and accepted the Work, as described in Section 5.7 below;
- (b) Contractor has submitted to Corporation all required written guarantees, including but not limited to documentation evidencing to the Corporation that all of Contractor's subcontractors and agents utilized in connection with the Project have been fully paid, and accordingly, that all mechanics liens filed against the Center(s), or such other real property connected with the Corporation, be removed;
- (c) Contractor has prepared and submitted to Corporation a statement executed under penalty of perjury, stating that: (a) Contractor has fully paid all persons performing labor or other Work on the Project, including all firms supplying the materials, and all subcontractors providing labor and/or materials for the Work; and (b) that there are no unpaid bills for either labor or materials, except specific disputed items or claims (which must be set forth in the statement). Contractor's obligation under this provision shall survive the termination or expiration of this Contract;
- (d) Notice of Completion of Work has been filed.

SECTION 5. GENERAL PERFORMANCE OBLIGATIONS OF CONTRACTOR.

5.1 General Standards; Site Examination. All Work shall be performed as described in this Contract and in accordance with industry standards for the type of Work being performed. Contractor has satisfied itself as to the nature and location of the Work, the kind and type of equipment, facilities and materials needed to perform the Work, and all other matters, which may in any way, affect the Work.

Contractor agrees that the MCC is based on its examination of the site and that it will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination.

5.2 Project Managers. The parties' respective designated representatives shall be the day-to-day contact persons during Contractor's performance of the Work. Contractor's Project Manager shall be its _____, or such other person Contractor designates in writing. Corporation's Project Manager shall be its **Vice President, Administrative Services,** or such other NHA employee that Corporation's Project Manager designates in writing. During the term of this Contract, Contractor agrees to consult with Corporation's Project Manager regarding the format of any final report(s) and deliverables and the adequacy of the Work performed by Contractor. All submittals required of Contractor shall be delivered to Corporation's Project Manager; however, Corporation's Project Manager (or its designee), may not (i) award, renew or terminate this Contract; (ii) agree to, or sign any modifications to the Contract; or (iii) obligate NHA for payment outside the scope of the Contract.

5.3 Injury to Persons; Damage to the Center(s) or Corporation's Equipment. Contractor shall be solely liable for any death or bodily injury, or any damage to the Center(s), including the contents therein, or Corporation's Equipment, caused by Contractor, its subcontractors, its agents and/or employees, in connection with performing the Work. Contractor shall, at its own expense, promptly cause any damage to be repaired. In the event of irreparable damage, Contractor shall promptly replace what was irreparably damaged.

5.4 Shutdown of Building Systems. Contractor shall identify any requirements for shutdown of building systems, including but not limited to the life safety system, within the Progress Schedule. Said shutdown of building systems must also be specifically approved by Corporation twenty-four (24) hours prior to such shutdowns.

5.5 Regulations. Before commencing the Work, Contractor shall procure all necessary building permits and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any Federal, State, or local governmental agency relating to the performance of Work herein. Contractor agrees to indemnify the Corporation from liability or penalty that might be imposed by reason of an asserted violation of such laws, ordinances, codes and regulations. Upon completion of the Work, Contractor shall submit to the Corporation original Certificates of Inspection and Acceptance.

Contractor shall obtain any required building permits. Contractor agrees to comply with all other laws, ordinances, codes and regulations now or hereafter in effect promulgated by any Federal, California or local governmental agency relating to the performance of work herein.

5.6 Safety. Contractor agrees to protect its Work (in progress and completed) and be responsible under all circumstances for its condition until the Corporation's acceptance of the entire Project and to reasonably protect the Corporation's facility, property, employees and the public from damage or injury. Contractor shall abide by all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed as well as all safety rules issued by the Corporation from time to time.

5.7 Inspection and Acceptance. The Corporation shall have access to and the right to inspect all material, equipment and progress during the course of performance of the Work. Contractor shall replace, without charge, any material or correct any workmanship found by the Corporation, or its agents, not to conform to the requirements of this Contract unless the Corporation consents to accept such material or workmanship with an appropriate reduction in the price.

