



**Sonoma County Community Development Commission**  
**Sonoma County Housing Authority**  
1440 Guerneville Road, Santa Rosa, CA 95403-4107

*Members of the  
Commission*

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Chair

**Lynda Hopkins**  
Vice Chair

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**Michelle Whitman**  
Executive Director

## Request for Proposals For Utility Allowance Study

The Sonoma County Community Development Commission (Commission) invites proposals for the conduct of a utility allowance survey/study. Proposals must be received no later than 5:00 p.m. on July 8, 2024.

### Background

The Sonoma County Housing Authority (SCHA), a division of the Sonoma County Community Development Commission (Commission), operates a Sonoma County Housing Choice Voucher Program, funded by the US Department of Housing and Urban Development. The purpose of the program is to provide rental assistance to very low-income families enabling them to rent decent, safe and affordable housing. The SCHA administers the Housing Choice Voucher program for all of Sonoma County, excluding the incorporated city of Santa Rosa, and Mainstream Voucher program and Emergency Housing Voucher program administered in the entirety of Sonoma County. The programs receive roughly \$45 million dollars in funding on an annual basis through the US Department of Housing and Urban Development (HUD) and has an allocation of 2,910 Housing Choice Vouchers (HCV), 261 Mainstream (MS5) Vouchers, and 153 Emergency Housing Vouchers.

The SCHA is seeking a firm to conduct a utility allowance survey/study to determine the appropriate utility allowances for our rental assistance programs in accordance with 24 CFR 982.517. The Housing Authority must review its schedule of utility allowances each year and maintain information supporting its annual review. The Housing Authority's current utility schedules are attached to this RFP as Attachment E and are included for reference purposes only.

SCHA is seeking a response to this Request for Proposal (RFP) from qualified consultants with experience in developing utility allowance schedules in accordance with HUD guidelines, especially for the HCV Program. The selected consultant shall perform the work in accordance with state and federal laws and regulations as required by the HCV Program.



## Scope of Services

SCHA seeks a qualified individual or organization to develop annual utility allowance schedules to be implemented effective October 1, 2024 and available for the purposes of processing recertifications by September 1, 2024 and optionally, to update the utility allowance schedules annually for implementation on October 1, 2025, and again October 1, 2026.

For each annual utility allowance schedule, the consultant selected by SCHA shall determine the appropriate utility allowances for the HCV, MS5 and Emergency Housing Voucher program voucher holders in accordance with 24 CFR Part 982.517; HUD HCV Program Guidebook 7420.10G; and all applicable federal, state, and local laws and regulations.

Utility allowances shall be based upon a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

1. Provide HCV utility allowance.
2. Include bedroom sizes zero (efficiency) to six (6) on each HUD Form 52667
3. Include utility allowance schedules for attached unit (condo, townhouse, apartment, duplex, triplex) and detached units (single family detached and mobile homes).
4. Include air-conditioning in each of the separate HCV utility allowance schedules.
5. Include utility allowance schedule for natural gas, electric, propane, water, sewer, garbage, refrigerator and range.
6. Include a schedule for utilities that are powered by solar
7. Include a heat pump as part of the electric utilities
8. Include a wood only heating allowance
9. Determine the utility allowances under the assumption that rent-assisted families are participating in programs made available by utility providers to receive reduced rates for income qualified households, including but not limited to, Utility Assistance/LIEAP.
10. Provide utility allowance schedules that do not include any credit amounts.
11. Provide to SCHA all supporting documentation used in determining the utility allowances, including but not limited to, letters from local utility companies, Excel worksheets used in computing allowances, and quantities of the utilities that support the basis of the dollar allowances.

## Submission Requirements

### General Instructions:

To receive consideration, proposals shall be made in accordance with the following general instructions:

1. The completed proposal shall be without alterations or erasures.
2. No oral or telephonic proposals will be considered.
3. The submission of a proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and

scope of the work to be performed, and the requirements of the CDC, including all terms and conditions contained within this RFP.

