

Invitation to Bid

The Housing Authority of the City of York (YHA), 31 South Broad Street, York, PA 17403 will receive proposals for 2018 Mowing & Grounds Contracts until 4 pm Friday, January 19, 2018. Proposals received after the stated date and time will not be considered.

Proposal Packages may be obtained at the YHA website: yorkhousingauthority.com

A Pre-Proposal meeting will be held on January 8, 2017 at 9:00 am at the YHA Central Maintenance located at 490 E. Market St. York, PA 17403. Although this meeting is optional, proposers are encouraged to attend.

Questions may be directed to Jay Halicki at 717-845-2601 or jhalicki@yorkhousing.org

A certified check or bank draft, payable to the York Housing Authority, U.S. Government Bonds, or a satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount equal to ten (10) percent of the total base bid shall be submitted with each bid.

The project is subject to Equal Employment Opportunity, HUD determined wage rates, and other HUD & Commonwealth of Pennsylvania requirements.

YHA reserves the right to reject any or all bids, to waive any informality in the bidding, and to award single or multiple contracts.

No bid shall be withdrawn for a period of ninety (90) days subsequent to the opening of bids without the consent of the Authority.

Regina Mitchell

Executive Director

Lawn Mowing Scope of Work

Mowing Season 2018-2019

- Quotes should be per AMP (property) per EACH mowing occurrence
- The contract(s) awarded will be for 28 mowing occurrences each year between April 1, 2018 & October 31, 2018
- The contract(s) awarded will be for a 2 year term with an optional 1 year extension
- A mowing schedule for the season **MUST** be submitted to the Maintenance Superintendent after contract(s) are awarded, & prior to the submittal of any invoices for payment
- Invoices will be submitted weekly via email to Invoices@yorkhousing.org
- Employees shall be paid in accordance with HUD-52158 with certified payrolls being submitted to YHA weekly. HUD-determined wage rates apply. (Not less than the stated labor rate – hourly rate plus fringes or cash in lieu of fringes **MUST** be paid to all workers)
- All areas should be mowed & string trimmed weekly
- In the event of extended wet weather, contractor will inform the Maintenance Superintendent if scheduled mowing will be delayed
- In the event of extended dry weather, mowing may be delayed at the Maintenance Superintendent's sole discretion
- If required, the contractor must check in with the property management office prior to any work being started
- All trash & other debris must be picked up prior to mowing. **DO NOT MOW OVER TRASH OR OTHER OBJECTS.**
- All sidewalks, parking areas, & streets are required to be free of any clippings at completion of work
- Splash blocks dislodged during mowing should be put back in place immediately
- Tenants are responsible for the mowing of fenced in back yards
- Damage & safety issues should immediately be reported to Maintenance Superintendent

Additional Service Items

*Note: There is no guaranteed minimum or maximum usage of these services

- Edging with a steel blade to a minimum depth of 2", please include initial edging cost as well as the cost for additional edging requested by YHA
- Weed control applications to sidewalks, curbs, & fences
- Spring weed & feed applications
- Fall weed & feed applications
- Fall leaf removal and clean up
- Shrub trimming
- Aerate & over seed treatments
- Mow/Trim of one individual fenced yard
- Hourly rate for additional services requested by YHA

Bid Form

2018 Season

Properties:

Amp # 1 Codorus Homes	\$ _____
AMP # 2 Wellington Homes	\$ _____
Amp # 3 Parkway Homes Parkway Ext	\$ _____
Amp # 4 Broad Park & Smyser Area	\$ _____
Amp # 5 N. Beaver St Ext, Old Salem Rd Wrightsville, Ridgefield Court	\$ _____
Amp # 6 Fairmont, Fairmont Village, Fielding Way	\$ _____
Amp # 7 Springfield Apts	\$ _____
Amp # 8 Stonybrook Manor	\$ _____
Amp #9 Turnkey Units	\$ _____
Spring Planting of beds at Admin Office & Broad Park Manor Beds	\$ _____

Bid Bond Calculation:

Total of each bid above X 28 occurrences X 10% = Bond Amount

Bid Submitted by: _____ Date: _____

Bidding on all items **IS NOT** required. YHA reserves the right to award multiple contracts.