5.8 Warranty/Guarantee. Contractor shall ensure that the equipment manufacturer(s) it selects warranty material and workmanship against defects, from the date of manufacturer's final invoice, for the

period of time as follows:

5.8.1 **LIMITED LIFETIME WARRANTY** on all aluminum deck posts, steel deck posts, clamping/fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.

5.8.2 **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel or composite support legs against structural failure caused by corrosion, defective materials or defective workmanship.

5.8.3 **LIMITED TEN (10) YEAR WARRANTY** on all steel or composite playground components including railings, climbers, rugs, steps against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.

5.8.4 **LIMITED TWO (2) YEAR WARRANTY** on main support and deck materials, play planet fasteners, clamp nuts and bolts, surfacing products and materials against structural failure caused by corrosion, defective materials or defective workmanship.

5.8.5 **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above against structural failure caused by defective materials or defective workmanship.

5.8.6 **LIMITED ONE (1) YEAR WARRANTY** on all products furnished by Contractor for the Project against structural failure caused by defective materials or defective workmanship.

5.8.7 Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

5.8.8 These limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.

5.8.9 The Contractor shall guarantee installation workmanship for a period of one (1) year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating, manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to NHA.

5.8.10 Contractor shall provide Corporation's Project Manager with a copy of Contractor's installation warranty on company letterhead and dated.

5.9 Title to the Work. The title to all Work accepted at the Center(s) and all materials, for which Corporation has paid Contractor, shall be in Corporation. Title and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in Contractor.

5.10 Electrical Power and Water. To the extent applicable, Corporation agrees to use its best effort to provide Contractor with convenient access to electrical power and cold water required to perform the Work. The electrical outlets and water sources used by Contractor shall be those designated or approved by the Corporation.

5.11 Site Supervision. Contractor shall ensure that a superintendent is present and supervising Contractor's employees at all times while Work is being performed.

5.12 Apprentices. Apprentices of any crafts or trade may be employed and when required by California Labor Code, Article 3, Section 1777.5, provided they are properly indentured to the Contractor in full compliance with provisions of the stated Labor Code. The prime contractor shall bear the responsibility of compliance with Labor Code Section 1777.5 and for all apprenticeship occupations and agrees to comply with that section.

5.13 Prevailing Wage Requirement. Notwithstanding any other provision of law, and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by Contractor, and such personnel employed by the subcontractor(s) hired by Contractor, performing Work hereunder shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

5.14 Hours of Work. It is Contractor's responsibility to be fully aware of and comply with State law pertaining to legal days worked as provided in California Labor Code, Article 3, §§ 1810, et seq. Hours and days may be adjusted as schedule of events allows and with adequate advance approval to the Corporation. The projected windows for work are: 7:00 AM until 6:00 PM, unless otherwise notified by Corporation's Project Manager.

5.15 Employee Identification. Contractor shall issue identification badges and/or uniforms that shall be worn by Contractor's employees when present in or around the Center(s). Contractor's employees shall maintain identification that, at a minimum, displays the employee's picture, name and Contractor's name. When performing the Work, all employees of Contractor shall wear uniforms that bear the company name and/or logo.

5.16 Center Access. Contractor shall **not** be provided access to the Center(s) in connection with performing the Work. Access to the Center(s) and surrounding premises shall be permitted only as directed by the Corporation's Project Manager. Contractor and its employees shall not have access to, nor shall they enter, certain areas of the Center(s) designated as restricted.

5.17 Equal Employment Opportunity. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. In the event Contractor has fifteen (15) or more employees, Contractor agrees to be bound by the City of San Diego Equal Employment Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27), setting forth the City of San Diego Equal Employment Opportunity ("EEO") Program, which is applicable to this Contract and administered by the Corporation. Contractor shall comply with all state and federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. Contractor shall comply with the California Workers' Compensation Act as applicable to its employees.

5.18 Drug Free Workplace Policy. Contractor shall advise all of its employees of the Corporation's DRUG FREE WORKPLACE POLICY, which states:

"The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at The Neighborhood House Association, including its Centers and work sites."

