



Consent
May 3, 2011

Honorable Chair and Members of the Housing Authority Board

Title: Selection of and Award of Contract to Siemens Industry, Inc. to Perform an Energy Audit on Various Public Housing Developments

Location/Council District: Citywide

Recommendation: Adopt a **Housing Authority Resolution:** 1) to select and award contract to Siemens Industry, Inc., as recommended by the selection committee in accordance with adopted Agency Procurement Policy and Procedures for this project; 2) authorizing the Executive Director to execute a contract in an amount not to exceed \$50,000 to perform an energy audit of all public housing developments; 3) authorizing the use of public housing capital funds as a resource for this project; and 4) authorizing the Executive Director or her designee to submit and enter into agreements with the United States Department of Housing and Urban Development (HUD) as necessary to implement the foregoing in a form approved by Agency Counsel.

Contact: Nick Chhotu, Assistant Director of Housing, 440-1334; Cecette Hawkins, Management Analyst, 449-6218

Presenters: N/A

Department: Sacramento Housing and Redevelopment Agency (SHRA)

Description/Analysis

Issue: For a number of years, HUD has provided mechanisms to encourage energy conservation in the Public Housing Program. In 1975, HUD implemented the Performance Funding System (PFS), which determines, in conjunction with Public Housing Agency (PHA) operating budgets, the level of operating funding provided annually.

As an incentive to public housing agencies to reduce utility costs, changes were made to the Performance Funding System by HUD to encourage Public Housing Agencies to enter into Energy Performance Contracts (EPC). EPC's are designed to reduce utility consumption through the installation of energy conservation improvements using non-federal sources of funding enabling Capital Fund Program (CFP) funds to be used for other priority work. The EPC program allows Public Housing Agencies to contract with an Energy Services Company (ESCO) to implement energy conservation measures to achieve energy savings over a 12-year period.

Select and Award a Contract With an Energy Services Company

Energy Performance Contracting is an innovative financing technique that uses cost savings from reduced energy consumption to repay the cost of installing energy conservation measures. Normally offered by Energy Service Companies (ESCOs), this innovative financing technique provides the PHA the ability to benefit from energy savings without up front capital expenses on the part of the building owner, since the costs of the energy improvements are borne by the performance contractor and repaid from the utility cost savings. Other advantages include the ability to use a single contractor to do necessary energy audits, energy retrofits, and to guarantee the energy savings from a selected series of conservation measures

In response to Public and Indian Housing (PIH) Notice 95-26 which authorizes EPC's, the Housing Authorities of the City and County of Sacramento issued a Request for Proposals (RFP) for an Energy Service Company to perform energy audits and recommend related energy conservation measures on approximately 2900 public housing units throughout the City and County. The solicitation included information describing in detail the investment grade energy audit needed at the public housing developments and offices. It also included detailed utility rate and consumption information. A pre-proposal conference was conducted on March 22, 2011, enabling representatives from energy service companies to view the properties, at their request, and to discuss the project with SHRA staff.

A selection committee, utilizing procedures outlined in the Agency's Procurement Policy, reviewed the three responses to the RFP and is recommending Siemens Industry, Inc., Building Technologies Division as the most qualified vendor for the project. This report recommends approval of the selection committees recommendation and authorization to enter into a contract with Siemens Industry Inc.

The U.S. Department of Housing and Urban Development approved the request for proposals for the solicitation of Energy Service Companies and will review and approve negotiated contracts.

Policy Considerations: This action furthers the commitment of the City through the 2008-2013 Housing Element to preserve and rehabilitate existing affordable housing and to provide housing for extremely low income households. Specifically, these actions support policies H-3.1.1 related to extremely low income housing needs, policy H-4.4 regarding the preservation of affordable housing, and Program 74 which confirms the City's commitment to the Housing Authority Asset Repositioning Strategy.

Public Housing Authorities are required to comply with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998 (QHWRA). No new policies are recommended in this report.

Select and Award a Contract With an Energy Services Company

Environmental Considerations:

California Environmental Quality Act (CEQA): The proposed actions to award, and enter into a contract with an energy audit service to determine energy conservation measures for various Housing Authority properties is considered a feasibility and planning study. Therefore this action is statutorily exempt under California Environmental Quality Act (CEQA) Guidelines Section 15262.

National Environmental Policy Act (NEPA): The proposed actions are considered environmental and other studies, and as such, are exempt under the National Environmental Policy Act (NEPA) pursuant to 24 CFR 58.34(a)(1).

Sustainability Considerations: N/A

Other: None

Committee/Commission Action: *Sacramento Housing and Redevelopment Commission:* At its meeting on April 20, 2011, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES: Alcalay, Burruss, Chan, Fowler, Gore, Morgan, Morton, Rosa, Shah

NOES: None

ABSENT: Johnson, Stivers

Rationale for Recommendation: The attached resolution will enable the Housing Authority to enter into a contract with the selected Energy Service Company to perform an audit and implement utility cost saving measures which will provide a valuable and needed service at all public housing units. In addition, the Housing Authority has the opportunity to realize significant annual electric, water, and gas savings from the installation of energy-efficient equipment which can pay for itself through HUD'S energy savings programs. Additional cost savings benefits come from updating systems, reduced maintenance and operations costs, and improved resident satisfaction.

Financial Considerations: This report does not recommend an amendment to the Housing Authority budget but does authorize the use of capital funds as a resource for possible costs associated with the engineering analysis of this project. In addition, these energy conservation measures potentially provide an opportunity to leverage up to \$3.2 million dollars from the Sacramento Municipal Utility District (SMUD). The ability to incorporate these funds into an energy performance contract will allow the Housing Authority to update more units with energy conservation work or buy down the loan which will increase the annual excess cash flow.

May 3, 2011

Select and Award a Contract With an Energy Services Company

M/WBE Considerations: Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding.

Respectfully Submitted by:


LASHELLE DOZIER
Executive Director

Recommendation Approved:


for WILLIAM H. EDGAR
Interim City Manager

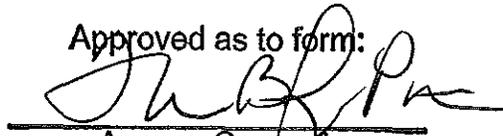
Approved as to form:

Agency Counsel

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RESOLUTION NO. 2011 -

Adopted by the Housing Authority of the City of Sacramento

on date of

SELECTION OF AND AWARD OF CONTRACT TO SIEMENS INDUSTRY, INC., BUILDING TECHNOLOGIES DIVISION, AN ENERGY SERVICE COMPANY, TO PERFORM AN ENERGY AUDIT ON VARIOUS PUBLIC HOUSING DEVELOPMENTS

BACKGROUND

- A. In response to Public and Indian Housing (PIH) Notice 95-26, the Housing Authority of the City of Sacramento has solicited proposals for Energy Services Companies (ESCOs) to perform energy conservation audits on all public housing developments.
- B. The Housing Authority of the City of Sacramento has evaluated submittals from Energy Service Companies in response to the Request for Proposals to perform related energy conservation measures and is recommending Siemens Industry, Inc., Building Technologies Division as the most qualified firm. The proposed energy audit will include detailed site studies, computer simulations of energy usage and itemized annual savings for each development, recommended energy conservation measures and the associated costs to implement these measures.
- C. A pre-proposal conference was conducted on March 22, 2011 enabling representatives from energy service companies to view our properties, at their request, and to discuss the project with Sacramento Housing and Redevelopment Agency Procurement staff.
- D. On February 23, 2011, the U.S. Department of Housing and Urban Development approved the request for proposals for the solicitation of Energy Service Companies and will review and approve negotiated contracts.
- E. The proposed actions to award and enter into a contract with an energy audit service to determine energy conservation measures for various Housing Authority properties is considered a feasibility and planning study. Therefore this action is statutorily exempt under California Environmental Quality Act (CEQA) Guidelines Section 15262.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- Section 1. All the evidence presented having been fully considered, the findings, as stated above, including environmental findings, are approved.
- Section 2. To select and award an energy services contract to Siemens Industry, Inc., Building Technologies Division as recommended by the selection committee in accordance with adopted Agency Procurement Policy and Procedures.
- Section 3. The Executive Director is authorized to execute a contract in an amount not to exceed \$50,000 to perform an energy audit of all public housing developments located throughout the city and county of Sacramento.
- Section 4. The Executive Director or her designee is authorized to use public housing capital funds for costs associated with this project.
- Section 5. The Executive Director or her designee is authorized to submit and enter into agreements with the United States Department of Housing and Urban Development (HUD) as necessary to implement the foregoing in a form approved by Agency Counsel.



Attachment 2

U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1300
www.hud.gov
espanol.hud.gov

Ms. La Shelle Dozier
Executive Director
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814

FEB 23 2011

SUBJECT: Energy Performance Contract Request For Proposals

Dear Ms. Dozier:

Our office has received your Agency's letter and subsequent e-mail correspondence requesting HUD's review and approval of the request for proposal (RFP) for Energy Performance Contracting. The RFP was received by HUD as an attachment to the February 10, 2011 e-mail. Our office provided comment to the RFP which have been addressed in email correspondence, based upon our review we are approving this RFP.

Our office commends the Sacramento Housing & Redevelopment Agency in its pursuit of an energy performance contract (EPC). HUD involvement is essential in the development of a successful contract that qualifies fully for financial incentives as outlined in 24 CFR 990. Our office will provide as much technical assistance as needed throughout the EPC review process. HUD Office of Field Operations (OFO) has established an Energy Center, and our office will coordinate the EPC review with the OFO Energy Center. The OFO Energy Center will use the Public Housing Environmental and Conservation Clearinghouse website (<http://www.hud.gov/offices/pih/programs/ph/phecc/eperformance.cfm>) to outline and distribute guidance on EPC review process.

The OFO Energy Center recommends that a Public Housing Authority (PHA) retain a consulting engineer to act as the owner's representative in an EPC contract with an Energy Services Company (ESCO). The purpose of this recommendation is to balance the negotiation process between an Authority which may be relatively unfamiliar with the EPC process and ESCOs which have years of experience in the industry. If a consultant is retained they should be a licensed professional engineering firm with EPC experience, preferably certified as a Certified Energy Manager (CEM).

HUD recommends that the RFP be announced, at a minimum, to the following groups for dissemination to their members and interested business partners:

1. National Association of Housing & Redevelopment Officials (NAHRO, www.nahro.org)
2. Public Housing Authority Directors Association (PHADA, www.phada.org)

HUD also recommends that the PHA develop a 'Finding of Fact' that documents the selection process and includes copies of all signed evaluation forms. Please forward copies of the 'Finding of Fact' and the following documents to our office when available:

1. Copy of the final RFP
2. Copy of the evaluation and selection forms.
3. Copy of the Energy Audit Agreement.

If you have any further questions, please contact Justin Gray, Public Housing Revitalization Specialist, at (415) 489-6445.

Sincerely,

A handwritten signature in black ink that reads "Stephen Schneller". The signature is written in a cursive style with a long horizontal flourish at the end.

Stephen Schneller
Director
Office of Public Housing



INVESTING IN COMMUNITIES

A Joint Powers
Agency

MEMBERS

City of Sacramento

County of Sacramento

Redevelopment Agency of
the City of Sacramento

Redevelopment Agency of
the County of Sacramento

Housing Authority of the
City of Sacramento

Housing Authority of the
County of Sacramento

Sacramento Housing and Redevelopment Agency

Request for Proposals

Energy Performance Contracting Program

RFP # 2011007-WW

Issued: March 14, 2011

Submittal Deadline

@ 2:00 PM – April 7, 2011

Sacramento Housing and Redevelopment Agency
Procurement Services – 2nd Floor
801 12th Street
Sacramento, CA 95814

Pre-Proposal Meeting – 9:00 A.M. – March 22, 2011

Sacramento Housing and Redevelopment Agency
SHRA Commission Room
801 12th Street
Sacramento, CA 95814

Copies of this RFP may be obtained from:
Procurement Services
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814
(916) 440-1378
ps@shra.org

Sacramento Housing and Redevelopment Agency

Request for Proposals

Energy Performance Contracting Program

RFP # 2011007-WW

Date: March 14, 2011

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Attachments

- Attachment A – SHRA - Housing Authority Property Listing
- Attachment B – Utility Consumption and Cost Data
 - (1) Form HUD 52722
 - (2) Utility Consumption and Cost Data by Site
- Attachment C – Current Utility Allowance Schedule
- Attachment D – SMUD Multi-Family Performance Program - HERS II Rater Requirements
- Attachment E – Form HUD 5369-B – Instructions to Offerors – Non-Construction
- Attachment F – Form HUD 5369-C – Certifications and Representations of Offerors – Non-Construction Contract
- Attachment G – SHRA Insurance Requirements
- Attachment H - Form HUD-5370-C – General Conditions for Non-Construction Contracts
- Attachment I – Fee Proposal Form – Energy Performance Project Implementation Costs

Introduction

The Sacramento Housing and Redevelopment Agency (SHRA), on behalf of the Housing Authority of the City and County of Sacramento (Housing Authority) is seeking proposals from interested Energy Services Companies (ESCOs) that are capable of providing comprehensive energy management and energy related capital improvement services that will improve the energy and water efficiency of the Housing Authority's housing complexes.

It is expected that the payment of obligation for the energy efficiency services and equipment is guaranteed by the ESCo to be less than the energy cost savings attributable to the services of equipment for the term of the contract.

Project Overview

The Housing Authority is interested in contracting for a full range of energy and water services and energy-related capital improvements financed through a performance-based contract with guaranteed savings and no initial capital cost to the Housing Authority. These services may include, but are not limited to: design, acquisition, installation, modification,

maintenance and training in the operation of existing and new equipment, all aimed at reducing energy consumption and cost associated with heating and ventilating systems, lighting systems, water systems, and other energy consuming devices.

The Housing Authority owns and operates 3,012 conventional public housing units. The housing inventory consists of six high-rise towers, seven elderly low-rise or garden complexes, thirteen family townhouse complexes, two family low-rise or garden complexes, and approximately 318 scattered site units. A detailed listing of all Housing Authority properties is included as Attachment A.

General Information

- 1) All energy performance contracts must comply with U.S. Department of Housing and Urban Development (HUD) regulations as defined in 24 CFR 990 and 24 CFR 965.
- 2) No contract related to the various services shall exceed 20 years in duration.
- 3) Only energy performance contract proposals based on a guaranteed savings agreement will be considered.
- 4) The savings guarantee is to mirror the HUD financial incentive payments to the Housing Authority fully protecting the Housing Authority in the event that the utility consumption savings are not met.