Wrightsville										
AMP #6 Fairmont; Fairmont Village; Fielding Way										
AMP #7 Springfield Apts										N/A
AMP #8 Stony Brook Manor										N/A
AMP #9 Turnkey										
<u>Bid Form PG 2 Of 2</u>										

Bid Form

2018 Season

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AMP # 2 Wellington Homes	\$ _____
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Bid Form
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**YORK HOUSING AUTHORITY ADDRESSES OF PROPERTIES
TO BE INCLUDED IN LAWN MOWING BID**

AMP #1

(31 units, 1 Community Unit at 303 Brooklyn Ave

CODORUS (PA22-1) - 350 South Newberry 17404 20 UNITS

Row Homes

321-359 Stone Avenue (odd numbers only) 20 units

CODORUS HOMES EXT. (PA22-5a) 11 UNITS

Semi-Detached

300-304 West College Avenue 4 units

301-307 Brooklyn avenue 3 units

304-307 Stone Avenue 4 units

AMP #2

(89 units, and Wellington Community Center at 780 East King Street)

WELLINGTON HOMES (PA22-2) - 780 East King Street 17403 72 UNITS

Row Homes

701-793 East King Street 38 units

105-137 Pattison Street 8 units

701-793 Edison Street 22 units

124-136 South Sherman Street 4 units

SCATTERED SITES (PA-22-12) 17 UNITS

434 E. Market Street, York

446 E. Market, York 2 units

450 E. Market, York 2 units

AMP #3

(253 Units, 1 Community Unit at 147 Willis Lane, Jefferson Community Center (PA22-3) at 501 Pershing Avenue, Parkway Office at 140 Willis Lane 17404, and Shop 4 (PA22-4) at 190 Willis Road

Row Homes & Semi Detached

<u>PARKWAY HOMES (PA22-3)</u> -140 Willis Lane 17404	188 UNITS
105-125 Lincoln Street	38 units
505-688 Front Street	66 units
104-157 Willis Lane	42 units
660-682 North Beaver Street	12 units
130-192 Parkway Boulevard	30 units
<u>PARKWAY HOMES EXT. (PA22-4)</u>	66 UNITS
607-683 North Beaver Street	24 units
601-630 Lincoln Drive	18 units
78-86 Parkway Boulevard	4 units
177-191 Parkway Boulevard	6 units
208-214 Parkway Boulevard	4 units
670-731 North Pershing Avenue	8 units
DEMO 705, 707, 711, 713 N. Pershing (Nov 2005, 4 units)	
163-165 Lincoln Street	2 units

AMP #4

(292 Units, 1 Community Unit at Apt. 8, White Rose Senior Center (PA22-5b) at 27 South Broad Street, and YHA Office (PA22-12) at 31 S. Broad Street

<u>BROAD PARK MANOR (PA22-5b)</u>	281 UNITS
<u>High Rises</u>	
133 South Broad Street Units 189-282	94 units
440 East King Street Units 95-188	94 units
449 East King Street Units 1-93	93 units
<u>PARKWAY HOMES EXT. (PA22-4)</u>	16 UNITS

Semi-Detached

371-395 Smyser Street 12 units

378-396 West North Street 4 units

AMP #5

WRIGHTSVILLE (PA22-13) 10 UNITS

Row Homes

201-209 Mulberry Street

213-215 Mulberry Street

504-508 S. Second Street

WEST MANCHESTER (PA22-13) Row Homes 10 UNITS

1427 A-E Salem Road

1429 A-E Salem Road

NORTH BEAVER STEET (PA22-24) 6 UNITS

1851, 1855, 1857,1859,1861,1853, North Beaver St., York 17404

(Manchester Township)

WEST MANCHESTER TOWNSHIP (PA26-36) 10 UNITS

Ridgefield Court, York 17404

10 Ridgefield Court

AMP #6

(115 Units)

THE FAIRMONT (PA22-16) **Elderly High Rise** 75 UNITS

300 Ramsay Place, New Cumberland

FAIRMONT VILLAGE (PA22-23) **Row Homes** 25 UNITS

202 A-E. 204 A-E, 206 A-E, 208 A-E, 210 A-E, Ramsay Place, New Cumberland

NEWBERRY TOWNSHIP (PA26-33) **Semi-Detached 15 UNITS**

Fielding Way, Eters 17319 5 Fielding Way

AMP #7
(75 Units)

SPRINGFIELD APTS (PA22-17) **Elderly High Rise** **75 UNITS**

1930 Kenneth Road, York 17404

AMP #8
(100 Units)