#### Proposal Format and Contents:

For ease of review and to facilitate evaluation, the proposals for this project should be organized and presented in the order requested as follows:

#### **Section I: Organizational Information**

Provide specific information concerning the firm in this section, including the legal name, address, and telephone number of your company and the type of entity (sole proprietorship, partnership, or corporation and whether public or private). Include the name and telephone number of the person(s) in your company authorized to execute the proposed contract. If two or more firms are involved in a joint venture or association, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the Agreement with the CDC must be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

#### **Section II: Qualifications and Experience:**

- Provide specific information in this section concerning the firm's experience in the services specified in this RFP. Examples of completed projects, as current as possible, should be submitted, as appropriate. **References are required.** Please provide names, addresses, and telephone numbers of contact persons within three (3) client Housing Authorities for whom similar services have been provided.
- Debarment or Other Disqualification - Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

#### **Section III: Project Approach and Work Schedule:**

- Provide a description of the methodology developed to perform all required services, with an aggressive schedule that will complete the project annually by September 1<sup>st</sup>. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of CDC personnel involvement deemed necessary, including key decision points at each stage of the project. Information as to the type of any software that is anticipated to be used in the planning process should also be discussed.
- Include your response to the Scope of Work as referenced above.

#### **Section IV: Cost of Service**

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services.

**Section V: Identification of Subcontractors**

Proposers shall identify all subcontractors they intend to use for the proposed scope of work. For each subcontractor listed, proposers shall indicate (1) what products and/or services are to be supplied by that subcontractor and, (2) what percentage of the overall scope of work that subcontractor will perform.

**Section VI: Insurance**

The selected proposer will be required to submit and comply with all insurance as described in the attached Sample Insurance Agreement (Attachment B). Securing this insurance is a condition of award for this contract.

**Section VII: Accessibility Standards**

All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the County’s Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County’s Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

For any proposal that includes scope involving such website content, Proposers shall indicate their capacity and plan for compliance with these requirements.

**Section VIII: Additional Information**

Include any other information you believe to be pertinent but not required.

**Section IV: Contract Terms:**

Proposers must include a statement acknowledging their willingness to accept the sample contract terms (Attachment A) or identify specific exceptions to the sample agreement.

Timeline

The following schedule is subject to change. If the timeline is changed, all known recipients of the original RFP will be notified of new dates, and any such changes will also be posted on the Commission’s website.

Date	<u>Event</u>
June 11, 2024	<u>Release of Request for Proposals</u>
June 18, 2024	Questions due in writing
June 24, 2024	Responses to questions and addendum posted to the Commission’s website

July 1, 2024	Proposals due by 5:00 PM
July 8, 2024	Proposal/Response Evaluation (subject to change without notification)
Week of July 15, 2024	Consultants notified of preliminary selection, subject to approval by Board of Commissioners if necessary (subject to change without notification) .

## Questions

All questions must be submitted in writing no later than 5:00 p.m., June 18, 2024. If any questions are received, all questions will be responded to in an addendum issued and posted on the Commission’s website. The Commission will not provide verbal responses to any inquiries made by prospective respondents. The Commission will instead direct respondents to submit all questions in writing. Questions should be submitted via e-mail to [martha.cheever@sonoma-county.org](mailto:martha.cheever@sonoma-county.org).

## Instructions for Proposal Submittal

Proposers must submit one (1) signed original hard copy and one (1) electronic version of the signed proposal by 5:00 p.m. on July 1, 2024. Electronic submissions must be received by this date and hard copy proposals must be postmarked by this date.

Respondents must do all of the following:

1. Hard copy of proposal must be enclosed in a sealed envelope or package and clearly marked:  
**Proposal for Utility Allowance Study**

Proposal shall be submitted to:

Sonoma County Community Development Commission  
Attn: Martha Cheever  
1440 Guerneville Road  
Santa Rosa, CA 95403

2. Electronic submission: Upload a clearly labeled pdf version of proposal to this link: <https://share.sonoma-county.org/link/DW4teyFzRb4/>. Note: The link will state “There are no files in this directory” click on the button that says “Click here to Upload” and then select “Browse for files” you may then select files and click upload. Confirmation of successful upload will not be received by respondent after upload is complete.

## Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the contact person of such error in writing and

request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the contact person prior to the date fixed for submission of proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the CDC interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. Any oral communication by the CDC's designated contact person or any other CDC staff member concerning this RFP is not binding on the CDC and shall in no way modify this RFP or any obligations arising hereunder.

## Selection Process

All proposals received by the specified deadline will be reviewed by the CDC for content, including but not limited to fee, related experience and professional qualifications of the bidding consultants.

CDC employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a proposal. Any person or business entity submitting a proposal who has such a relationship with a CDC employee who may be involved in the selection process shall advise the CDC of the name of the CDC employee in the proposal.

Proposals may be evaluated using the following criteria (note that there is no value or ranking implied in the order of this list):

- a. Demonstrated ability to perform the services described;
- b. Experience, qualifications and expertise;
- c. Quality of work as verified by references;
- d. Costs relative to the scope of services;
- e. A demonstrated history of providing similar services to comparable entities;
- f. Willingness to accept the CDC's contract terms; and
- g. Any other factors the evaluation committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.)

The CDC's Executive Director reserves the right, in his or her sole discretion, to take any of the following actions at any time before Commission approval of an award: waive informalities or minor irregularities in any proposals received, reject any and all proposals, cancel the RFP, or modify and re-issue the RFP. Failure to furnish all information requested or to follow the format

requested herein may disqualify the proposer, in the sole discretion of the CDC. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

The CDC may, during the evaluation process, request from any proposer additional information which the CDC deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the proposer shall be permitted three (3) business days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, the CDC may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the CDC will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete proposal submittal, the CDC may, at its sole option, correct an error based on that established content. The CDC may also correct obvious clerical errors. The CDC may also request clarification from a proposer on any item in a proposal that CDC believes to be in error.

- a. The CDC reserves the right to select the proposal which in its sole judgment best meets the needs of the Commission. The lowest proposed cost is not the sole criterion for recommending contract award.  
All firms responding to this RFP will be notified of their selection or non-selection after the evaluation committee has completed the selection process.
- b. Under certain circumstances the firm selected by the CDC may be recommended to the Board of Commissioners for this project, but the Commission is not bound to accept the recommendation or award the project to the recommended firm.

#### Finalist Interviews:

After initial screening, the evaluation committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Interviews may or may not have their own separate scoring during the evaluation process.

## Rules and Regulations

The issuance of this RFP does not constitute an award commitment on the part of the CDC, and the CDC shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

The CDC expressly reserves the right at any time to:

1. Waive or correct any deviation, defect, or informality in response, submittal, or submittal procedure. The CDC's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

2. Reject any or all proposals or portions thereof if the CDC determines that it is in the best interest of the CDC to do so.
3. Re-issue this RFP or change deadline dates
4. Modify all or any portion of the selection procedures, prior to the submission deadline, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the responses.
5. Award the agreement to the proposer or proposers that, in the CDC's judgment, best serves the needs of the CDC.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the notice of intent to award is issued by the CDC, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing it, etc. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. The CDC will consider a proposer's request for exemptions from disclosure; however, the CDC will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

The CDC will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the CDC does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

- a) [Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Community Development Commission, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.



## Nonliability of CDC

The CDC shall not be liable for any precontractual expenses incurred by the proposer or selected contractor or contractors. The CDC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

## Proposal Alternatives

Proposers may not take exception or make material alterations to any requirement of the RFP. Alternatives to the RFP may be submitted as separate proposals and so noted on the cover of the proposal. The CDC reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in the CDC's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Please indicate clearly in the proposal that the proposal offers an alternative to the RFP.

## Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the Board of Commissioners, or any employee of the Sonoma County Community Development Commission or the County of Sonoma, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

## Form of Agreement

1. No agreement with the CDC shall have any effect until a contract has been signed by both parties. Pursuant to Sonoma County Code Section 1-11, CDC personnel are without authorization to waive or modify agreement requirements.
2. A sample of the agreement is included as Attachment A hereto. Proposers must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the CDC's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
3. Proposals submitted shall include a statement that (i) the proposer has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the proposer except as noted specifically in the proposal. A proposer taking exception to the CDC's sample agreement must also provide alternative language for those provisions considered objectionable to the proposer. Please note that any exceptions or changes requested to the Agreement may constitute grounds to reject the proposal.
4. Failure to address exceptions to the sample agreement in your proposal will be construed as acceptance of all terms and conditions contained therein.
5. Submission of additional contract exceptions after the proposal submission deadline may result in rejection of the consultant's proposal.

