Contractor's employees must agree to the terms of this policy as a condition of employment and be advised that violations of this policy shall result in appropriate disciplinary action, up to and including termination, and that an employee convicted of a violation of a criminal drug statute, occurring in the workplace, is required to notify his/her supervisor of the conviction, in writing, not later than five (5)

calendar days after such conviction.

5.19 Additional Assurances. Attached hereto as **APPENDIX “II”** and incorporated herein by reference are the Assurances governing contracts between Corporation and Contractor for professional services rendered to Corporation. The parties to this Contract agree to abide by all of the terms and conditions set forth in the Assurances.

SECTION 6. INDEMNIFICATION; INSURANCE; BOND.

6.1 Indemnification. Contractor agrees to indemnify, hold harmless and defend Corporation, its directors, officers, employees, agents, representatives and affiliates (including, without limitation, the administrators of Corporation’s employee benefit plans) from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys’ fees), and all claims, demands, actions or judgments of every nature whatsoever in favor of any person or entity on account of personal injury or death, or damages to or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance associated with Contractor’s performance of services under this Contract or the Work by Contractor, its employees, agents, subcontractors or any other person entering the premises with the expressed or implied direction of Contractor, and any transactions arising out of or related to this Contract. Such indemnification by Contractor shall apply unless such damage or injury results from the sole negligence, gross negligence or willful misconduct of Corporation and its officers, directors, agents and employees.

Contractor’s indemnification shall also cover its representations made in Section 5.5 above. The effect and application of this indemnification provision shall survive the termination or expiration of this Contract.

6.2 Insurance Provided by Contractor. Contractor shall, at its sole cost and expense, procure and maintain, throughout the term of this Contract, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to Corporation’s approval. Prior to commencing performance of this Contract, Contractor shall provide Corporation original insurance certificates evidencing the following, required, coverage within twenty (20) calendar days after its receipt of the “Notice of Award”:

- (1) Commercial General Liability (CGL) policy with coverage(s) as broad and as encompassing as CGL in the occurrence form, and providing coverage against claims for bodily injury or death and property damage occurring in or upon the Center(s) or the Project site, and arising out of Contractor's and its employees’, subcontractors’, agents’ and authorized representatives' performance of this Contract. Such insurance shall be primary and non-contributory with any other coverage, including Corporation's, and shall afford immediate defense and indemnification of Corporation to the limit of not less than one million dollars (\$1,000,000.00). Such insurance shall waive any right of subrogation against Corporation;
- (2) Employer's Liability insurance with the following limits:
 - Bodily Injury by Accident - \$1,000,000.00 each accident
 - Bodily Injury by Disease - \$1,000,000.00 policy limit
 - Bodily Injury by Disease - \$1,000,000.00 each employee
- (3) Commercial Automobile Liability, or Business Auto coverage with limits not less than one million dollars (\$1,000,000.00) for each occurrence, combines single limit for bodily injury or death and/or property damage, covering owned, non-owned and hired

automobiles, including loading and unloading operations;

- (4) Workers' Compensation insurance as required by the laws of the State of California.

The above described insurance policies (collectively, the "Policies") must include the following additional insured endorsement language:

"The Neighborhood House Association (NHA), and its members, officers, directors, agents and employees are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the Center(s) or the Project site, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Contract between the insured and NHA, unless such claim is determined by a court of competent jurisdiction to have arisen from the sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."

The Policies shall provide for not less than thirty (30) days prior written notice of cancellation to Corporation as the certificate holder. Contractor and Corporation agree that the specified coverage or limits of insurance in no way limits the liability of Contractor. Contractor shall maintain the required insurance coverage and endorsements throughout the term of this Contract.