Scope of Services

- 1) The ESCo selected as a result of this RFP will be expected to be able to provide comprehensive energy services, including but not limited to:
 - a) Perform an investment quality comprehensive energy audit. The services must include:
 - i) An audit of current utility consumptions verifying all financial data reported to HUD.
 - ii) An audit of all energy systems within the Housing Authority.
 - iii) The energy audit should be completed utilizing a building energy use simulation software package similar to one of the following:
 1. DOE-2
 2. EZDOE
 3. Power DOE
 4. Visual DOE
 - b) Design and specify energy efficient equipment and systems.
 - c) Services associated with the procurement, installation, and commissioning of new energy efficient equipment. The Housing Authority's procurement policy and procedures shall be followed.
 - d) Preventive and emergency maintenance and servicing of the equipment installed.
 - e) Training Housing Authority staff with respect to routine maintenance and operation of all improvements.
 - f) Identifying and securing financing for the project. The Housing Authority's procurement and financial policies shall be followed in procuring these services.

- g) The Housing Authority requires a minimum guaranteed savings approach to the project. If the project does not generate the guaranteed level of savings in any given year, the ESCo will be responsible for reimbursing the Housing Authority the amount of the shortfall necessary to pay for annual project financing and all related contract obligations.
 - h) Must work cooperatively with the Housing Authority staff in coordinating this project.
 - i) Applying for financial incentives and rate reductions available from companies supplying fuel oil, natural gas, electricity, or transmission and associated distribution services in compliance with HUD's rate reduction incentive regulations.
 - j) Provide cost documentation to assist the Housing Authority in determining cost reasonableness. All cost breakdowns must conform to the Federal Cost Principles as defined in HUD Handbook 2210.18 and must be in sufficient detail to determine the allowability and allocability of costs. The cost principles are also contained in the Federal Acquisition Regulation 48 CFR Chapter 1, Part 31.
- 2) Attachments B and C are provided for your informational purposes, showing current usage and allowances.
 - 3) Measurement and Verification (M&V) – Utility consumption savings shall be validated using the current HUD Measurement and Verification Guidance.
 - 4) Perform a complete Sacramento Municipal Utility District (SMUD) on-site energy assessment and energy modeling per SMUD's Multi-Family Home Performance Program (HPP-MF) using a Whole-House Home Energy Rater II (HERS II Rater). Basic program requirements are provided as Attachment D. Visit SMUD's website for additional information at: www.SMUD.org.

Submission Procedures, Requirements and Selection Process

Contact

All questions and requests for clarification concerning this RFP are to be submitted in writing (letter, e-mail or fax) to:

Wayne Whitley – Procurement Services
(916) 442-6736 - Fax
E-Mail: wwhitley@shra.org

Do not contact other SHRA employees or Selection Committee members regarding this project or the selection procedures. SHRA will not be responsible for oral or other explanations / interpretations of the RFP document or procedures. Written replies to all inquiries will be furnished to all firms that have requested the RFP document from Procurement Services. If it becomes necessary to revise any part of this RFP, and addendum to the RFP will be issued to all firms that have received the RFP document.

Pre-Proposal Meeting

A Pre-Proposal meeting will be held at **9:00 A.M. on Tuesday, March 22, 2011** at the Sacramento Housing and Redevelopment Agency, 801 12th Street, SHRA Commission Room - 2nd Floor, Sacramento, CA 95814. The Pre-Proposal meeting is not mandatory; however, firms interested in submitting proposals are encouraged to attend.

Time and Place for Submission of Proposals

Firms interested in providing the services requested in this RFP shall closely examine the specific requirements and questions and submit **six (6) bound copies (1 original and 5 copies)** of their proposals to:

Sacramento Housing and Redevelopment Agency
RFP # 2011007-WW
Attn: Wayne Whitley – Procurement Services
801 12th Street
Sacramento, CA 95814

All submittals must be received no later than 2:00 P.M. on Thursday, April 7, 2011. If the submittal is late, incomplete, or lacking in the number of copies required, that firm may be eliminated from consideration. Postmarks, e-mails, and faxes will not be accepted.

Proposal Format

Proposals are to be bound, standard sized (8.5" x 11") pages. Proposals are not limited in length, however conciseness is encouraged. Be sure to fully address each item listed below as part of your RFP submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format, identifying each item, in order, by the appropriate number. Number each page.

Proposal Content

Section 1 - Statement of Qualifications

Offeror must include the following elements in response to this RFP:

1. Name and address of firm
2. Telephone and fax numbers.
3. Names, titles, and e-mail address of two people authorized to represent the firm on this project, and answer any questions presented.
4. Year firm was established.
5. Quantity and type of licensed and/or certified professionals in local office within 100 miles of the Housing Authority. If your firm does not have a local office, discuss the mechanism that will guarantee the local support services necessary for completing and servicing this project through the term of the contract.
6. Approach to project management
7. Describe the process to be followed in selecting and managing subcontractors.
8. Print out, complete and return as part of your submittal **Attachment F – Certifications and Representations of Offerors – HUD Form 5369-C.**

Required to be considered for award of contract. Instructions are provided as Attachment E.

9. **Official Statement of Offeror** - The proposal shall include a statement to the effect that the proposal is a firm offer for a minimum 120-day period. The proposal shall also provide the: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.

Section 2 - Project Experience

Describe three to five projects that best exemplify the range of technical and financial services provided by the ESCo for a project similar to this one. Demonstration of your experience with similar projects shall be understood to include development of performance contracts to furnish energy services in institutional or commercial facilities of similar size, systems, and use. Each project description should include:

1. Customer's name and address
2. Total contract cost.
3. Type of contract; guaranteed savings, no guarantee, etc.
4. Name and telephone number of references for the project. (Housing Authority presumes permission to contact).
5. Brief description of the project's scope of services and status. (Include type of facility at which project was implemented, whether the project was completed on the original schedule and whether significant problems occurred that affected project performance. As appropriate, identify all prime contractors or subcontractors and their role in each project. This section should be used to demonstrate the firm's experience in completing a project using the technologies relevant to the Housing Authority's facilities.
6. Energy use (consumption) and costs prior to project implementation.
7. Level of projected annual energy cost savings and annual levels actually achieved. This section should document the projected versus the actual cash flows of the contracts including the cost benefit to the Housing Authority as related to the different HUD incentives.
8. Identify members of the proposed project team involved with the sample projects and their current primary office location.
9. Type of HUD incentive utilized: Freezing the rolling base or Add-on subsidy.
10. Type of verification methodology utilized: Describe the International Performance Measurement and Verification Protocol (IPMVP) methodology used along with a description of the yearly measurement and verification process for all stipulated \ savings.

Section 3 – Staffing Plan

This section should include a brief description of the individual experience and qualifications of the proposed project staff. Only those individuals proposed to work directly on the project should be included in the Staffing Plan. The staffing plan should include name, title, experience and relevant duties of each individual proposed for this specific project. Consistency of staff in the example projects and the proposed team should be given priority. Also, project teams that are primarily or completely composed of staff from the offeror or related companies should also be given priority.

In addition, any subcontractors the ESCo intends to use for the project shall be identified and their role(s) described. Provide subcontractor's name, address, contact person, phone number and relevant experience.

Examples of subcontractors that shall be identified include but are not limited to:

- i) Architectural/engineering firm that will be responsible for project design.
- ii) Energy auditing firm.
- iii) Construction manager.

Section 4 – Technical Capability

In this section you are to demonstrate the quality and comprehensiveness of your approach to the project, compliance with HUD requirements, and methodologies.

Section 4-1- Explain the project management approach the organization will take in delivering the comprehensive technical services required to audit, design, install, and maintain the proposed energy efficiency improvements. Actual designs/specifications are not required at this time.

Section 4-2 - Describe the Comprehensive Energy Audit that will be conducted for this project after selection of an ESCo on the basis of this RFP. Your proposal must include information on the systems to be covered, the personnel to be involved and the general method to be used. Provide, as an attachment, an abridged copy of the Comprehensive Energy Audit developed for one of the example projects listed above. The example audit provided should be similar to the Comprehensive Energy Audit anticipated for this project.

Section 4-3 - Describe in detail the method you will use to compute the energy baseline. Attach a sample computation from a previous project done by your firm, with full documentation of methods, assumptions and input data. Explain how verification of HUD reported consumption values will be verified.

Section 4-4 - Describe your firms understanding of:

- i. Resident paid utility allowances, the affect they have on this type of program, and your comprehension of 24 CFR 965 subpart E;
- ii. The three typical HUD incentives for energy cost reduction and which methodology is most utilized by your firm, how they interact and why an incentive is chosen;
- iii. Explain how your firm contractually deals with utility unit costs (rates) in relation to the financial savings created by your programs;
- iv. Measurement and verification techniques utilized by your firm to establish and report on guaranteed savings.

Section 5 – Use of Green and Renewable Energy Technologies

Describe how Green and Renewable Technologies will be incorporated into the project. Specifically any improvements and innovations that minimize the operating cost for SHRA.

Section 6 - Financial Terms

1. Define procedures for acquisition, financing, and ownership of equipment to be installed as part of this project that responsibly maximizes the net economic benefit to the Housing Authority and reduces risk.
2. Provide the financial information required in Attachment I which requests estimated costs that are based on the information provided in this RFP. For the purpose of calculating the overhead and profit percentages, the unburdened construction cost shall be defined as the value of the construction costs anticipated without any additional mark-up by the ESCo. Include Attachment I as part of your proposal.

Overhead cost will be evaluated for the value brought to the Housing Authority by the proposed approach to project implementation. The percentage of non-HUD incentives that will be given to the Housing Authority will be considered in evaluation of the financial benefits of the proposal.

Section 7 – Proposed Project Schedule

The proposal must provide a complete schedule for achievement of all major project milestones including but not limited to:

1. Commencement and completion of energy audits.
2. Detail all tasks involved with the completion of the energy audit and the expected timeline for the completion of each.
3. Explain how you intend to achieve the project schedule.

Selection Process

1. Anticipated Timetable
 - a. Receipt of Proposals: 04/7/2011
 - b. Interviews (if deemed necessary): Week of 4/18/2011
 - c. Final Selection: 04/26/2011
 - d. Contract execution (energy audit): 05/20/2011
2. A Selection Committee will be established according to SHRA policy. Members of the Selection Committee will be provided copies of each submittal received. Each Selection Committee member will evaluate each submittal individually.
3. Evaluation Criteria – The written proposals will be evaluated, in order of priority, based on the following criteria. The percentages demonstrate the relative weight of each criteria in the written evaluation process.

| | |
|---|-----|
| a. Project Experience | 30% |
| b. Use of Green and Renewable Energy Technologies | 25% |
| c. Financial Terms | 20% |
| d. Technical Capacity | 15% |
| e. Staffing Plan | 5% |
| f. Proposed Project Schedule | 5% |

4. Review of the proposals will follow the submittal deadline. It is anticipated that the Selection Committee will rank the firms and make a final selection directly from the written submittals. However, SHRA reserves the right to request clarifications or additional information from any or all firms submitting proposals.
5. If deemed necessary, and at the sole discretion of the Selection Committee, oral interviews will be scheduled at a later date with the top ranked one to three (1 – 3) firms and final selection made after the interviews. Interviews may be held to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Should your firm be invited to an interview, the proposed project team should be made available to discuss their individual experience, as well as their specific role in this project.
6. Upon completion of the written evaluation, and possibly interviews, the Selection Committee will recommend the most qualified ESCo to management for award of contract.
7. SHRA intends to contract with the Offeror which SHRA determines to be the most responsive to the requirements of the RFP and who can accomplish the requirements set forth in this RFP in a manner which is overall most advantageous to SHRA, considering qualifications, past experience, cost and other evaluation factors. In this context, SHRA specifically reserves the right to award to an Offeror other than the one with the lowest cost proposal.
8. Should any Offeror wish to protest the final selection, they shall have ten (10) calendar days after the date of the selection letter to submit to SHRA a written protest. The written protest shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any offeror who has a legitimate protest must provide evidence that the selected offeror is not qualified. Protest letters are to be sent to:

Sacramento Housing and Redevelopment Agency
Attn: Procurement Services Supervisor
801 12th Street, 2nd Floor
Sacramento, CA 95814

All protests shall be resolved in accordance with SHRA's protest policy and procedures, copies of which are maintained at SHRA and available upon request

Contract Negotiations and Contractual Provisions

Any and all contracts resulting from this RFP are subject to SHRA Insurance Requirements (Attachment G). With **NO EXCEPTIONS** all of the insurance requirements must be met prior to execution of any contract. The same insurance requirements apply to any and all subcontractors the selected ESCo may employ.

With the acceptance of the audit and proposed program, the Housing Authority and the selected ESCo shall enter into formal program contracts that shall include the following points or provisions:

1. The contents of the RFP
2. Insurance requirements
3. Audit phase
 - i. Standard Agency Contract.
 - ii. Contract Provisions
 - iii. Federal Requirements
 - iv. Form HUD-5369-C - Certifications and Representations of Offerors, Non-Construction Contract
 - v. Form HUD-5370-C – General Conditions for Non-Construction Contracts (Attachment H)
4. Design Phase
 - i. Amendment to the audit phase contract.
5. Construction Phase
 - i. Construction Contract
 - ii. Form HUD-5369 – Instructions to Bidders for Contracts, Public and Indian Housing Programs
 - iii. Form HUD-5370 – General Conditions for Construction Contracts – Public Housing Programs
 - iv. Supplemental General Conditions for Construction Contracts – Public Housing Programs
 - v. The ESCo shall provide to the Housing Authority assurance of completion in the form of separate performance and labor and material payment bonds, each in the penal sum of 100% of the contract price.
 - vi. Davis-Bacon prevailing wage decision
6. Maintenance
 - i. Standard Agency Contract
 - ii. Contract Provisions
 - iii. Federal Requirements
 - iv. General Contract Conditions, Non-Construction, form HUD-5370 Section I and Section II.
 - v. HUD Determined Routine Maintenance wage decision
7. The Housing Authority retains final approval over the scope of work and end-use conditions.
8. The ESCo must provide a final schedule of project milestones including equipment-servicing provisions, which will become part of the final contract. In the event any milestone or equipment servicing provision is not met as scheduled, without prior approval, the Housing Authority reserves the right to consider it as default and withdraw from all contractual obligations without penalty.
9. The Housing Authority must have access to inspect, test and approve both the work conducted in the facility, during construction and operations, as well as access to the books, records, and other compilations of data that pertain to the performance of the provisions and requirements of the agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.