13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**CONSULTANT**

Dated: \_\_\_\_\_  
\_\_\_\_\_

By:

Name:  
Title:

**SONOMA COUNTY COMMUNITY  
DEVELOPMENT COMMISSION**

Dated: \_\_\_\_\_  
\_\_\_\_\_

By:

Michelle Whitman, Executive Director

**CERTIFICATES OF INSURANCE ON FILE  
WITH AND APPROVED AS TO SUBSTANCE BY  
THE COMMISSION**

Dated: \_\_\_\_\_

By:

Michelle Whitman, Executive Director

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_

By:

County Counsel

## Exhibit B: Sample Insurance Requirements

### Exhibit \_\_\_\_\_

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. Sonoma County Community Development Commission, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and

include a “separation of insureds” or “severability” clause which treats each insured separately.

**h. Required Evidence of Insurance:**

**i.** Certificate of Insurance.

**3. Automobile Liability Insurance**

- a.** Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b.** Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c.** Insurance shall cover hired and non-owned autos.
- d.** Required Evidence of Insurance: Certificate of Insurance.

**4. Professional Liability/Errors and Omissions Insurance**

- a.** Minimum Limit: \$1,000,000 per claim or per occurrence.
- b.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d.** Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e.** Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

**5. Cyber Liability Insurance**

**6. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**7. Documentation**

- a.** The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b.** All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.



- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**8. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**9. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

## **Attachment C: Federal Provisions**

### **1. Equal Opportunity Certifications**

Consultant hereby assures and certifies that it will comply with the following Acts and/or Executive Orders, as applicable upon entering into a Professional Services Agreement (“Agreement”) with the Sonoma County Community Development Commission (“COMMISSION”):

#### **1.1. Civil Rights Act of 1964 (Title VI)**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **1.2 Fair Housing Act of 1968**

The Fair Housing Act (42 U.S.C. 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

#### **1.3 Executive Order 11063 -- Equal Opportunity in Housing**

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

#### **1.2. Section 109 of the Housing and Community Development Act of 1974**

Section 109 of the Housing and Community Development Act of 1974 provides that no person in the United States shall on the basis of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or discrimination on the basis of disability as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

The consultant must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;
3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the COMMISSION for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Consultant.

1.3. Executive Order 11246 – Equal Employment Opportunity

Executive Order 11246, 11375, 11478, 12086 and 12107, 13665, and 13672, as may be amended, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Consultant will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity,

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

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### 1.4. Section 3 Requirements

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

##### Section 3 Clause (24 CFR 135.38):

1. 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 who are recipients of HUD assistance for housing.
2. The parties to this agreement agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Consultant’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Consultant agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Consultant is in violation of the regulations in, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the

Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the agreement 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 Consultant's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.

With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. 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 agreement 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).

1.5. Section 504 of the Rehabilitation Act of 1973 and Title III of the Americans with Disabilities Act

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities.

1.6. Title III of the Americans with Disabilities Act (28 CFR 36, Subpart B) prohibits discrimination on the basis of disability in the full and equal enjoyment of the goods, services, facilities, or accommodations of any place of public accommodation by any private entity. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

1.7. Executive Orders 11625, 12432, 12138 – Minority- and Women-Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

2. Audit Requirements – Compliance with 2 CFR Part 200

Consultant shall comply with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as otherwise specified herein.

Specifically, Consultant shall obtain an annual program specific or single audit, as required. Consultant shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Consultant's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

### 3. Environmental Standards

The Consultant agrees to comply with the requirements of the National Environmental Policy Act of 1969 as specified in regulations issued pursuant to Section 104(g) of the Housing and Community Development Act and contained in 24 CFR part 58.

#### 3.1. Records

Consultant shall retain all project development records, books, papers and documents for a period of not less than five (5) years after the completion of the Agreement. Consultant shall grant COMMISSION the option of retention of the project records, books, papers, and documents if Consultant elects to dispose of said documents following the mandatory retention period.