6.3 Bond Provided by Contractor. Contractor shall furnish a performance bond, with the name of the obligee(s) designated as "The Neighborhood House Association" in the amount set forth below, as security for the faithful performance of all Contractor's obligations under this Contract. Contractor shall submit all certificates evidencing its purchase of this bond within twenty (20) calendar days after its receipt of the "Notice of Award". This bond shall remain in effect until thirty (30) days after filing date of Notice of Completion, except as otherwise provided by law, regulation or by this Contract. The performance bond shall be in the amount of one hundred percent (100%) of the MCC.

All bond(s) shall be in the form prescribed by the Corporation and shall be issued by sureties which are admitted insurers in the State of California and are subject to regulation by the Department of Insurance, and which also satisfy the provisions of the Code of Civil Procedure. All bond(s) signed by an agent must be accompanied by a certified copy of such agent's authority to act. Surety companies must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds for the limits so required. If the surety on any bond declares bankruptcy or becomes insolvent or its right to do business is terminated, Contractor shall within seven (7) days thereafter substitute another bond and surety that must be accepted by the Corporation.

SECTION 7. CONTRACTOR'S DEFAULT; CORPORATION'S RIGHT TO SUSPEND WORK AND RIGHT TO TERMINATE FOR CAUSE.

7.1 Default by Contractor. Contractor shall be in default if it:

- (1) provides defective materials or workmanship or fails to perform the Work in accordance with the terms of this Contract;
- (2) fails to perform the Work in compliance with the provisions of this Contract;
- (3) disregards or violates any applicable laws or regulations; &
- (4) declares bankruptcy, becomes insolvent, assigns its assets for the benefit of its creditors,

or is unable to pay debts as they become due.

7.2 Notice of Default; Cure of Default; Right to Suspend Work. The Corporation shall give Contractor a written Notice of Default specifying the nature of the default and providing a commercially reasonable time for Contractor to cure the default. If Corporation determines, in its sole discretion, that the nature of the default justifies it, the Corporation shall have the right to direct Contractor to suspend further progress on the Project and performance of the Work until the default is corrected and cured.

7.3 Termination for Cause; Corporation's Right to Complete Work at Contractor's Expense. In the event Contractor fails to cure the default within the time allowed in the Notice of Default, the Corporation shall have the right to terminate this Contract and Contractor's performance hereunder by issuing a written Notice of Termination, specifying the effective date of termination. Upon receipt of the Notice of Termination, Contractor shall:

- (1) Stop work immediately or as specified in the notice;
- (2) place no further contracts for materials, Work or equipment required for the Work; and
- (3) terminate any subcontracts for work to be performed on, or Work provided to, the Work.

Within five (5) business days of the termination date, Contractor shall submit to the Corporation all documents relating to the Work, all documents required by this Contract to be given to Corporation upon completion of the Work, and a final billing statement for Work provided through the termination date. The Corporation shall have the right to take immediate possession of the completed Work and the Work in progress, and have the unfinished Work completed by whatever method or means the Corporation may select. Contractor shall be liable for the cost to correct any defective work and complete the Work, to the extent the cost exceeds the remaining unpaid balance of the MCC. Corporation shall have the right to withhold any payments due to Contractor at the time the Contract is terminated and apply such sums to the completion cost.

7.4 Corporation's Rights Preserved. The termination of this Contract and Contractor's performance, pursuant to Sections 7.1 – 7.4, shall not affect any rights or remedies Corporation may have against Contractor, then existing or which may thereafter accrue. Corporation's retention of payments due to Contractor shall not release Contractor from such liability.

SECTION 8. TERMINATION FOR FUNDING. CONTRACTOR UNDERSTANDS AND ACCEPTS THAT CORPORATION IS A NON-PROFIT COMMUNITY BASED ORGANIZATION THAT IS OPERATED PRIMARILY ON PUBLIC FUNDING, WHICH FUNDING MAY BE TERMINATED AT ANY TIME. THEREFORE, CORPORATION MAY TERMINATE THIS CONTRACT WITHOUT CAUSE DUE TO A LACK OF CONTINUED FUNDING FOR THE WORK. IN THE EVENT CORPORATION DETERMINES TO TERMINATE THE CONTRACT PURSUANT TO THIS SECTION, IT SHALL GIVE CONTRACTOR WRITTEN NOTICE OF TERMINATION NOT LESS THAN TEN (10) DAYS PRIOR TO THE EFFECTIVE DATE OF TERMINATION. UPON RECEIPT OF SUCH NOTICE, CONTRACTOR SHALL PLACE NO FURTHER ORDERS FOR MATERIAL, LABOR OR EQUIPMENT FOR THE WORK, AND SHALL CEASE ALL PROGRESS RELATED TO THE PROJECT AND TERMINATE ALL SUBCONTRACTS ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