10. The ESCo will fully disclose all costs, including the cost of subcontractors, vendors, and materials.
11. The ESCo will be responsible for maintaining the levels of comfort for each building as specified. Persistent failure to maintain the defined climate and lighting conditions will constitute a default.
12. All drawings, reports and materials prepared by the ESCo specifically in performance of the contract shall become the property of the Housing Authority and shall be delivered to the Housing Authority as needed or upon completion of construction.
13. All work completed under this contract must be in compliance with all California and Local building codes.
14. The selected firm and any subcontractors must hold appropriate accreditation, certification and licensing standards to perform work in California and the City and County of Sacramento.
15. The Housing Authority shall reserve the right to renegotiate if changes in the regulatory or utility climates or if the Housing Authority's use of energy warrant it and/or permit the addition or deletion of sites to the contract.
16. The contract must meet applicable HUD procurement requirements found at 24 CFR 85.36.
17. The contract and program must meet applicable HUD operating subsidy requirements found at 24 CFR 990.185, as well as applicable energy performance requirements found at 24 CFR 965.308

Additional Requirements

The offeror acknowledges his/her contractual obligations for the following:

1. Specific standards of comfort will be defined and must be maintained throughout the term of the contract.
2. A registered professional engineer must, at a minimum, review and approve design work done under this contract.
3. The ESCo will be required to work with the Housing Authority construction staff during the construction phase.
4. The ESCo will be required to work with the current building management and maintenance personnel in order to provide appropriate training in retrofit operation to the Housing Authority personnel and residents. No equipment shall be installed which would necessitate the Housing Authority hiring additional personnel unless contract negotiations produce an explicit exemption from this provision.
5. The ESCo must provide Mylar, reproducible "as built," and three (3) sets of record drawings of all existing and modified conditions associated with this project, conforming to typical engineering standards. These should include architectural, mechanical, structural, and control drawings and operating manuals. Drawings must be provided to the Housing Authority within 30 days of the completion of installation. Moreover, if these drawings are

produced on a computer, the ESCo will also provide to the Housing Authority a copy of the file and one licensed version of the program used to produce the drawing.

6. At least three (3) maintenance manuals per complex will be provided for all equipment provided under the contract. Manuals are subject to the approval of the Housing Authority.
7. At least three (3) copies of record product data will be provided to the Housing Authority for each location.
8. Upon the completion of the final contract, the ESCo shall provide the Housing Authority a single comprehensive schedule of necessary preventative maintenance for all installations for the five (5) years following the contract closeout.
9. In the execution of the performance of the various contracts it may be necessary for the ESCo to sublet part of the work to others; however, the ESCo shall not award any work to any subcontractor without prior written approval of the Housing Authority, such approval shall not be given until the ESCo submits to the Housing Authority a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Housing Authority may require.
10. The ESCo shall be fully responsible to the Housing Authority for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the subcontractors, and for the acts and omissions of persons directly employed by the ESCo.
11. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Housing Authority.
12. The ESCo shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or high right, title or interest in the same or any part thereof, without the previous written consent of the Housing Authority. The ESCo shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the previous written consent of the Housing Authority.
13. The Housing Authority seeks to structure the contract such that the energy savings will be sufficient to pay any debt service, annual ESCo fees, and possible consulting fees incurred by the Housing Authority.
14. The Housing Authority may participate in the competitive bidding and selection of all construction contractors. Construction bids will be reviewed with the Housing Authority and contractor selection will be jointly determined between the ESCo and the Housing Authority.

The Housing Authority shall approve the bid documents and any subsequent addenda required prior to release. If the proposer is intending to provide a portion or all of the construction utilizing their own personnel, the process by which the assurance of a competitive construction cost will be insured shall be described in detail. None of the ESCo's expenses and/or overheads shall be included in any way as part of the construction bids. A signed certification statement shall be required from the ESCo stating this is true.

SHRA Rights, Options, and Policies

1. SHRA reserves the right to decide that one firm is more responsive than the others and to select after review of the written submittals only.
2. SHRA reserves the right to reject any and all submissions, request additional information, amend the project schedule, or issue additional requirements throughout the selection process. It is the responsibility of the consultant to verify that all necessary information is submitted by the due date.
3. SHRA reserves the right to modify any portion, postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason. No submission documents will be returned.
4. SHRA reserves the right to reject individual team members, firms, and request substitution without indicating any reason prior to contract award.
5. SHRA highly encourages participation by local qualified firms and contractors in all aspects of consultant contracting unless the project requires unusual or highly specialized services.
6. SHRA actively encourages participation of small, minority and women owned business enterprises in all aspects of contracting.
7. No compensation is offered for any work related to this selection process. Submissions are entirely voluntary. All original documents including electronic files become the property of the SHRA. If any submission is late or incomplete in any way, that team will be eliminated from consideration.
8. Materials contained in each proposal will be considered proprietary until selection. Following selection, however, the contract scope of work may be amended by the SHRA and negotiated based upon ideas provided by any source.
9. In accordance with federal and state laws, the SHRA does not discriminate on the basis of race, color, national origin, gender, sexual orientation, religion, age, veteran's status or disability in the provision of services.
10. Procured consultants / contractors will not be considered SHRA personnel and the SHRA assumes proposal of certain personnel to be a statement of their availability to do the work.
11. SHRA reserves the right to select more than one respondent, to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the SHRA's choosing.

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|--------------------------|----------------------|---|-----------|------------------|------|----|-----|----|----|----|---|--|
| RSM - Lengyel, Brian | (506) Alder Grove | Mgmt office: 816 Revere Street, Sac, 95818 | | | | | | | | | | |
| SM - Wilbanks, Brenda | CA005000101P | NEW HELVETIA | 652-828 | BROADWAY | 32 | | 8 | 16 | 8 | | | |
| ASM - Livermore, Debra | CA005000101P | NEW HELVETIA | 757-771 | KEMBLE ST | 28 | | 16 | 8 | 2 | 2 | | |
| MT - Rogers, Lee | CA005000101P | NEW HELVETIA | 2659 | KIT CARSON ST | 122 | | 12 | 66 | 34 | 6 | 4 | |
| MT - Bolen, David | CA005000101P | NEW HELVETIA | 731 | MARSH ST | 12 | | 4 | 6 | 2 | | | |
| MTL - Newman, Mike | CA005000101P | NEW HELVETIA | 2566 | MUIR WY | 24 | | 6 | 16 | | 2 | | |
| MW - Chandra, Satish | CA005000101P | NEW HELVETIA | 729 | REVERE ST | 42 | | 7 | 24 | 7 | 4 | | |
| HT - Rocha, Georgina | CA005000101P | NEW HELVETIA | 2655 | RINGGOLD ST | 40 | | 20 | 8 | 12 | | | |
| | CA005000101P | NEW HELVETIA | 275 | WARNER ST | 60 | | 12 | 33 | 15 | | | |
| Fax | | | | | 360 | | | | | | | |
| RSM - Wallace, Karen | (507) Marina Vista | Mgmt office: 240 Seavey Circle, Sac, 95818 | | | | | | | | | | |
| SM - Self, Yolanda | CA005000102P | RIVER OAKS | 2773-2779 | 3rd ST | 4 | | 4 | | | | | |
| ASM - Ledet, Marc | CA005000102P | RIVER OAKS | 2670-2788 | 5th ST | 60 | | 4 | 24 | 24 | 8 | | |
| MW - Greg Helzerman | CA005000102P | RIVER OAKS | 1 | Mark Hopkins Crt | 6 | | | 2 | 2 | 2 | | |
| MTL - Pasquini, Mike | CA005000102P | RIVER OAKS | 300-476 | RIVER BEND CIR | 79 | | 8 | 34 | 30 | 7 | | |
| MT - Rowzee, Steve | CA005000102P | RIVER OAKS | 1 | SEAVEY CIR | 212 | | 28 | 84 | 80 | 20 | | |
| MW - Faubel, James | CA005000102P | RIVER OAKS | 301-427 | VALLEJO WY | 30 | | | 14 | 14 | 2 | | |
| HT - Earls, Londell | | | | | 391 | | | | | | | |
| RSM - Lengyel, Brian | (503) Midtown Manor | Mgmt office: 1725 K Street, Sac, 95814 | | | | | | | | | | |
| SM - Dumas, Jennifer | CA005000103P | CAPITOL TERRACE | 1820 | CAPITOL AV | 84 | | 84 | | | | | |
| ASM - Ostrow, Mike | CA005000103P | COMSTOCK | 1725 | K ST | 80 | | 80 | | | | | |
| MTL - Garner, Ray | CA005000103P | SIERRA VISTA | 1107 | 23rd ST | 78 | | 78 | | | | | |
| MT - True, Herb | CA005000103P | WASHINGTON PLAZA | 1318 | E ST | 76 | | 76 | | | | | |
| MT - Doyle, Don | | | | | 318 | | | | | | | |
| MT - Culson, Rudy | | | | | | | | | | | | |
| HT - Rowe, Wiley | | | | | | | | | | | | |
| RSM - Lengyel, Brian | (504) Meadow Commons | Mgmt office: 31 Coral Gables Court, Sac, 95822 | | | | | | | | | | |
| SM - Leeper, Donald | CA005000104P | COLONIAL HEIGHTS | 1 | CLAUSS CRT | 80 | | 80 | | | | | |
| MTL - Thomason, Jeff | CA005000104P | Coral Gables | 89-137 | Coral Gables Crt | 14 | | | | | 14 | | |
| MT - Grady, Dan | CA005000104P | MANDY | 7280-7290 | MANDY DR | 13 | | 3 | 10 | | | | |
| MT - Sinclair, Charles | CA005000104P | Meadowgate | 7269-7281 | Meadowgate Dr | 11 | | 3 | 8 | | | | |
| HT - Rodriguez, Gabriela | CA005000104P | RIO | 1000 | RIO LANE | 20 | | | | | 20 | | |
| | CA005000104P | SCATTERED SITES | 6552-6566 | 24th St | 8 | | | | | 8 | | |
| | CA005000104P | WILLIAM LAND VILLA | 1043 | 43rd Ave | 28 | | 28 | | | | | |
| | | | | | 174 | | | | | | | |
| RSM - Wallace, Karen | (505) Oak Park | Mgmt office: 3543 1st Avenue #1, Sac, 95817 | | | | | | | | | | |
| SM - Castillo, Judy | CA005000105P | Oak Park | 2970 | 2nd Avenue | 4 | | | | | 4 | | |
| MT - Upton, Bart | CA005000105P | Vista Arms | 3123 | 2nd Avenue | 5 | | | 5 | | | | |
| MT - Sorenson, Carl | CA005000105P | Vista Arms | 3143 | 3rd Avenue | 5 | | | 5 | | | | |
| HT - Medeiros, Natsha | CA005000105P | Vista Arms | 3635 | 5th Avenue | 4 | | | 4 | | | | |
| | CA005000105P | Oak Park | 3685 | 5th Avenue | 4 | | 4 | | | | | |
| | CA005000105P | Oak Park | 3509-3515 | 36th Street | 4 | | | 4 | | | | |
| | CA005000105P | Vista Arms | 3819 | 4th Avenue | 10 | | 8 | 2 | | | | |
| | CA005000105P | Oak Park | 4556-4568 | 10th Avenue | 4 | | | 4 | | | | |
| | CA005000105P | Fairgrounds | 100 | Fairgrounds | 24 | | | | | 24 | | |
| | CA005000105P | LINCOLN MANOR | 2845 | 37th Street | 18 | 10 | 8 | | | | | |
| | CA005000105P | Town Homes | 2910-2912 | 35th Street | 20 | | | 10 | 10 | | | |
| | CA005000105P | Glen Haven | 3649-51 | 2nd Avenue | 8 | | | 1 | 1 | 6 | | |
| | CA005000105P | Vista Arms | 3245 | 3rd Avenue | 5 | | | 5 | | | | |
| | CA005000105P | SCATTERED SITES | 3250 | W Street | 3 | | | 3 | | | | |
| | CA005000105P | SHERMAN OAKS | 3543 | 1st Avenue | 32 | 16 | 16 | | | | | |
| | | | | | 150 | | | | | | | |
| RSM - Lengyel, Brian | (501) Buena Vista | Mgmt Office: 2526 L St., #103, Sac, 95816 | | | | | | | | | | |
| SM - Dumas, Jennifer | CA005000106P | BIG TREES APTS | 2516 | H ST | 29 | | 29 | | | | | |
| ASM - Ostrow, Mike | CA005000106P | PINE KNOLL | 917 | 38th St | 30 | | 30 | | | | | |
| MTL - Olivas, Jerry | CA005000106P | RIVERVIEW APTS | 626 | I ST | 108 | | 108 | | | | | |
| MT - Schermerhorn, Wayne | CA005000106P | SUTTERVIEW | 2526 | L ST | 77 | | 77 | | | | | |
| HT - Boyle, Karon | | | | | 244 | | | | | | | |
| RSM - Lengyel, Brian | (502) The Mill | Mgmt office: 480 Redwood Avenue #B2, Sac, 95815 | | | | | | | | | | |
| SM - Parker, Lynn | CA005000107P | ALKALI FLAT FAMILY | 412-414 | 13th St | 2 | | | 2 | | | | |
| MT - Dominquez, Leo | CA005000107P | ALKALI FLAT FAMILY | 1512 | D ST | 3 | | | 3 | | | | |
| MT - Accardi, Joe | CA005000107P | ALKALI FLAT FAMILY | 1226-1228 | D ST | 2 | | | 2 | | | | |