STONY BROOK MANOR (PA22-18) **Elderly High Rise** **100 UNITS**

100 Pleasant Acres Road, York 17402

AMP #9 Turnkey Units
Row Homes & Semi-detached

326 East Cottage Place, Apt. C, F, G

702 South Edgar Street

1023 East Poplar Street

1027 East Poplar Street

52 South Tremont Street, Apt. B, C, D, E, F, G, H

53 South Tremont Street

881, 883, 885, 887, 889, 891, 893, 895, 897 East King Street

IMPORTANT NOTE:

Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the state of Pennsylvania

Corporate Surety

Business Address

Attest: _____

Affix Corporate Seal

The rate or premium on this bond is \$ _____ per thousand

The total amount of premium charges is \$ _____

(The above is to be filled in the surety company and power of attorney of person signing for surety company must attach)

Certify as to Corporate Principal

I, _____ certify I am the _____ of the
corporation names a Principal in the within bond; that _____ who signed the said
bond on behalf of the Principal was then, _____ of said corporation; that I
know his/her signature, and the signature thereto is genuine; and that said bond was duly signed, sealed,
and attested to for and in behalf of said corporation by authority of its governing body.

_____ Corporate Seal.

BID BOND

Bond No. _____

KNOW ALL BY THESE PRESENTS, that we _____

_____ as Principal, hereinafter called the Principal, and

_____, a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto the Housing Authority of the City of York for the sum of

_____ Dollars (\$ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Housing Authority of the City of York shall accept the bid of the Principal and the Principal shall enter into a contract with the Housing Authority of the City of York in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Housing Authority of the City of York the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Housing Authority of the City of York may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____ 20 ____.

(Principal)

(Seal)

(Witness)

(Witness)

(Title)

_____(BONDING COMPANY) By _____

(Attorney-in-Fact)

PART II

TERMS AND CONDITIONS

1. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor or any subcontractor under this Contract shall become its property. Contractor shall be entitled to receive compensation for any work completed, including all reasonable costs and non-cancelable obligations incurred by Contractor as of the date of termination.

2. **Termination for Convenience of Authority.** The Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the Authority as provided herein, the Contractor will be paid for non-cancelable obligations and all reasonable costs incurred by the Contractor as of the date of termination.

3. **Changes.** This Contract may be changed at any time by mutual agreement, and signed by duly authorized representatives of each of the parties hereto.
 - a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, 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, age, physical handicap, 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 Authority setting forth the provisions of this nondiscrimination clause.

 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.

 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4. **Personnel.**

a. The Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Authority.

b. All the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

c. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. **Anti-Kickback Rules.** Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Anti-Kickback Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Contractor shall comply with all applicable Anti-Kickback regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

6. **Withholding of Salaries.** If, in the performance of this Contract, there is any underpayment of salaries by the Contractor or by any subcontractor there under, the Authority shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Authority for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

7. **Claims and Disputes Pertaining to Salary Rates.** Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decision which shall be final with respect thereto.

8. **Equal Employment Opportunity.** During the performance of this Contract,

the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex, age, physical handicap, 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, age, physical handicap, 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 Authority setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the

Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical handicap, or national origin.

- c. The Contractor will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.
10. **Compliance with Local Laws.** The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.
11. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior written consent of the Authority. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Contract.
12. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Authority; provided, however, that claims for money due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Authority.
13. **Interest of Members of Authority.** No member of the governing body of the Authority, and no other officer, employee, agent of the authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
14. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which the Project Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.
15. **Interest of Certain Federal Officials.** No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise here from.
16. **Interest of Contractor.** The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in

any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

17. **Maintenance of Records.** The Contractor shall maintain all records generated under this Contract for a period of three (3) years after the Authority makes final payment hereunder and all other matters are closed.

18. **Findings Confidential.** All of the reports information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority.

19. **Compliance with Section 3 of the housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).** See Attachment 1 of these Terms and Conditions.

Attachment 1

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications" set forth herein.
2. The goals and time tables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation

Goals for Female Participation

for Each Trade

for Each Trade

2.2%

6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is York County, Pennsylvania.