Within five (5) business days of the effective date of termination, Contractor shall submit to the Corporation a final billing for all Work provided through the date of termination. Corporation shall be liable only for the value of the Work performed and actual costs incurred by Contractor through the termination date. Corporation shall not be liable to Contractor for lost profit or lost opportunity cost(s).

SECTION 9. CORPORATION'S DEFAULT; TERMINATION BY CONTRACTOR. IN THE EVENT CORPORATION FAILS TO PERFORM ITS OBLIGATIONS HEREUNDER, CONTRACTOR MAY PROVIDE CORPORATION A WRITTEN NOTICE SPECIFYING THE NATURE OF THE DEFAULT AND PROVIDING CORPORATION A COMMERCIALY REASONABLE TIME TO CURE THE DEFAULT. IF CORPORATION FAILS TO CURE THE DEFAULT WITHIN THE TIME ALLOWED IN THE NOTICE, CONTRACTOR SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT BY GIVING CORPORATION A WRITTEN NOTICE OF TERMINATION SPECIFYING THE EFFECTIVE DATE OF TERMINATION AND CEASING ITS PERFORMANCE OF THE WORK REQUIRED BY THIS CONTRACT.

Within five (5) business days of effective date of termination, Contractor shall submit to Corporation a final billing for all Work provided through the date of termination. Corporation shall be liable only for the value of the Work performed and actual costs incurred by Contractor through the termination date. Corporation shall not be liable to Contractor for lost profit or lost opportunity costs.

SECTION 10. OWNERSHIP OF DOCUMENTS; DESIGN AND/OR CONSTRUCTION DOCUMENTS. Any and all materials and documents, including without limitation all drawings, specifications, computations, technical data, design and construction documents, plans, investigations and reports, as well as all information and data retained on electronic or magnetic media, prepared by or for Contractor or obtained by Contractor in connection with the performance of the Work, shall be the Corporation's property. The originals of all such materials and documents shall be delivered to Corporation upon its request. Contractor shall have the right, at its own expense, to make duplicate copies of such materials and documents for its own files, or other purposes as authorized in writing by Corporation.

Corporation acknowledges that design and construction documents are instruments of professional service. Nonetheless, design and construction documents prepared pursuant to this Contract shall become Corporation's property upon completion of the Work and payment in all sums owed to Contractor. Corporation agrees, to the fullest extent permitted by law, to indemnify and hold Contractor harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any unauthorized reuse or modification of the design and/or construction documents by Corporation or any person or entity acquiring such documents from or through Corporation with Contractor's written consent.

SECTION 11. GENERAL PROVISIONS.

11.1 Compliance with the American Recovery and Reinvestment Act of 2009. Contractor understands and accepts that the Project is being funded pursuant to Public Law 111-5, more commonly referred to as the American Recovery and Reinvestment Act of 2009 ("ARRA", or the "Act"). To the extent applicable, Contractor hereby assures and certifies to Contractor that it will comply with the provisions set forth in the Act, which may be amended from time to time, as they relate to the application, acceptance and use of Division A ARRA funds to implement this federally assisted, quality improvement project for Corporation's Head Start program.

11.2 Independent Contractor Status; No Agency Relationship. Contractor is and shall remain an independent Contractor. Neither Contractor nor its agents or employees shall act as officers, agents, or employees of the Corporation. Contractor has no authority to assume or create any commitment or obligation on behalf of the Corporation, or to bind the Corporation in any manner.