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|-----------------------|------------------------|-------------------------------------|---------|------------------|------|---|----|---|----|---|---|
| HT - Watson, Victoria | CA005000107P | ALKALI FLAT FAMILY | 909-923 | F ST | 9 | | | 1 | 8 | | |
| | CA005000107P | CONNIE | 2532 | CONNIE DR | 14 | | | | 14 | | |
| | CA005000107P | FOLSOM | 4921 | FOLSOM BLVD | 10 | | | | 10 | | |
| | CA005000107P | GIBSON OAKS | 480 | REDWOOD AV | 80 | | 80 | | | | |
| | CA005000107P | GRAN CASA LINDA | 3725 | CYPRESS ST | 40 | | 40 | | | | |
| | CA005000107P | West Silvereagle | 425 | W Silvereagle RD | 10 | | | | 10 | | |
| | | | | | 170 | | | | | | |
| RSM - Wallace, Karen | Lexington Place | Mgmt office: 321 Eliza Street, Sac, | 95811 | | | | | | | | |
| SM - Cantrill, Angela | CA005000108P | Sec.32 - Oak PK | 3661 | 4th AV | 1 | | | | 1 | | |
| MTL - Deam, Ken | CA005000108P | Sec.32 - Oak Pk | 3641 | 5th AV | 1 | | | | 1 | | |
| MT - Elliott, Bill | CA005000108P | Sec.32 - Oak Pk | 3625 | 6th AV | 1 | | | | 1 | | |
| MT - Vacant | CA005000108P | Sec 32 | 4439 | 6th AV | 1 | | | | 1 | | |
| MW - Joe Martinez | CA005000108P | Sec 32 | 5064 | 10th AV | 1 | | | | 1 | | |
| HT - Burks, Shelina | CA005000108P | Sec 32 | 7359 | 15th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3817 | 16th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7650 | 17th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7791 | 19th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7807 | 19th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3804 | 21st AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3421 | 21st AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7670 | 22nd ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7676 | 22nd ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2931 | 24th AV | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 4001 | 32nd ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1575 | 34th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3917 | 36th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 4308 | 36th ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 8004 | 38th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3922 | 39th ST | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 7714 | 40th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7726 | 40th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7730 | 40th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7732 | 40th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7748 | 40th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2943 | 42nd ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2184 | 50th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7612 | 51st AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2145 | 63rd AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1467 | 66th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1436 | 68th AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 716 | ACACIA AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 - Del Paso H. | 3829 | ALDER ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7834 | AMHERST ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 142 | ARCADE BIVD | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 212 | ARCADE BIVD | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2252 | ARLISS WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 212 | ARROWROCK RD | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2270 | BABETTE WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2274 | BABETTE WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2161 | BERG AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 5110 | BRADFORD DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2515 | CADJEW AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 8000 | CAPISTRANO WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 8020 | CAPISTRANO WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 44 | CATHCART AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 198 | CATHCART AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 139 | DANVILLE WY | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 7722 | DETROIT BL | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 250 | FAIRBANKS AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3901 | FELL ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3927 | FELL ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1611 | FLORIN RD | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1531 | GLIDDEN AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 6508 | GOLF VIEW DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 2891 | GROVE ST | 1 | | | | 1 | | |

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|-----------------------|------------------|-------------------------------------|-----------|-------------------|------|---|---|---|---|---|---|
| | CA005000108P | Sec 32 | 3527 | HIGH ST | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 3908 | HIGH ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 613 | LINDSAY AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7712 | LYTLE ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7759 | LYTLE ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7651 | MANORSIDE DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 4024 | MARTIN L. KING BL | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7563 | MEADOWAIR WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 573 | MORRISON AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1001 | NORTH AV | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 156 | OLMSTEAD DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 180 | OLMSTEAD DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 136 | REDONDO AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3600 | REEL CIRCLE | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7509 | SCHREINER ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 616 | SOUTH AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1329 | STEPHANIE AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1340 | STEPHANIE AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1409 | STEPHANIE AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1424 | STEPHANIE AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1543 | STERLING ST | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 1429 | STODDARD ST | 1 | | | 1 | | | |
| | CA005000108P | Sec 32 | 7684 | SWEETBRIER WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7470 | SYLVIA WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 3917 | TEMPLE AV | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7542 | TWILIGHT DR | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7604 | VALLECITOS WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7616 | VALLECITOS WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7717 | VALLECITOS WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 7736 | VALLECITOS WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 1444 | WACKER WY | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 6021 | WILKINSON ST | 1 | | | | 1 | | |
| | CA005000108P | Sec 32 | 6071 | WILKINSON ST | 1 | | | | 1 | | |
| | | | | | 90 | | | | | | |
| RSM - Wallace, Karen | Windscape | Mgmt office: 321 Eliza Street, Sac, | 95811 | | | | | | | | |
| SM - Cantrill, Angela | CA005000109P | Oak Park | 4114 | 3rd AV | 1 | | | | | 1 | |
| MTL - Deam, Ken | CA005000109P | Oak Park duplex | 3740-3744 | 9th AV | 2 | | | 2 | | | |
| MT - Elliott, Bill | CA005000109P | duplex | 2221-2223 | 16th AV | 2 | | | 2 | | | |
| MT - Vacant | CA005000109P | | 7557 | 18th ST | 1 | | | | | 1 | |
| MW - Joe Martinez | CA005000109P | duplex | 7701-7705 | 18th ST | 2 | | | | 2 | | |
| HT - Burks, Shelina | CA005000109P | Oak Park duplex | 3421-23 | 19th AV | 2 | | | | 2 | | |
| | CA005000109P | | 7441 | 19th ST | 1 | | | | | 1 | |
| | CA005000109P | Oak Park | 3605 | 22nd AV | 1 | | | | | 1 | |
| | CA005000109P | duplex | 4231-4237 | 23rd ST | 2 | | | 1 | 1 | | |
| | CA005000109P | duplex | 7045-7047 | 24th ST | 2 | | | | 1 | 1 | |
| | CA005000109P | | 4100 | 47th ST | 1 | | | | | 1 | |
| | CA005000109P | | 2131 | 62nd AV | 1 | | | | | 1 | |
| | CA005000109P | duplex | 1780-1786 | 71st AV | 2 | | | | 2 | | |
| | CA005000109P | duplex | 1781-1785 | 71st AV | 2 | | | | 2 | | |
| | CA005000109P | duplex | 1801-1803 | 71st AV | 2 | | | | 2 | | |
| | CA005000109P | | 7885 | ANN ARBOR WY | 1 | | | | | 1 | |
| | CA005000109P | duplex | 1501-1505 | ANOKA AV | 2 | | | | 2 | | |
| | CA005000109P | | 74 | ARCADE BLVD | 1 | | | | | 1 | |
| | CA005000109P | duplex | 1500-1522 | ARMINGTON AV | 2 | | | | 2 | | |
| | CA005000109P | | 3937 | BELDEN ST | 1 | | | | | 1 | |
| | CA005000109P | | 6142 | Belleau Wood LN | 1 | | | 1 | | | |
| | CA005000109P | | 1731 | Bowling Green DR | 1 | | | | | 1 | |
| | CA005000109P | Del Paso Heights | 3933 | BRANCH ST | 1 | | | | | 1 | |
| | CA005000109P | Del Paso Heights | 3934 | BRANCH ST | 1 | | | | | 1 | |
| | CA005000109P | Del Paso Heights | 3628 | CLAY ST | 1 | | | | | 1 | |
| | CA005000109P | Del Paso Heights | 3840 | CLAY ST | 1 | | | | | 1 | |
| | CA005000109P | | 7434 | COSGROVE WY | 1 | | | | | 1 | |
| | CA005000109P | | 7458 | COSGROVE WY | 1 | | | | | 1 | |
| | CA005000109P | | 7462 | COSGROVE WY | 1 | | | | | 1 | |
| | CA005000109P | | 7466 | COSGROVE WY | 1 | | | | | 1 | |

HOUSING AUTHORITY PROPERTY LISTING

| STAFF | 06 PRJCT # | COMPLEX | ADDRESS | Street | Unit | 0 | 1 | 2 | 3 | 4 | 5 |
|----------------------|-------------------|-------------------------------------|-----------|----------------|------------|---|----|----|----|----|---|
| | CA005000109P | | 146 | DANVILLE WY | 1 | | | | | | 1 |
| | CA005000109P | | 7786 | DETROIT BLVD | 1 | | | | | | 1 |
| | CA005000109P | duplex-7221 Fruitridge | 5550 | EMERSON RD | 1 | | | 1 | | | |
| | CA005000109P | Del Paso Heights | 100 | FAIRBANKS AV | 1 | | | | | | 1 |
| | CA005000109P | | 2148 | FLORIN RD | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 44 | FORD RD | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 48 | FORD RD | 1 | | | | | | 1 |
| | CA005000109P | Phoenix Park | 7312 | FRANKLIN BLVD | 1 | | | 1 | | | |
| | CA005000109P | duplex-5550 Emerson | 7221 | FRUITRIDGE RD | 1 | | | 1 | | | |
| | CA005000109P | Del Paso Heights | 637 | GRAND AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 1142-1144 | GRAND AV | 2 | | | 2 | | | |
| | CA005000109P | Del Paso Heights | 309-311 | GRAVES AV | 2 | | | 2 | | | |
| | CA005000109P | | 237 | HAGGIN AV | 1 | | | | | | 1 |
| | CA005000109P | | 3836 | HAYWOOD ST | 1 | | | | | | 1 |
| | CA005000109P | | 6129 | HERMOSA ST | 1 | | | | | | 1 |
| | CA005000109P | duplex | 1600-1608 | JANRICK AV | 2 | | | | 2 | | |
| | CA005000109P | | 2327 | JOHN STILL DR | 1 | | | | | | 1 |
| | CA005000109P | duplex | 530 | LAMPASAS AV | 2 | | | | 2 | | |
| | CA005000109P | | 375 | LINDLEY DR | 1 | | | | | | 1 |
| | CA005000109P | | 1713 | NEIHART AV | 1 | | | | | | 1 |
| | CA005000109P | | 65 | OLMSTEAD DR | 1 | | | | | | 1 |
| | CA005000109P | | 2854-2864 | PROVO WY | 2 | | | | 2 | | |
| | CA005000109P | | 2855-2865 | PROVO WY | 2 | | | | 2 | | |
| | CA005000109P | | 1920 | QUINCY AV | 1 | | | | | | 1 |
| | CA005000109P | | 71 | REDONDO AV | 1 | | | | | | 1 |
| | CA005000109P | | 200 | REDONDO AV | 1 | | | | | | 1 |
| | CA005000109P | | 3672 | REEL CIRCLE | 1 | | | | | | 1 |
| | CA005000109P | | 7743 | REENEL WY | 1 | | | | | | 1 |
| | CA005000109P | | 4137 | RIO LINDA BLVD | 1 | | | | | | 1 |
| | CA005000109P | | 734 | RIO TIERRA AV | 1 | | | | | | 1 |
| | CA005000109P | OAK PARK | 3254 | SANTA CRUZ WY | 1 | | | 1 | | | |
| | CA005000109P | | 7826 | SHRADER CIRCLE | 1 | | | | | | 1 |
| | CA005000109P | | 7832 | SHRADER CIRCLE | 1 | | | | | | 1 |
| | CA005000109P | | 7838 | SHRADER CIRCLE | 1 | | | | | | 1 |
| | CA005000109P | | 7844 | SHRADER CIRCLE | 1 | | | | | | 1 |
| | CA005000109P | | 1021 | SOUTH AV | 1 | | | | | | 1 |
| | CA005000109P | OAK PARK duplex | 4058-4060 | SUMAC LANE | 2 | | | | 2 | | |
| | CA005000109P | duplex | 2850-2860 | UTAH AV | 2 | | | | 2 | | |
| | CA005000109P | duplex | 2851-2861 | UTAH AV | 2 | | | | 2 | | |
| | CA005000109P | Del Paso Heights | 3183 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3199 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3203 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3249 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3255 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3287 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3293 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3301 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3319 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3325 | WESTERN AV | 1 | | | | | | 1 |
| | CA005000109P | Del Paso Heights | 3349 | WESTERN AV | 1 | | | | 1 | | |
| | CA005000109P | | 1044 | WESTWARD WY | 1 | | | | | | 1 |
| | CA005000109P | Phoenix Park | 4052 | WEYMOUTH LN | 1 | | | | 1 | | |
| | CA005000109P | Phoenix Park | 4225 | WEYMOUTH LN | 1 | | | | 1 | | |
| | | | | | 103 | | | | | | |
| RSM - Wallace, Karen | (525) Twin Rivers | Mgmt office: 321 Eliza Street, Sac, | | 95811 | | | | | | | |
| SM - Rudig, Allison | CA007000201P | Twin Rivers | 1215-1238 | DELTA St | 24 | | 4 | 12 | 4 | 4 | |
| MTL - Martz, Mike | CA007000201P | Twin Rivers | 300-482 | Dos Rios St | 20 | | 8 | 8 | 4 | | |
| MT - Croxen, Ronald | CA007000201P | Twin Rivers | 320-562 | ELIZA St | 42 | | 12 | 22 | 4 | 4 | |
| HT - Clark, Yolanda | CA007000201P | Twin Rivers | 1201-1242 | ISABEL St | 35 | | 16 | 14 | 4 | | 1 |
| | CA007000201P | Twin Rivers | 500-510 | LOUISE St | 8 | | | 2 | | 4 | 2 |
| | CA007000201P | Twin Rivers | 1200-1240 | MCCARTHY CRT | 21 | | | 8 | 12 | | 1 |
| | CA007000201P | Twin Rivers | 303-473 | MINT St | 26 | | 4 | 14 | 4 | 4 | |
| | CA007000201P | Twin Rivers | 1205-1239 | RICHARDS BLVD | 16 | | | | | 16 | |
| | CA007000201P | Twin Rivers | 1200-1234 | SITKA St | 26 | | 8 | 6 | 10 | | 2 |
| | | | | | 218 | | | | | | |