PART OF GENERAL CONDITIONS

PROVISIONS AND PROCEDURES PERTAINING TO EMPLOYMENT OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS IN CONNECTION WITH FEDERAL ASSISTED PROJECTS IN COMPLIANCE WITH

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

Sec. 4.1 Purpose and Scope

The regulations set forth in this Part contain the procedures established by the Secretary of Housing and Urban Development for carrying out the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u.

Sec. 4.2 Definitions

“Section 3 covered project” means any nonexempt project assisted by any program administered by the Secretary on which loans, grants, subsidies, or other financial assistance are provided in aid of housing, urban planning, development, except as provided under Title 24, Part 135, Section 135.5, para. (M).

Sec. 4.3 Assurance of Compliance

Every contractor and subcontractor shall incorporate, or cause to be incorporated in all contracts for work in connection with a Section 3 covered project, the following clause:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal Financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial

assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors, its successors, and assigns, to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

4.4 Bidding Procedures

Prior to the signing of the contract, the contractor shall provide a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees category) where known; where not known such information shall be supplied prior to the signing of any contract between the contractor and subcontractors.

A. Trainees

The contractor or subcontractor shall fulfill his obligation to utilize lower income project area residents as trainees to the greatest extent feasible by:

- (1) Utilizing the maximum number of persons in the various training categories in all phases of the work to be performed under the Section 3 covered project, and
- (2) Filling all vacant training positions with lower income project area residents except for those training positions which remain unfilled after a good faith effort has been made.
- (3) “Manpower Utilization Training Table” – See Appendix # 1.

B. Residents as Employees

Each contractor and subcontractor shall fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

- (1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
- (2) Identifying the number of positions currently occupied by regular, permanent employees.
- (3) Identifying the positions not currently occupied by regular, permanent employees.
- (4) Establishing the positions identified in paragraph (3) or this Part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.
- (5) “Work Force Needs Table” – See Appendix # 1.

C. Utilization of Businesses

Each contractor and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project---are awarded to business concerns located within the Section 3 covered project area or business concerns owned in substantial part by persons residing in the Section 3 covered areas.

- (1) "Business Utilization Table" – See Appendix # 2.

Sec. 4.5 Good Faith Effort

Each contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701u, has been made to fill all training positions with lower income area residents; and fill all employment positions identified in Section 4.4, paragraph B, subparagraphs (3) and (4) shall:

- A. Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office, Opportunity Industrialization Center (OIC) and _____.
- B. Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and employ such person if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicant shall be considered and listed for the first available opening.

Any contractor or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph B above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C.1701u, Part 135, Section 135.40 and Section 135.55, in organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its actions were not an attempt to circumvent these regulations.

Sec. 4.6 Affirmative Action Plan

- A. An affirmative Action Plan pursuant to a Section 3 covered contract shall:
 - (1) Set forth the approximate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of this contract.
 - (2) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

B. Good Faith Effort

Each contractor and subcontractor seeking to establish that a good faith effort has been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:

- (1) Local advertising
- (2) Signs placed at the site

- (3) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., OIC, and _____, and any equivalent organization.

C. “Business Utilization Table”

See Appendix # 2

D. “AAP Form”

See Appendix # 2

Sec. 4.7 Certificate of Compliance

The contractor shall execute the Certificate of Compliance and cause all subcontractors undertaking work in connection with this contract to furnish the same.

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
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Agency Name: HOUSING AUTHORITY OF THE CITY OF YORK 31 SOUTH BROAD STREET YORK, PA 17403	LR 2000 Agency ID No: PA022	Wage Decision Type: Routine Maintenance Nonroutine Maintenance
	Effective Date: October 1, 2017	Expiration Date: September 30, 2018

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

<u>Eric Ramoth, Sr. Cont.Indust.Rel.Spec.</u>	<u>July 7, 2017</u>
HUD Labor Relations (Name, Title, Signature)	Date

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
<ul style="list-style-type: none"> • Laborer/Janitor • Maintenance Aide • Maintenance Mechanic • Foreman Mechanic (Working) • Supervisor (Working) 	1. \$13.00 2. \$15.00 3. \$17.00 4. \$19.38 5. \$25.66	1. \$7.41 2. \$7.99 3. \$8.57 4. \$9.15 5. \$10.94 <p style="font-size: small;">The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements.</p> <p style="font-size: x-small;">(HUD Labor Relations: If applicable, check box and initial below.)</p> <p style="text-align: center; margin-top: 20px;">_____ LR Staff Initial</p>