11.3 Notices. Any notice required by this Contract shall be deemed to have been sufficiently communicated when (i) personally delivered; or (ii) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to Corporation addressed:

VP, Administrative Services
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

with copies to:

Legal Department
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

or to Contractor addressed:

11.4 Confidential Information. All information furnished or disclosed to Contractor by Corporation in connection with this Contract which is identified as confidential is received in confidence, shall remain the property of Corporation and shall not be disclosed to any third-party without Corporation's prior written consent. Contractor shall not use any such information for any purpose other than to perform this Contract.

If requested, Contractor shall execute a Non-Disclosure Agreement prepared by Corporation before receipt of any such confidential information. Contractor will return all such confidential information to Corporation upon completion by Contractor of its obligations hereunder, or upon demand. The obligations of this Section shall survive the expiration or termination of this Contract.

11.5 Subordination. This Contract and the obligations of Corporation herein shall be subordinate to any ground and premises leases, and to obligations (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto), and all renewals, modifications, consolidations, replacements and extensions thereof, created or given by Corporation with respect to the Center(s). Contractor hereby covenants and agrees that it will at any time required by Corporation, during the term hereof and any extension or renewal, give and execute all further assurances as may be reasonably required to evidence and effectuate this subordination provision, to the holder or holders of any such leases or obligations.

11.6 Binding on Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective successors and assigns, subject to the limitations on assignment and subcontracting set forth below.

11.7 Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Contract, whether by assignment or novation, without the prior written consent of Corporation; and any purported assignment by Contractor, without prior written consent, shall be null and void and constitute a material breach.

Claims for money due or to become due to Contractor from Corporation under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be promptly furnished to Corporation.

No performance required of Contractor herein may be subcontracted without Corporation's prior written approval, unless such subcontracting was included in Contractor's proposal.

11.8 Modifications and Amendments. No amendment or modification of this Contract shall be valid or binding unless made in writing and signed on behalf of each party by a duly authorized representative.

11.9 Singular, Plural, and Gender. As used herein, the singular shall include the plural and the masculine shall include the feminine or neuter.

11.10 Headings. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Contract.

11.11 Applicable Law. This Contract is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.

11.12 Attorneys' Fees. If legal action, including arbitration or action for declaratory relief, is brought by either party to interpret or enforce any provisions of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.

11.13 Entire Agreement. This Contract represents the sole and entire agreement between Corporation and Contractor, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract.

11.14 Partial Invalidity. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.15 Compliance with Laws and Debarment Status. Contractor and each of its employees, contractors, agents, representatives and other personnel hired or retained by Contractor in connection with the performance of Contractor's obligations under this Agreement shall be fully informed of all federal, state and local laws, rules and regulations that affect or are applicable to the performance of Contractor's obligations under this Agreement, and shall at all times observe and comply with all such laws, rules and regulations, regardless of whether all or any of such laws, rules and regulations are referenced in this Agreement. Contractor further assures and certifies to NHA that it and any subcontractor hired by Contractor to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the Federal Government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Contractor agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.

11.16 Signatory Authority. If Contractor is a corporation, partnership, trust or other entity, the individual or individuals signing this Contract on behalf of Contractor represents to Corporation that he or she has full authority to do so, has received all required consents, and that his or her signature (together with the signature or signatures of any other individual signing below on behalf of such corporation, partnership, trust or other entity) is (are) the only signatures required to bind Contractor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed duplicate originals of this Contract on the date set forth on the first page hereof, including ***APPENDIX "I" – Detailed Scope of Work; and APPENDIX "II" – Assurances for Construction.***

Contractor

The Neighborhood House Association

By _____

By _____

Its:

Rudolph A. Johnson, III
President and CEO

Approved as to form and legality:

Dwight D. Smith
EVP, General Counsel
The Neighborhood House Association

APPENDIX “I”

“Detailed Scope of Work”

[ATTACH THE APPENDIX “I” DOCUMENT HERE]