HOUSING AUTHORITY PROPERTY LISTING

| STAFF | 06 PRJCT # | COMPLEX | ADDRESS | Street | Unit | 0 | 1 | 2 | 3 | 4 | 5 | |
|-----------------------------|----------------------|--|-----------|---------------------|------------|---|----|----|----|----|---|--|
| RSM - Wallace, Karen | (522) Rio Garden | Mgmt office: 3050 Bell Street #13, Sac, 95821 | | | | | | | | | | |
| SM - Stanisavlevich, Bozica | CA007000202P | ALTA ARDEN VILLA | 3241 | ALTA ARDEN EXWY | 52 | | 52 | | | | | |
| MT - Crawford, Jeff | CA007000202P | BELL STREET COMMONS | 3050 | BELL ST | 20 | | 8 | 6 | 6 | | | |
| MT - Carson, Tom | CA007000202P | CREEKSIDE | 6029 | DRY CREEK RD | 20 | | | 20 | | | | |
| HT - Alicia Wolford | CA007000202P | CRYSTAL GARDEN | 6045 | DRY CREEK RD | 16 | | 16 | | | | | |
| | CA007000202P | ELKHORN | 325 | ELKHORN BLVD | 12 | | | 12 | | | | |
| | CA007000202P | EVELYN PINES | 1160 | EVELYN LANE | 20 | | | 20 | | | | |
| | CA007000202P | HAYWOOD | 3725 | HAYWOOD ST | 4 | | | | 4 | | | |
| | CA007000202P | LITTLE BELL | 1517-1525 | BELL ST | 9 | | 1 | 8 | | | | |
| | | | | | 153 | | | | | | | |
| RSM - Lengyel, Brian | (523) Sun River | Mgmt office: 6250 Mariposa Avenue #8, Citrus Heights, 95610 | | | | | | | | | | |
| SM - Taylor, Kaleb | CA007000203P | BEECH AVE. COMMONS | 6225-6233 | BEECH AV | 10 | | | 10 | | | | |
| MTL - Roughton, Jim | CA007000203P | COOK | 7554 | COOK AV | 10 | | | | 10 | | | |
| MT - Hamilton, Alex | CA007000203P | DATE AVENUE APTS. | 5519 | DATE AV | 20 | | | 20 | | | | |
| MT - Merva, Dan | CA007000203P | LOUIS F. GLUD | 6649 | SUNRISE BLVD | 15 | | | | | 15 | | |
| HT - Cedidla, Laura | CA007000203P | MAIN | 6519 | MAIN AV | 24 | | | | | 24 | | |
| | CA007000203P | MANZANITA TERRACE | 5810-5820 | MANZANITA AV | 11 | | 1 | 10 | | | | |
| | CA007000203P | MARIPOSA MANOR | 6250 | MARIPOSA AV | 24 | | 10 | 6 | 6 | 2 | | |
| | CA007000203P | NORTHCREST | 6010-6046 | NORTHCREST CIR | 28 | | | | 28 | | | |
| | CA007000203P | ROSEVILLE | 7316-7326 | ROSEVILLE RD | 9 | | | | | 9 | | |
| | CA007000203P | SIERRA HILLS | 6054 | SHUPE DR | 20 | | 8 | 6 | 6 | | | |
| | CA007000203P | SUNSET RIDGE | 7501 | SUNSET AV | 20 | | | 20 | | | | |
| | CA007000203P | TIARA TERRACE | 7500 | TIARA WY | 20 | | 8 | 6 | 6 | | | |
| | CA007000203P | WALERGA | 8223 | WALERGA RD | 24 | | | | 24 | | | |
| | | | | | 235 | | | | | | | |
| RSM - Lengyel, Brian | (524) Gold Ridge | Mgmt office: 10730 Coloma Road, Comm. Rm., Rancho Cordova, 95670 | | | | | | | | | | |
| SM - Alupaote, Otilia | CA007000204P | CASSANDRA | 9561 | CASSANDRA WY | 20 | | | 20 | | | | |
| MT - Lujan, Alonso | CA007000204P | COLOMA | 10730 | COLOMA RD | 16 | | | | 16 | | | |
| MT - Lindelli, Rick | CA007000204P | EL PARQUE/ BRAVADO | 2615-2619 | BRAVADO DR | 3 | | | 3 | | | | |
| HT - Balcorta, Evonne | CA007000204P | EL PARQUE/ BRAVADO | 2605 | EL PARQUE CIR | 33 | | | 15 | 18 | | | |
| | CA007000204P | ENLEBROOK | 5735 | ENGLE RD | 16 | | 2 | 14 | | | | |
| | CA007000204P | FAIR OAKS | 8313 | FAIR OAKS BLVD | 16 | | 16 | | | | | |
| | CA007000204P | GUNN | 2511 | GUNN RD | 8 | | | | 8 | | | |
| | CA007000204P | PORTSMOUTH | 2970 | PORTSMOUTH DR | 9 | | | | 9 | | | |
| | CA007000204P | S WHITEROCK | 10380-82 | S WHITEROCK RD | 4 | | | | | | 4 | |
| | CA007000204P | SCATTERED SITES | 2909-2919 | DAIN CT | 6 | | | | 6 | | | |
| | CA007000204P | WHITNEY | 4741 | WHITNEY AV | 10 | | | | 10 | | | |
| | | | | | 141 | | | | | | | |
| RSM - Wallace, Karen | (521) Pointe Lagoon | Mgmt Office: 5259 Young Street #4, Sac, 95824 | | | | | | | | | | |
| SM - Potts, Greg | CA007000205P | 3929 48TH | 3929 | 48th AV | 24 | | | | 24 | | | |
| MTL - Vinson, John | CA007000205P | MULBERRY COMMONS | 3520-3562 | 41ST AV | 8 | | | | | 8 | | |
| MT - Canote, Mary | CA007000205P | MULBERRY COMMONS | 3541-3563 | 42ND AV | 6 | | | | | 6 | | |
| MT - Lee, Ken | CA007000205P | DEWEY | 5731 | DEWEY BL | 14 | | 2 | 12 | | | | |
| HT - Bowman, Elizabeth | CA007000205P | EL PARAISO | 4930 | EL PARAISO AV | 36 | | 36 | | | | | |
| | CA007000205P | 9205 | 9205 | ELK GROVE BLVD | 16 | | | 16 | | | | |
| | CA007000205P | Elk Grove/Florin | 9353 | Elk Grove/Florin RD | 10 | | | | 10 | | | |
| | CA007000205P | LAGUNA CREEK | 9240 | BRUCEVILLE RD | 20 | | | | 20 | | | |
| | CA007000205P | 6433 | 6433 | LANG AV | 7 | | | | 6 | 1 | | |
| | CA007000205P | 5730 | 5730 | NINA WY | 10 | | 8 | 2 | | | | |
| | CA007000205P | 4500 | 4500 | PERRY AV | 10 | | | | 10 | | | |
| | CA007000205P | CHRISTA MANOR | 6601 | Pomegranate AV | 20 | | | 20 | | | | |
| | CA007000205P | SCATTERED SITES | 14215 | GROVE ST | 8 | | | | 8 | | | |
| | CA007000205P | SOUTHWEST | 5100 | SOUTHWEST AV | 12 | | 2 | 10 | | | | |
| | CA007000205P | YOUNG | 5201 | YOUNG ST | 13 | | | | 5 | 5 | 3 | |
| | | | | | 214 | | | | | | | |
| RSM - Wallace, Karen | Mountain Ash Commons | Mgmt office: 321 Eliza Street, Sac, 95811 | | | | | | | | | | |
| SM - Cantrill, Angela | CA007000206P | Sec 32 | 4410 | 40th AV | 1 | | | | 1 | | | |
| MTL - Deam, Ken | CA007000206P | Sec 32 - N.Highlands | 3837 | A ST | 1 | | | | 1 | | | |
| MT - Elliott, Bill | CA007000206P | Sec 32 - Del Paso H. | 3909 | ALDER ST | 1 | | | | 1 | | | |
| MT - Vacant | CA007000206P | Sec 32 | 255 | ARCANO WY | 1 | | | | 1 | | | |
| MW - Martinez, Joe | CA007000206P | Sec 32 | 3867 | BAINBRIDGE DR | 1 | | | | 1 | | | |

HOUSING AUTHORITY PROPERTY LISTING

| STAFF | 06 PRJCT # | COMPLEX | ADDRESS | Street | Unit | 0 | 1 | 2 | 3 | 4 | 5 |
|-----------------------|----------------------|-------------------------------------|-----------|--------------------|------|---|---|---|---|---|---|
| HT - Burks, Shelina | CA007000206P | Sec 32 - Rio Linda | 6412 | BOLIN WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rio Linda | 6421 | BOLIN WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rio Linda | 6434 | BOLIN WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3610 | BRANCH ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 3732 | CENTINELLA DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 3828 | CENTINELLA DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 4022 | CORTRIGHT WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 6428 | CRAIGHURST DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3533 | CYPRESS ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3537 | CYPRESS ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3728 | CYPRESS ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 | 6641 | DAWSON WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 4040 | DEXTER CIR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3836 | DRY CREEK RD | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rancho | 2264 | EL MANTO DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 4110 | ELKHORN BL | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 3821 | FLORAL DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 5961 | GEORGIA DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 1245 | GRAND AV | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3917 | HAYWOOD ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 6242 | LA CIENEGA DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 6505 | LA CIENEGA DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 | 6108 | LAURINE WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 | 9960 | Lincoln Village DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rio Linda | 6461 | LINN WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 3513 | MAY ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 3693 | MC CLELLAN DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 3841 | MERAMONTE WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rio Linda | 100 | MONTICELLO AV | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 5984 | North Haven DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 5444 | POPLAR BL | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rancho | 3112 | PORTSMOUTH DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 | 9925 | REDSTONE DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Rancho | 2336 | ROSADO WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 5724 | ROSARIO BL | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 6224 | SAN MARTIN ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Antelope | 3125 | SCOTLAND DR | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - Del Paso H. | 1041 | SILVANO ST | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 4255 | SLOAN DR | 1 | | | 1 | | | |
| | CA007000206P | Sec 32 - N.Highlands | 7672 | THRIFTY WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 7679 | THRIFTY WY | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 | 6305 | VISTA AV | 1 | | | | 1 | | |
| | CA007000206P | Sec 32 - N.Highlands | 7244 | WASHBURN WY | 1 | | | | 1 | | |
| | | | | | 48 | | | | | | |
| RSM - Wallace, Karen | (527) Primrose Place | Mgmt office: 321 Eliza Street, Sac, | 95811 | | | | | | | | |
| SM - Cantrill, Angela | CA007000207P | | 5001 | 33rd AV | 1 | | | | | 1 | |
| MTL - Deam, Ken | CA007000207P | Del Paso Heights | 3812 | ALDER ST | 1 | | | | | | 1 |
| MT - Elliott, Bill | CA007000207P | Del Paso Heights | 3913 | ALDER ST | 1 | | | | | 1 | |
| MT - Vacant | CA007000207P | Del Paso Heights | 3832 | ALDER ST | 1 | | | | | 1 | |
| MW - Martinez, Joe | CA007000207P | Del Paso Heights | 3820 | ALDER ST | 1 | | | | | 1 | |
| HT - Burks, Shelina | CA007000207P | Del Paso Heights | 3640 | BELDEN ST | 1 | | | | | 1 | |
| | CA007000207P | Del Paso Heights | 3618 | BRANCH ST | 1 | | | | | | 1 |
| | CA007000207P | Del Paso Heights | 3640 | BRANCH ST | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 3641 | CENTINELLA DR | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 3648 | CENTINELLA DR | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 3833 | CENTINELLA DR | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 4020 | CORNELIA WY | 1 | | | | | 1 | |
| | CA007000207P | Del Paso Heights | 3718 | CYPRESS ST | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 4116 | DEXTER CIRCLE | 1 | | | | | 1 | |
| | CA007000207P | Del Paso Heights | 3811-3817 | DRY CREEK RD | 4 | | | 4 | | | |
| | CA007000207P | Del Paso Heights | 3917 | DRY CREEK RD | 1 | | | | | 1 | |
| | CA007000207P | Del Paso Heights | 3925 | DRY CREEK RD | 1 | | | | | 1 | |
| | CA007000207P | Rancho Cordova | 2608-2610 | EL PARQUE CIRCLE | 2 | | | | 2 | | |
| | CA007000207P | N. Highlands | 6529 | JUNEAU WY | 1 | | | | | 1 | |
| | CA007000207P | N. Highlands | 6444 | LA CIENEGA DR | 1 | | | | | 1 | |

**Operating Fund
Calculation of Utilities Expense Level
PHA-Owned Rental Housing**

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

OMB Approval No. 2577-0029 (exp. 08/31/2013)

Public Reporting Burden for this collection of information is estimated to average .75 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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required by Section 9(a) of the U.S. Housing Act of 1937, as amended, and by 24 CFR Part 990 HUD regulations. HUD makes payments for the operation and maintenance of low-income housing projects to PHAs/projects. The Operating Fund determines the amount of operating subsidy to be paid to PHAs/projects. PHAs/projects provide information on the Project Expense Level (PEL), Utilities Expense Level (UEL), Other Formula Expenses (Add-ons) and Formula Income – the major Operating Fund components. HUD reviews the information to determine each PHA's/project's Formula Amount and the funds to be obligated for the period to each PHA/project based on the appropriation by Congress. HUD also uses the information as the basis for requesting annual appropriations from Congress. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

Section 1 – General Information

| | | | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|---|--|
| 1. Name of Public Housing Agency: | | 2. Funding Period: 1/1/ ____ to 12/31/ ____ | | 3. Type of Submission: <input type="checkbox"/> Original <input type="checkbox"/> Revision No. _____ | | 4. Unit Change Indicator: <input type="checkbox"/> Yes | | 5. Frozen Rolling Base: <input type="checkbox"/> Yes | | 6. Rate Reduction Incentive: <input type="checkbox"/> Yes | |
| 7. ACC Number: | | 8. Operating Fund Project Number: | | 9. Fiscal Year End: <input type="checkbox"/> 12/31 <input type="checkbox"/> 3/31 <input type="checkbox"/> 6/30 <input type="checkbox"/> 9/30 | | | | 10. ROFO Code (HUD Use Only): | | 11. DUNS Number: | |

| Line No. | Description | Sewerage and Water | Electricity | Gas | Fuel (Specify Type, e.g., oil, coal, wood) | | | Total |
|----------|-------------|--------------------|-------------|-----|--|---|---|-------|
| | | | | | F | G | H | |
| A | B | C | D | E | F | G | H | I |

Section 2 – Current Consumption Level

| | | | | | | | | |
|-----|--|--|--|--|--|--|--|--|
| 01 | Actual consumption (12-month period 7/1/ ____ to 6/30/ ____) | | | | | | | |
| 01a | Unit of consumption (e.g., gallons, kWh, therms) | | | | | | | |

Section 3 – Rolling Base Consumption Level

| | | | | | | | | |
|----|--|--|--|--|--|--|--|--|
| 02 | Rolling base year 1- actual consumption (12-month period 7/1/ ____ to 6/30/ ____) | | | | | | | |
| 03 | Rolling base year 2 - actual consumption (12-month period 7/1/ ____ to 6/30/ ____) | | | | | | | |
| 04 | Rolling base year 3 - actual consumption (12-month period 7/1/ ____ to 6/30/ ____) | | | | | | | |
| 05 | Total consumption during 3-year rolling base period (Line 02 + Line 03 + Line 04) | | | | | | | |