Consultant agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of Consultant, and this Agreement. Consultant further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

### 4. Conflict of Interest

1. Interest of Members of a City or County: No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
2. Interest of Other Local Public Officials: No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and Consultant shall take appropriate steps to assure compliance.
3. Interest of Consultant and Employees: Consultant understands that as a recipient of federal funds that certain federal laws relating to conflict of interest apply to

Consultant, its officers, agents, employees, and constituents; specifically, those laws are contained in 24 CFR Section 85.36 and 84.42 and can generally be summarized as follows:

Except for approved eligible administrative or personnel costs, the general rule is that no employee, agent, consultant or officer of a recipient who has exercised or would exercise any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

5. Lobbying Restrictions

Consultant agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that Consultant shall certify and disclose accordingly.

6. Reversion of Assets

Upon expiration of this Agreement, Consultant shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

7. Political Activity Prohibited

None of the funds, materials, property or services contributed by COMMISSION or Consultant under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.



8. Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement.

9. Publication Rights and Copyrights

If this Agreement results in any copyrightable material or inventions, COMMISSION reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or

(iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

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

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.

**Attachment E: Sonoma County Housing Authority Current Utility Schedule**

**Sonoma County Housing Authority  
October 2023  
Attached Utility Allowances**

<b>Gas</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$13	\$17	\$24	\$28	\$32
<b>Cooking</b>	\$5	\$7	\$9	\$10	\$11
<b>Water Heating</b>	\$7	\$10	\$11	\$14	\$16
<b>Wood</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$30	\$30	\$30	\$60	\$90
<b>Propane</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$46	\$60	\$84	\$95	\$106
<b>Cooking</b>	\$18	\$26	\$31	\$35	\$39
<b>Water Heating</b>	\$26	\$35	\$39	\$48	\$57
<b>Electricity</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$45	\$64	\$93	\$116	\$142
<b>Electric Heat Pump</b>	\$32	\$45	\$65	\$81	\$99
<b>Cooking</b>	\$13	\$16	\$21	\$26	\$33
<b>Water Heating</b>	\$41	\$50	\$62	\$76	\$95
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Other Electric</b>	\$34	\$40	\$50	\$56	\$61
<b>Water</b>	\$33	\$46	\$59	\$72	\$91
<b>Sewer</b>	\$44	\$62	\$80	\$98	\$124
<b>Garbage</b>	\$29	\$29	\$29	\$49	\$49
<b>Range</b>	\$6	\$6	\$6	\$6	\$6
<b>Refrigerator</b>	\$7	\$7	\$7	\$7	\$7

**Sonoma County Housing Authority  
October 2023  
Detached/Mobile Home Utility Allowances**

<b>Gas</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$18	\$23	\$32	\$37	\$43
<b>Cooking</b>	\$5	\$7	\$9	\$10	\$11
<b>Water Heating</b>	\$7	\$10	\$11	\$14	\$16
<b>Wood</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$30	\$30	\$30	\$60	\$90
<b>Propane</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$64	\$80	\$109	\$122	\$139
<b>Cooking</b>	\$18	\$26	\$31	\$35	\$39
<b>Water Heating</b>	\$26	\$35	\$39	\$48	\$57
<b>Electricity</b>	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Space Heating</b>	\$66	\$87	\$121	\$151	\$186
<b>Electric Heat Pump</b>	\$46	\$61	\$85	\$106	\$130
<b>Cooking</b>	\$13	\$16	\$21	\$26	\$33
<b>Water Heating</b>	\$41	\$50	\$62	\$76	\$95
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>
<b>Other Electric</b>	\$34	\$40	\$50	\$56	\$61
<b>Water</b>	\$33	\$46	\$59	\$72	\$91
<b>Sewer</b>	\$44	\$62	\$80	\$98	\$124
<b>Garbage</b>	\$29	\$29	\$29	\$49	\$49
<b>Range</b>	\$6	\$6	\$6	\$6	\$6
<b>Refrigerator</b>	\$7	\$7	\$7	\$7	\$7