APPENDIX II
ASSURANCES FOR CONSTRUCTION

The Contractor hereby assures and certifies that Contractor will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-102, and E.O. 12372 as they relate to the application, acceptance and use of federal funds for this federally assisted project. Also the Contractor assures and certifies to NEIGHBORHOOD HOUSE ASSOCIATION that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the Agreement and to provide such additional information as may be required.
2. It will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
3. Contractor and each Subcontractor, if any, shall fully comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other Federal and State law and regulations hereinafter enacted.
4. It will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
5. Construction contracts awarded of more than \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction"). **The Davis-Bacon Act applies to all construction and renovation work done over \$2,000. The term construction, prosecution, completion, or repair means all types of work done on a particular building or work at the site thereof, including, without limitation, altering, modeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site of the contractor or subcontractor.**
6. It will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 -1508, and 7324 - 7328), which limits the political activity of the employee.
7. Contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts involving the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). **This includes all laborers and mechanics employed by contractors and subcontractors working upon the site of the work. Contractors shall pay prevailing wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor. Wages must include fringe benefits. Laborers and mechanics must be paid weekly.**
8. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others,

particularly those with whom they have family, business, or other ties. Regarding all negotiated contracts excluding those for less than \$2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

9. The Contractor understands that in submitting a proposal, it will be required to comply with the Wage Rate requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009:

Contractors and subcontractors engaged to perform work on these projects must submit weekly copies of payrolls to NHA. Each payroll must be accompanied by a "Statement of Compliance." Payroll for the payroll period must contain the correct information required and must be complete. Partial Social Security Numbers and omission of home addresses are recommended for security of personal information. Each laborer or mechanic must be paid in full for the weekly wages earned. Each laborer or mechanic must not be paid less than the applicable prevailing wage rates and fringe benefits. This information may be faxed or mailed to NHA Procurement.

An authorized representative of NHA may visit the construction site and may audit compliance of this requirement.

10. It, and any subcontractor hired by Contractor to perform on its behalf hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. §§ 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Contractor or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.
11. It, and any subcontractor hired by Contractor to perform on its behalf hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.



Chairperson
W. Harold Tuck

President and CEO
Rudolph A. Johnson, III

EXHIBIT D

**Neighborhood House Association
REQUEST RESPONSE SUBMITTAL FORM**

NHA Request # 2010-002

The undersigned has carefully examined this entire RFP and familiarized themselves with all conditions pertinent to this Request. The undersigned hereby proposes to furnish all Services necessary to completely fulfill the Scope of Work without restriction for the time period March 1, 2010 through June 30, 2010.

The undersigned proposes to furnish Services to each site as follows:

SITE	Altadena	Chollas View	Clairemont Mesa	ECC	Jackie Robinson	Loma Portal	Miller	New Life	Skill Center	Walker	41 st Street
SUM (\$)											

Respondent Name (Please Print) _____ Business Address: _____
 Proprietorship Partnership Corporation LLC LLP FEIN # _____

If Partnership, list all general partner(s) _____

If LLC or LLP, list managing member(s)/partner(s) _____

Primary contact for the Request Process _____

Title _____ Phone _____ Fax _____ Email _____

Can Respondent commence work on the start date in the Request? Y / N If no, when? _____

Has the Specimen Contract attached to the Request been reviewed? Y / N

Are any terms unacceptable? Y / N If yes, specify the terms _____

Would Respondent seek to negotiate any terms? Y / N If yes, specify the terms _____

State Business License: _____

State Contractors License (where applicable) _____

CERTIFICATION

I declare that the foregoing is true and correct and that I am authorized to make this representation and submit the attached Response to NHA's Request # _____ on behalf of _____.

Date: _____

Signature

Type or Print Name

Title



Chairperson
W. Harold Tuck

President and CEO
Rudolph A. Johnson, III

EXHIBIT E

Neighborhood House Association

Acknowledgement of ARRA Wage Requirements

NHA Request # 2010- 002

Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

The undersigned acknowledges these wage requirements apply to contractors and subcontractors engaged to perform work on projects contained in this Request.

Date: _____

Signature

Type or Print Name

Title