Operating Fund Project Number:

| | | | | | | | | |
|--|---|--|--|--|--|--|--|--|
| 06 | Average rolling base consumption (Line 05 ÷ 3) | | | | | | | |
| 07 | Actual consumption for new units | | | | | | | |
| 08 | Rolling Base Consumption (Line 06 + Line 07) | | | | | | | |
| Section 4 – Base Consumption | | | | | | | | |
| 09 | Base Consumption (Lesser of Line 01 or Line 08) | | | | | | | |
| Section 5 – Utility Consumption Incentive | | | | | | | | |
| 10 | Actual consumption > rolling base (If Line 01 is greater than Line 08, enter the difference as positive; if not, enter 0) | | | | | | | |
| 11 | Actual consumption < rolling base (If Line 01 is less than Line 08, enter the difference as positive; if not, enter 0) | | | | | | | |
| 12 | 75%/25% Split (Line 10 x 0.25) | | | | | | | |
| 13 | 75%/25% Split (Line 11 x 0.75) | | | | | | | |
| Section 6 – Payable Consumption | | | | | | | | |
| 14 | Annualization of consumption for new units | | | | | | | |
| 15 | Payable consumption (Sum of Line 09, Line 12, Line 13 and Line 14) | | | | | | | |
| Section 7 – Actual Utility Costs and Average Rate | | | | | | | | |
| 16 | Actual utility costs (12-month period 7/1/___ to 6/30/___) | | | | | | | |
| 17 | Actual average utility rate (Line 16 ÷ Line 01) | | | | | | | |
| Section 8 – Base Utilities and Inflation/Deflation Factor | | | | | | | | |
| 18 | Base utilities expense level – whole dollars (Line 15 x Line 17) | | | | | | | |
| 19 | Surcharges for excess consumption of PHA-supplied utilities (12-month period 7/1/___ to 6/30/___) – whole dollars | | | | | | | |

Operating Fund Project Number:

| | | | | | | | | |
|--|---|--|--|--|--|--|--|--|
| 20 | Base utilities expense level minus surcharges (Line 18 minus Line 19) | | | | | | | |
| 21 | Utilities inflation/deflation factor | | | | | | | |
| Section 9 – Calculation of Utilities Expense Level | | | | | | | | |
| 22 | Utilities expense level adjusted for inflation/deflation – whole dollars (Line 20 x Line 21) | | | | | | | |
| 23 | Energy rate incentive | | | | | | | |
| 24 | Utilities expense level – whole dollars (Line 22 + Line 23) | | | | | | | |
| 25 | Eligible unit months (from the original form HUD-52723, Column B, Line 15 plus Line 17 minus Line 04) | | | | | | | |
| 26 | Utilities Expense Level – PUM (Line 24 ÷ Line 25) | | | | | | | |
| Section 10 – Remarks (provide section, part and line numbers) | | | | | | | | |
| | | | | | | | | |

Instructions to form HUD-52722 – Calculation of Utilities Expense Level

General

This form is used to calculate the utilities expense level component of eligibility for operating subsidy pursuant to 24 CFR Parts 990.170 – 990.185. It is used for PHA-owned rental housing projects and PHA units in mixed housing developments when operating subsidy is requested for such developments under the Operating Fund Program.

This form shall not be used for the Turnkey III and Mutual Help Homeownership Programs, Section 23 and 10(c) Leased Housing Programs, or the Housing Choice Voucher (Section 8) Program.

Submission of form HUD-52722. Submit form HUD-52722 to the HUD field office for approval together with form HUD-52723, Calculation of Operating Subsidy. A separate form must be prepared and submitted for each project identified as such for the purpose of asset management under 24 CFR 990.265. A PHA that owns and operates fewer than 250 units and treats its entire portfolio as a single project under 24 CFR 990.260(b) shall prepare and submit one form.

More than six utility types. If a PHA/project has more than six utility types, the PHA/project shall use additional forms as needed. For each form, the PHA/project shall fill out Line items 01 through 17 pursuant to the instructions on the form. Lines 18 through 26 should be filled out only on the last form (if multiple forms HUD-52722 are being submitted).

Supporting documentation. The PHA shall retain supporting documentation substantiating the data reported on this form for a period of five years after the year in which operating subsidy funds were received pursuant to 24 CFR 990.325.

Section 1 – General Information

1. **Name of Public Housing Agency.** Enter the name of the PHA.
2. **Funding Period 1/1/___ to 12/31/___.** All PHAs will be funded from the Operating Fund Program for the same period, regardless of PHA fiscal year. In both blanks, enter the calendar year for which this form is submitted. All references throughout this form to funding period pertain to this period.
3. **Type of Submission.** If this is the first submission to HUD for this funding period, enter an "X" in the Original box. For all subsequent submissions to HUD for this funding period, enter an "X" in the Revision box and enter the revision number.
4. **Unit Change Indicator.** If the PHA's/project's utility records for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period contain consumption data for units for less than a 12 month period (e.g., new units, demolished units), enter an "X" in the box and note the number of units, number of months associated, and related consumption for these units in Section 10, Remarks, of this form.
5. **Frozen Rolling Base.** Enter an "X" in the box if the PHA/project has a HUD-approved frozen rolling base pursuant to 24 CFR 990.185(a)(1).
6. **Utility Rate Reduction Incentive.** Enter an "X" in the box if the PHA/project has a HUD-approved utility rate reduction incentive pursuant to 24 CFR 990.185(b).
7. **ACC Number.** Enter the number of the ACC covering the projects for which this form is submitted.

8. **Operating Fund Project Number.** Enter the operating fund project number for which this form is being submitted.

9. **Fiscal Year End.** Enter an "X" in the box that corresponds to the ending date of the PHA's fiscal year.

10. **ROFO Code.** Enter the region and field office code for the HUD field office that has jurisdiction over the PHA (HUD use only).

11. **DUNS Number.** Enter the PHA's Dunn & Bradstreet Universal Numbering System identification number.

NOTE: Round all consumption data on Lines 01 through 15 to the nearest whole number.

Columnar Headings

Columns F, G, and H: Fuel. Specify the type(s) of fuel being consumed by inserting the type(s) in one or more of the columnar headings (e.g., oil, coal, or wood).

Column I, Total. Enter the total of all utilities reported on all forms HUD-52722 under Column I, Lines 18–26. Lines 18–26 should be filled in only on the last form if multiple forms HUD-52722 are being submitted.

Section 2 – Current Consumption Level

Line 01: Actual consumption. By type of utility, enter the actual total consumption for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period. For example, for the funding period beginning January 1, 2008, enter the actual consumption by utility for the period from July 1, 2006, through June 30, 2007. Separate utility information shall be reported on Line 01 for each utility type and each utility type should be reported separately if the unit of consumption is different on Line 01a.

Line 01a: Unit of consumption. Indicate for each type of utility the unit of measurement (e.g., therms, kilowatt hours, gallons, cubic feet, etc.), which relates to the consumption shown on Line 01.

Section 3 - Rolling Base Consumption Level

Line 02: Rolling base year 1 - actual consumption. By type of utility, enter the actual or adjusted (see Special Instructions for Specific Items, below) consumption, in the appropriate units of measurement, for the 12-month period ending June 30th that is 18 months prior to the first day of the funding period. For example, for the funding period beginning January 1, 2008, enter the actual consumption by utility for the period from July 1, 2005, through June 30, 2006.

Line 03: Rolling base year 2 - actual consumption. By type of utility, enter the actual or adjusted (see Special Instructions for Specific Items, below) consumption, in the appropriate units of measurement, for the 12-month period ending June 30th that is 30 months prior to the first day of the funding period. For example, for the funding period beginning January 1, 2008, enter the actual consumption by utility for the period from July 1, 2004, through June 30, 2005.

Line 04: Rolling base year 3 - actual consumption. By type of utility, enter the actual or adjusted (see Special Instructions for Specific Items, below) consumption, in the appropriate units of measurement, for the 12-month period ending June 30th that is 42 months prior to the first day of the funding period. For example, for the funding period beginning January 1, 2008, enter the actual consumption by utility for the period from July 1, 2003, through June 30, 2004.

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Line 05: Total consumption during the 3-year rolling base period. Enter the sum of Lines 02, 03 and 04 in each column.

Line 06: Average rolling base consumption. Divide Line 05 by the number 3 and enter the result in each column.

Line 07: Actual consumption for new units. By type of utility, enter the actual consumption for any new units included in Line 01 that have less than 12 months of actual consumption data. The actual consumption and time period (number of months) reported on this line item should equal the actual consumption and time period (number of months) for these units included in Line 01. See Special Instructions for Specific Items – New Units, for additional information.

Line 08: Rolling Base Consumption. Enter the sum of Lines 06 and 07 in each column.

Section 4 - Base Consumption

Line 09: Base consumption. Enter the lesser of Line 01 or Line 08.

Section 5 - Utility Consumption Incentive

Line 10: Actual consumption greater than (>) rolling base. If actual consumption on Line 01 is greater than the rolling base consumption on Line 08, enter the difference as a positive amount. If not, enter zero.

Line 11: Actual consumption less than (<) rolling base. If actual consumption on Line 01 is less than the rolling base consumption on Line 08, enter the difference as a positive amount. If not, enter zero.

Line 12: 75%/25% Split. Multiply the amount in each column on Line 10 by 0.25 and enter the result in the corresponding column on Line 12.

Line 13: 75%/25% Split. Multiply the amount in each column on Line 11 by 0.75 and enter the result in the corresponding column on Line 13.

Section 6 - Payable Consumption

Line 14: Annualization of consumption for new units. By type of utility, enter the estimated consumption for new units that are eligible for subsidy during the funding period but do not have a full 12 months of actual consumption data on Lines 01 and 07. The amount of consumption entered on this line item should reflect the estimated difference between a full 12 months of consumption and the number of months reported on Lines 01 and 07. (For example, if the PHA/project reports four months of consumption for new units on Lines 01 and 07, the PHA/project would estimate an additional eight months of consumption for these new units on this line item.)

Note: The annualization of consumption of new units shall be determined by using the consumption experience of a project or units (same PHA or other PHA with comparable types of utilities) likely to have comparable per unit levels of consumption based on the physical characteristics of the buildings. The annualization amount shall take into account the season(s) for which the estimate is being prepared. For additional information, see Special Instructions for Specific Items - New Units, below.

Line 15: Payable consumption. Sum Lines 09, 12, 13 and 14 of each column and enter the result in the corresponding column on Line 15.

Section 7 - Actual Utility Costs and Average Rate Attachment 3

Line 16: Actual utility costs. By type of utility, enter the actual total utility costs for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period. Round to whole dollars. For example, for the funding period beginning January 1, 2008, enter the actual costs by utility for the period from July 1, 2006, through June 30, 2007.

Line 17: Actual average utility rate. Enter the results of dividing each column of Line 16 by the corresponding column of Line 01. Round results to four decimal places.

Section 8 - Base Utilities and Inflation Factor

Line 18: Base utilities expense level. Multiply the amount in each column of Line 15 by the corresponding column on Line 17 and enter the result in the corresponding column on Line 18. Round to whole dollars. Enter the total of all columns in Line 18 in the Total column (or the last form HUD-52722 if multiple forms HUD-52722 are being submitted).

Line 19: Surcharges for excess consumption of PHA-supplied utilities. In the Total column, enter the amount of charges to residents for excess utility consumption for PHA-supplied utilities for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period. Round to whole dollars.

Line 20: Base utilities expense level minus surcharges. Subtract the amount in the Total column of Line 19 from the amount in the Total column of Line 18 and enter the result in the Total column of Line 20.

Line 21: Utilities inflation/deflation factor. In the Total column, enter the applicable utilities inflation/deflation factor supplied by HUD pursuant to 24 CFR 990.170(d).

Section 9 - Calculation of Utilities Expense Level:

Line 22: Utilities expense level adjusted for inflation/deflation. Multiply the amount in the Total column of Line 20 by the utilities inflation/deflation factor in the Total column of Line 21 and enter the result in the Total column of Line 22. Round to whole dollars.

Line 23: Energy rate incentive. In the Total column, enter the amount in whole dollars for an approved utility rate reduction incentive. If a PHA/project has been approved by HUD for the utility rate reduction incentive pursuant to 24 CFR 990.185(b), calculate actual utility costs as they would have been if the rate savings action had not been taken. If these costs are greater than actual utility costs on Line 16, calculate one-half of the difference and enter on Line 23. (The calculation of "costs" as they would have been had the action not been taken requires calculation of such costs on a monthly basis.) Documentation to support these rate savings must be submitted with the form HUD-52722 to the HUD field office.

Line 24: Utilities expense level (whole dollars). Sum Lines 22 and 23 and enter in the Total column on Line 24.

Line 25: Eligible unit months. From the original form HUD-52723, Calculation of Operating Subsidy for the Funding Period, enter Line 15 plus Line 17 minus Line 04 from Section 2, column B, in the Total column.

Line 26: Utilities expense level (PUM). Divide Line 24, Total column, by Line 25, Total column, and enter the result in the Total column of Line 26. Round to two decimal places. This amount shall be entered on Section 3, Part A, Line 05 of the form HUD-52723, Calculation of Operating Subsidy.

Special Instructions for Specific Items

Flat rates. If a utility has a flat rate, only enter the words "Flat Rate" on Lines 01-15 and 17 for that utility. Enter actual costs on Line 16 and the same amount on Line 18. The PHA/project shall complete the remainder of this form in accordance with the instructions for Lines 19-26.

New units. PHAs/projects should follow the instructions in this part when new units are eligible for subsidy in the funding period. Consumption associated with these new units should be added to consumption of existing units on the following lines for the applicable columns:

Line 01: Actual consumption. If there is no consumption for new units during the reporting period, do not add any consumption. If there is partial or full consumption for new units during the reporting period, add the actual consumption during the reporting period.

Line 02: Rolling base year 1 – actual consumption. If there is no consumption or partial consumption for new units during the reporting period, do not add any consumption. Once there are a full 12 months of consumption for new units during the reporting period, add the actual consumption during the reporting period.

Line 03: Rolling base year 2 – actual consumption. If there is no consumption or partial consumption for new units during the reporting period, add the same consumption that was added to Line 02. Once there are a full 12 months of consumption for new units during the reporting period, add the actual consumption during the reporting period.

Line 04: Rolling base year 3 – actual consumption. If there is no consumption or partial consumption for new units during the reporting period, add the same consumption that was added to Line 03. Once there are a full 12 months of consumption for new units during the reporting period, add the actual consumption during the reporting period.

Line 07: Actual consumption for new units. If there is no consumption for new units Line 01, do not enter any consumption on Line 07. If Line 01 has partial or full consumption for new units but Line 02 does not have any consumption for new units, enter the same amount of consumption for new units that was entered on Line 01. If Line 02 also has consumption for new units, do not enter any consumption on Line 07.

Note: Lines 02 through 07 are all used to calculate the rolling base on Line 08. In order to make the rolling base on Line 08 comparable to Line 01 so that the utility consumption incentive can be calculated, Line 08 must always include the same number of months of consumption as Line 01.

Line 14: Annualization of consumption for new units. If there is partial consumption for new units on Lines 01 and 07, enter the estimated difference between a full 12 months of consumption and the number of months reported on Lines 01 and 07. If there is a full 12 months of consumption for new units on Line 01, do not enter any consumption on Line 14.

Note: Line 14 is necessary for new units that are eligible to receive operating subsidy during the funding period but for which consumption is only partially reflected on Line 01.

PHAs/projects will not resubmit or adjust the form HUD-52722, Calculation of Utilities Expense Level, for new units coming online after the June 30th date used in Line 01, actual consumption. Additional funding for utility expenses associated with these new units will be handled only through a change in eligible unit months on form HUD-52723, Calculation of Operating Subsidy. Consumption data for new units will begin to be incorporated in the form HUD-52722 the following year.

Demolition or disposition of units. PHAs that are disposing or demolishing projects or entire buildings within a project shall exclude all data by utility (rate, consumption, rolling base, eligible unit months, etc.) for these projects or buildings once the actual consumption (see Line 01) for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period no longer contains a full 12 months (including no months) of consumption for these projects or

buildings. The PHA also shall make an appropriate adjustment to the rolling base. PHAs shall provide HUD additional details (i.e., amounts, calculation and methodology) regarding this adjustment in the remarks section of this form or as a separate attachment.

PHAs that are permanently disposing or demolishing units equal to or more than 10% of the total units within a building shall also follow the instructions, above, as they relate to the utility information regarding these units. If the PHA is permanently disposing or demolishing less than 10% of the total units within a building or 5 or fewer units within a building, the PHA shall make no adjustment; that is, this transaction will flow through the rolling base without any adjustment. As required by 24 CFR Part 990.155, Additions and deletions of units, PHAs will periodically report to HUD projects, or entire buildings in a project, that are eligible for an asset-repositioning fee. This event will trigger a decline in the number of eligible unit months reported on the form HUD-52723, Calculation of Operating Subsidy. This event **will not** trigger a resubmission or an adjustment to the form HUD-52722, Calculation of Utilities Expense Level.

Consumption Data Unavailable. If a PHA/project has not maintained or cannot recapture actual consumption data from its existing units (not new units), the PHA will notify the HUD field office of this event. The PHA/project will develop comparable consumption data (an estimate) regarding a particular utility or utilities from its records or from the records of comparable units for the full Rolling Base Period that is consistent with the methodology approved by the HUD field office when they were notified.

The estimated consumption should be based upon actual experience taking into account, where possible, physical attributes of the units, the relationship of the heating degree days of the period of actual experience and the missing experience when considering utilities used for space heating. If consumption of comparable units is utilized, that consumption must have taken place during the same period.

If the HUD field office approves the use of data for a period of at least 24 months, it shall be expanded to the full rolling base period. For example, if the PHA/project has two years of actual consumption, one year of actual consumption on Line 01 and the first year of the rolling base (Line 02), the consumption of the first year of the rolling base will be used to populate the consumption of the previous two years of the rolling base (Lines 03 and 04).

Frozen rolling base (24 CFR 990.185(1)).

(1) PHAs/projects shall prepare a separate form HUD-52722 for the project(s) and utility(ies) involved for the frozen rolling base incentive. If there is more than one contract, separate forms HUD-52722 must be prepared for the project(s) and utility(ies) under each contract. Separate forms HUD-52722 will be prepared for the duration of the contract period for each contract.

Line 01: Follow normal instructions (i.e., enter the actual consumption for the 12-month period ending June 30th that is 6 months prior to the first day of the funding period).

Lines 02-04: Enter the frozen rolling base at the level calculated for the year during which the conservation measures initially are implemented. Before the rolling base is frozen it must be adjusted to reflect any energy savings resulting from the use of any HUD funding (e.g., Capital Fund Program). See 24 CFR 990.185 (a)(1)(i) for other allowable adjustments.

Frozen rolling bases shall conform to a July 1st through June 30th reporting period, unless already approved based on the PHA's fiscal year. Frozen rolling bases that have been approved based on the PHA's fiscal year end shall continue to be reported on that basis and do not have to be recomputed to a July 1st through June 30th reporting period through the contract term.

The annual three-year rolling base procedures for computing the rolling base shall be reactivated after the PHA/project satisfies the conditions of the contract. The three years of consumption data to be used in calculating the rolling base after the end of the contract shall be the actual consumption level, conforming to a July 1st through June 30th reporting period, for the final three years of the contract.

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Lines 05-08: Follow normal instructions.

Line 09: Enter Line 08 amount on Line 09.

Lines 10-13: Leave blank.

Lines 14-24: Follow normal instructions.

Lines 25-26: Leave blank.

(2) PHAs/projects shall prepare a separate form HUD-52722 for the project(s) and utility(ies) that do not have a frozen rolling base following normal procedures.

(3) Consolidated form HUD-52722: PHAs/projects shall prepare a separate form HUD-52722 consolidating the utility information for the frozen and non-frozen rolling base forms:

Header: Complete as normal and write "Consolidated" on the top of the form.

Lines 01-17: Leave blank.

Line 18: Sum columns on Line 18 of all the forms and enter the result in each column and in the Total column.

Line 19: Sum Lines 19 of all the forms and enter the result in the Total column.

Line 20-22: Follow normal instructions.

Line 23: Sum Lines 23 of all the forms and enter the result in the Total column.

Line 24-26: Follow normal instructions.

Other situations requiring adjustments to avoid distortion of the rolling base consumption level.

A PHA/project shall report its rolling base so as not to materially distort the rolling base period. The following events trigger a material distortion to the rolling base: a conversion from one energy source to another; interruptible service sufficient to cause discernible variance from normal consumption patterns; a switch from resident-purchased to PHA-supplied utilities; or a switch from PHA-supplied to resident-purchased utilities. Actual consumption of projects having the situations described above shall be established or adjusted in accordance with the instructions, below, and other guidance.

The overriding consideration of all of the adjustments is that the consumption data shall not be distorted by including in Lines 02 - 08 consumption information that is not comparable to Line 01 of this form.

Conversion from one utility type to another type (e.g., from oil to gas). A PHA/project shall convert the discontinued utility consumption data into a comparable unit of consumption of the new utility. The PHA/project will convert the rolling base consumption data into the same common unit of measurement. If the actual consumption data that would be reported in Line 01 contains consumption for both utilities types, the PHA/project will convert the discontinued utility into the same common unit of measurement.

Switch of utilities from resident-purchased to PHA-supplied. PHAs/projects will follow the Special Instructions for Specific Items - New Units, paragraph 2, for switches from resident-purchased to PHA-supplied utility(ies).

Switch of utilities from PHA-supplied to resident-purchased. PHAs/projects that switch from PHA-supplied to resident-purchased utilities will exclude all data by utility (rate,

Attachment 3

consumption, rolling base, eligible unit months, etc.) for these resident-purchased utilities on the next original form HUD-52722 submission following the switch. PHAs shall provide HUD additional details (i.e., amounts, calculation and methodology) regarding this adjustment in Section 10, Remarks, of this form or as a separate attachment.

Interruptible service. If the PHA/project has a utilities combination which provides for interruptible service from one energy source to another, the HUD field office shall be contacted to determine a reasonable reporting method on this form, if the interruption is sufficient to cause discernible variance from normal consumption patterns. This adjustment would, of course, not be considered until after the interruption had occurred and, if possible, not until after the heating season has ended.

Unoccupied projects and units. For a project that is temporarily unoccupied (e.g., extensive modernization), PHAs/projects shall make no adjustment to this form.

Attachment B (2)

Utility Consumption and Cost Data by Site

| City AMPs - HUD-52722 Sections 2 - 8 | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | |
| AMP Number | CA005000101 - Alder Grove | | | CA005000102 - Marina Vista | | |
| Section 2 | | | | | | |
| 01 - Actual consumption | 303,486 | 8,605 | 5,751 | 375,436 | 9,888 | 5,569 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 209,534 | 5,425 | 4,713 | 249,058 | 5,488 | 4,846 |
| 03 - Rolling base year 2 - Actual | 195,597 | 4,755 | 4,320 | 207,161 | 4,346 | 4,692 |
| 04 - Rolling base year 3 - Actual | 204,058 | 4,131 | 4,320 | 270,321 | 7,720 | 4,692 |
| 05 - Total consumption 3-year period | 609,189 | 14,311 | 13,353 | 726,540 | 17,554 | 14,230 |
| 06 - Average rolling base consumption | 203,063 | 4,770 | 4,451 | 242,180 | 5,851 | 4,743 |
| 07 - Actual consumption - new units | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 203,063 | 4,770 | 4,451 | 242,180 | 5,851 | 4,743 |
| 09 - Base Consumption | 203,063 | 4,770 | 4,451 | 242,180 | 5,851 | 4,743 |
| 10 - Actual Consumption | 100,423 | 3,835 | 1,300 | 133,256 | 4,037 | 826 |
| 11 - Actual Consumption | - | - | - | - | - | - |
| 12 - 75%/25% Split | 25,106 | 959 | 325 | 33,314 | 1,009 | 207 |
| 13- 75%/25% Split | - | - | - | - | - | - |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - |
| 15 - Payable consumption | 228,169 | 5,729 | 4,776 | 275,494 | 6,861 | 4,950 |
| 16 - Actual utility costs | 33,780 | 6,500 | 172,516 | 41,187 | 7,369 | 181,907 |
| 17 - Actual average utility rate | 0.1113 | 0.7554 | 29.9976 | 0.1097 | 0.7452 | 32.6642 |
| 18 - Base utilities expense level | 25,395 | 4,328 | 143,269 | 30,222 | 5,112 | 161,688 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | |
| 18 - Base utilities expense level | 172,992 | | | 197,022 | | |
| 19 - Surcharges for excess consumption | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 172,992 | | | 197,022 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | |

Attachment B (2)

Utility Consumption and Cost Data by Site

| City AMPs - HUD-52722 Sections 2 - 8 | | | | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | | | | |
| AMP Number | CA005000103 - Midtown Manor | | | CA005000104 - Meadow Commons | | | CA005000105 - Oak Park | | |
| Section 2 | | | | | | | | | |
| 01 - Actual consumption | 1,353,011 | 36,845 | 3,530 | 278,491 | 199 | 7,353 | 372,290 | 13,671 | 7,953 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 818,964 | 30,221 | 3,342 | 196,889 | 26 | 7,026 | 312,410 | 11,257 | 7,612 |
| 03 - Rolling base year 2 - Actual | 673,072 | 32,399 | 3,816 | 169,281 | - | 2,088 | 236,251 | 11,905 | 1,800 |
| 04 - Rolling base year 3 - Actual | 634,655 | 35,583 | 3,816 | 169,231 | - | 2,088 | 221,161 | 11,697 | 1,800 |
| 05 - Total consumption 3-year period | 2,126,691 | 98,203 | 10,974 | 535,401 | 26 | 11,202 | 769,822 | 34,859 | 11,212 |
| 06 - Average rolling base consumption | 708,897 | 32,734 | 3,658 | 178,467 | 9 | 3,734 | 256,607 | 11,620 | 3,737 |
| 07 - Actual consumption - new units | - | - | - | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 708,897 | 32,734 | 3,658 | 178,467 | 9 | 3,734 | 256,607 | 11,620 | 3,737 |
| 09 - Base Consumption | 708,897 | 32,734 | 3,530 | 178,467 | 9 | 3,734 | 256,607 | 11,620 | 3,737 |
| 10 - Actual Consumption | 644,114 | 4,111 | - | 100,024 | 190 | 3,619 | 115,683 | 2,051 | 4,216 |
| 11 - Actual Consumption | - | - | 128 | - | - | - | - | - | - |
| 12 - 75%/25% Split | 161,029 | 1,028 | - | 25,006 | 48 | 905 | 28,921 | 513 | 1,054 |
| 13- 75%/25% Split | - | - | 96 | - | - | - | - | - | - |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - | - | - | - |
| 15 - Payable consumption | 869,926 | 33,762 | 3,626 | 203,473 | 57 | 4,639 | 285,528 | 12,132 | 4,791 |
| 16 - Actual utility costs | 83,777 | 44,724 | 93,546 | 25,007 | 255 | 106,620 | 29,049 | 15,442 | 99,413 |
| 17 - Actual average utility rate | 0.0619 | 1.2138 | 26.5003 | 0.0898 | 1.2814 | 14.5002 | 0.0780 | 1.1295 | 12.5001 |
| 18 - Base utilities expense level | 53,848 | 40,980 | 96,090 | 18,272 | 73 | 67,266 | 22,271 | 13,704 | 59,888 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | | | | |
| 18 - Base utilities expense level | 190,918 | | | 85,611 | | | 95,863 | | |
| 19 - Surcharges for excess consumption | - | | | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 190,918 | | | 85,611 | | | 95,863 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | | 1.0350 | | |

Attachment B (2)

Utility Consumption and Cost Data by Site

| City AMPs - HUD-52722 Sections 2 - 8 | | | | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | | | | |
| AMP Number | CA005000106 - Buena Vista | | | CA005000107 - The Mill | | | CA005000108 - Lexington Place | | |
| Section 2 | | | | | | | | | |
| 01 - Actual consumption | 489,551 | 8,347 | 2,779 | 360,809 | 12,076 | 6,885 | 34,149 | 1,931 | 8,951 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 322,688 | 7,651 | 2,432 | 281,021 | 7,929 | 5,861 | 27,684 | 355 | 627 |
| 03 - Rolling base year 2 - Actual | 861,749 | 24,886 | 2,928 | 252,825 | 8,277 | 2,040 | 13,629 | - | 1,860 |
| 04 - Rolling base year 3 - Actual | 735,917 | 32,346 | 2,928 | 200,295 | 9,473 | 2,040 | 25,532 | 716 | 1,860 |
| 05 - Total consumption 3-year period | 1,920,354 | 64,883 | 8,288 | 734,141 | 25,679 | 9,941 | 66,845 | 1,071 | 4,347 |
| 06 - Average rolling base consumption | 640,118 | 21,628 | 2,763 | 244,714 | 8,560 | 3,314 | 22,282 | 357 | 1,449 |
| 07 - Actual consumption - new units | - | - | - | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 640,118 | 21,628 | 2,763 | 244,714 | 8,560 | 3,314 | 22,282 | 357 | 1,449 |
| 09 - Base Consumption | 489,551 | 8,347 | 2,763 | 244,714 | 8,560 | 3,314 | 22,282 | 357 | 1,449 |
| 10 - Actual Consumption | - | - | 16 | 116,095 | 3,516 | 3,571 | 11,867 | 1,574 | 7,502 |
| 11 - Actual Consumption | 150,567 | 13,281 | - | - | - | - | - | - | - |
| 12 - 75%/25% Split | - | - | 4 | 29,024 | 879 | 893 | 2,967 | 394 | 1,876 |
| 13- 75%/25% Split | 112,925 | 9,961 | - | - | - | - | - | - | - |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - | - | - | - |
| 15 - Payable consumption | 602,476 | 18,308 | 2,767 | 273,738 | 9,439 | 4,207 | 25,249 | 751 | 3,325 |
| 16 - Actual utility costs | 30,540 | 9,148 | 56,512 | 26,334 | 13,938 | 97,533 | 7,523 | 942 | 89,513 |
| 17 - Actual average utility rate | 0.0624 | 1.0960 | 20.3354 | 0.0730 | 1.1542 | 14.1660 | 0.2203 | 0.4878 | 10.0003 |
| 18 - Base utilities expense level | 37,595 | 20,066 | 56,268 | 19,983 | 10,894 | 59,596 | 5,562 | 366 | 33,251 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | | | | |
| 18 - Base utilities expense level | 113,929 | | | 90,473 | | | 39,179 | | |
| 19 - Surcharges for excess consumption | - | | | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 113,929 | | | 90,473 | | | 39,179 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | | 1.0350 | | |

Attachment B (2)

Utility Consumption and Cost Data by Site

| City AMPs - HUD-52722 Sections 2 - 8 | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|---------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | |
| AMP Number | CA005000109 - Windscape | | | City Totals | | |
| Section 2 | | | | | | |
| 01 - Actual consumption | 21,928 | 1,626 | 9,028 | 3,589,151 | 93,188 | 57,799 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 13,661 | 200 | 9,148 | 2,431,909 | 68,552 | 45,607 |
| 03 - Rolling base year 2 - Actual | 13,402 | - | 1,236 | 2,622,967 | 86,568 | 24,780 |
| 04 - Rolling base year 3 - Actual | 17,881 | 287 | 1,236 | 2,479,051 | 101,953 | 24,780 |
| 05 - Total consumption 3-year period | 44,944 | 487 | 11,620 | 7,533,927 | 257,073 | 95,167 |
| 06 - Average rolling base consumption | 14,981 | 162 | 3,873 | 2,511,309 | 85,691 | 31,722 |
| 07 - Actual consumption - new units | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 14,981 | 162 | 3,873 | 2,511,309 | 85,691 | 31,722 |
| 09 - Base Consumption | 14,981 | 162 | 3,873 | 2,511,309 | 85,691 | 31,722 |
| 10 - Actual Consumption | 6,947 | 1,464 | 5,155 | 1,228,409 | 20,778 | 26,205 |
| 11 - Actual Consumption | - | - | - | 150,567 | 13,281 | 128 |
| 12 - 75%/25% Split | 1,737 | 366 | 1,289 | 307,102 | 5,195 | 6,551 |
| 13- 75%/25% Split | - | - | - | 112,925 | 9,961 | 96 |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - |
| 15 - Payable consumption | 16,718 | 528 | 5,162 | 2,931,337 | 100,846 | 38,370 |
| 16 - Actual utility costs | 3,407 | 2,233 | 74,482 | 280,604 | 100,551 | 972,042 |
| 17 - Actual average utility rate | 0.1554 | 1.3733 | 8.2501 | 0.0782 | 1.0790 | 16.8176 |
| 18 - Base utilities expense level | 2,598 | 725 | 42,587 | 215,746 | 96,248 | 719,903 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | |
| 18 - Base utilities expense level | 45,910 | | | 1,031,897 | | |
| 19 - Surcharges for excess consumption | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 45,910 | | | 1,031,897 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | |

Attachment B (2)

| County AMPs - HUD-52722 Sections 2 - 8 | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | |
| AMP Number | CA007000201 - Twin Rivers | | | CA007000202 - Rio Garden | | |
| Section 2 | | | | | | |
| 01 - Actual consumption | 265,934 | 6,751 | 2,409 | 213,101 | 669 | 599 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 177,637 | 3,288 | 2,616 | 143,584 | 332 | 536 |
| 03 - Rolling base year 2 - Actual | 166,143 | 3,849 | 2,616 | 132,050 | 221 | 1,836 |
| 04 - Rolling base year 3 - Actual | 178,885 | 7,797 | 2,616 | 127,082 | 302 | 1,836 |
| 05 - Total consumption 3-year period | 522,665 | 14,934 | 7,848 | 402,716 | 855 | 4,208 |
| 06 - Average rolling base consumption | 174,222 | 4,978 | 2,616 | 134,239 | 285 | 1,403 |
| 07 - Actual consumption - new units | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 174,222 | 4,978 | 2,616 | 134,239 | 285 | 1,403 |
| 09 - Base Consumption | 174,222 | 4,978 | 2,616 | 134,239 | 285 | 599 |
| 10 - Actual Consumption | 91,712 | 1,773 | - | 78,862 | 384 | - |
| 11 - Actual Consumption | - | - | 207 | - | - | 804 |
| 12 - 75%/25% Split | 22,928 | 443 | - | 19,716 | 96 | - |
| 13- 75%/25% Split | - | - | 155 | - | - | 603 |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - |
| 15 - Payable consumption | 197,150 | 5,421 | 2,771 | 153,954 | 381 | 1,202 |
| 16 - Actual utility costs | 26,865 | 8,187 | 89,153 | 16,491 | 603 | 78,542 |
| 17 - Actual average utility rate | 0.1010 | 1.2127 | 37.0083 | 0.0774 | 0.9013 | 131.1219 |
| 18 - Base utilities expense level | 19,912 | 6,574 | 94,889 | 11,916 | 343 | 157,609 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | |
| 18 - Base utilities expense level | 121,375 | | | 169,868 | | |
| 19 - Surcharges for excess consumption | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 121,375 | | | 169,868 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | |

Attachment B (2)

| County AMPs - HUD-52722 Sections 2 - 8 | | | | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | | | | |
| AMP Number | CA007000203 - Sun River | | | CA007000204 - Gold Ridge | | | CA007000205 - Pointe Lagoon | | |
| Section 2 | | | | | | | | | |
| 01 - Actual consumption | 372,115 | 7,651 | 2,383 | 220,115 | 3,163 | 1,967 | 388,615 | 3,210 | 4,262 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 285,948 | 6,271 | 2,461 | 149,334 | 2,567 | 1,692 | 255,888 | 2,952 | 4,061 |
| 03 - Rolling base year 2 - Actual | 265,536 | 6,256 | 2,808 | 170,530 | 2,272 | 1,692 | 210,594 | 3,018 | 2,568 |
| 04 - Rolling base year 3 - Actual | 305,926 | 6,673 | 2,820 | 121,859 | 2,453 | 1,692 | 192,953 | 3,257 | 2,568 |
| 05 - Total consumption 3-year period | 857,410 | 19,200 | 8,089 | 441,723 | 7,292 | 5,076 | 659,435 | 9,227 | 9,197 |
| 06 - Average rolling base consumption | 285,803 | 6,400 | 2,696 | 147,241 | 2,431 | 1,692 | 219,812 | 3,076 | 3,066 |
| 07 - Actual consumption - new units | - | - | - | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 285,803 | 6,400 | 2,696 | 147,241 | 2,431 | 1,692 | 219,812 | 3,076 | 3,066 |
| 09 - Base Consumption | 285,803 | 6,400 | 2,383 | 147,241 | 2,431 | 1,692 | 219,812 | 3,076 | 3,066 |
| 10 - Actual Consumption | 86,312 | 1,251 | - | 72,874 | 732 | 275 | 168,803 | 134 | 1,196 |
| 11 - Actual Consumption | - | - | 313 | - | - | - | - | - | - |
| 12 - 75%/25% Split | 21,578 | 313 | - | 18,219 | 183 | 69 | 42,201 | 34 | 299 |
| 13- 75%/25% Split | - | - | 235 | - | - | - | - | - | - |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - | - | - | - |
| 15 - Payable consumption | 307,381 | 6,713 | 2,618 | 165,460 | 2,614 | 1,761 | 262,012 | 3,110 | 3,365 |
| 16 - Actual utility costs | 27,976 | 10,267 | 114,841 | 18,047 | 3,639 | 112,794 | 32,561 | 3,653 | 126,963 |
| 17 - Actual average utility rate | 0.0752 | 1.3419 | 48.1918 | 0.0820 | 1.1505 | 57.3432 | 0.0838 | 1.1380 | 29.7895 |
| 18 - Base utilities expense level | 23,115 | 9,008 | 126,166 | 13,568 | 3,007 | 100,981 | 21,957 | 3,539 | 100,242 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | | | | |
| 18 - Base utilities expense level | 158,289 | | | 117,556 | | | 125,738 | | |
| 19 - Surcharges for excess consumption | - | | | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 158,289 | | | 117,556 | | | 125,738 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | | 1.0350 | | |

Attachment B (2)

| County AMPs - HUD-52722 Sections 2 - 8 | | | | | | | | | |
|---|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|-----------------------------------|--------|-------------|
| Period 7/1/2008 to 6/30/2009 | | | | | | | | | |
| | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | | Non Frozen Rolling Base Utilities | | |
| | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water | Electricity | Gas | Sewer/Water |
| Section 1 - General Information | | | | | | | | | |
| AMP Number | CA007000206 - Mt. Ash Commons | | | CA007000207 - Primrose Place | | | County Totals | | |
| Section 2 | | | | | | | | | |
| 01 - Actual consumption | 3,431 | 2,064 | 943 | 17,680 | 1,181 | 606 | 1,480,991 | 24,689 | 13,169 |
| 01a - Unit of Consumption | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate | Kwh | Therms | Flat Rate |
| 02 - Rolling base year 1 - Actual | 2,019 | 760 | 1,020 | 11,245 | 589 | 545 | 1,025,655 | 16,759 | 12,931 |
| 03 - Rolling base year 2 - Actual | 59 | 82 | 1,020 | 1,798 | 472 | 552 | 946,710 | 16,170 | 13,092 |
| 04 - Rolling base year 3 - Actual | 8,982 | 164 | 1,020 | 12,088 | 709 | 552 | 947,775 | 21,355 | 13,104 |
| 05 - Total consumption 3-year period | 11,060 | 1,006 | 3,060 | 25,131 | 1,770 | 1,649 | 2,920,140 | 54,284 | 39,127 |
| 06 - Average rolling base consumption | 3,687 | 335 | 1,020 | 8,377 | 590 | 550 | 973,380 | 18,095 | 13,042 |
| 07 - Actual consumption - new units | - | - | - | - | - | - | - | - | - |
| 08 - Rolling Base Consumption | 3,687 | 335 | 1,020 | 8,377 | 590 | 550 | 973,380 | 18,095 | 13,042 |
| 09 - Base Consumption | 3,431 | 335 | 943 | 8,377 | 590 | 550 | 973,380 | 18,095 | 13,042 |
| 10 - Actual Consumption | - | 1,729 | - | 9,303 | 591 | 56 | 507,866 | 6,594 | 1,527 |
| 11 - Actual Consumption | 256 | - | 77 | - | - | - | 256 | - | 1,401 |
| 12 - 75%/25% Split | - | 432 | - | 2,326 | 148 | 14 | 126,967 | 1,649 | 382 |
| 13- 75%/25% Split | 192 | - | 58 | - | - | - | 192 | - | 1,051 |
| 14 - Annualization of consumption - new units | - | - | - | - | - | - | - | - | - |
| 15 - Payable consumption | 3,623 | 767 | 1,001 | 10,703 | 738 | 564 | 1,100,539 | 19,743 | 14,475 |
| 16 - Actual utility costs | 3,224 | 950 | 46,177 | 2,542 | 1,372 | 36,561 | 127,706 | 28,671 | 605,031 |
| 17 - Actual average utility rate | 0.9397 | 0.4603 | 48.9682 | 0.1438 | 1.1617 | 60.3317 | 0.0862 | 1.1613 | 45.9436 |
| 18 - Base utilities expense level | 3,405 | 353 | 49,017 | 1,539 | 857 | 34,027 | 95,412 | 23,681 | 662,931 |
| Section 8 - Base Utilities and Inflation/Deflation Factor | | | | | | | | | |
| 18 - Base utilities expense level | 52,775 | | | 36,423 | | | 782,024 | | |
| 19 - Surcharges for excess consumption | - | | | - | | | - | | |
| 20 - Base utilities expense level minus surcharges | 52,775 | | | 36,423 | | | 782,024 | | |
| 21 - Utilities inflation/deflation factor | 1.0350 | | | 1.0350 | | | 1.0350 | | |

HOUSING AUTHORITY OF SACRAMENTO COUNTY & CITY, CA

CURRENT UTILITY ALLOWANCES

Effective 1/1/2011 or date of Annual Certification

A monthly average cost of the summer and winter adjustments where used for the electric costs.

| Elevator Structure - All Electric | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|--|----------------|----------------|----------------|-----------------|------------|------------|
| All Electric | \$60.00 | \$68.00 | \$85.00 | \$112.00 | | |
| Totals | \$60.00 | \$68.00 | \$85.00 | \$112.00 | | |
| 3543 1st Ave, 1107 23rd St, 2845 37th St, 1318 E St, 2516 H St, 626 I St, 1725 K St, 2526 L St, 1820 Capital Ave, 3725 Cypress St, 480 Redwood Ave | | | | | | |

| Walk-Up - All Electric | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|----------------|----------------|----------------|-----------------|------------|------------|
| All Electric | \$62.00 | \$70.00 | \$87.00 | \$104.00 | | |
| Totals | \$62.00 | \$70.00 | \$87.00 | \$104.00 | | |
| 6029 Dry Creek Rd, Mandy Dr, Meadowgate Dr, 917 38th St | | | | | | |

| Walk-Up - Electric Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|--|------------|----------------|----------------|----------------|-----------------|------------|
| Electric (Heating & Lighting, etc) | | \$55.00 | \$65.00 | \$80.00 | \$94.00 | |
| Natural Gas (Water Heating Only) | | \$13.00 | \$15.00 | \$17.00 | \$19.00 | |
| Totals | | \$68.00 | \$80.00 | \$97.00 | \$113.00 | |
| Beech Ave, 1571-1525 Bell St, Cassandra Way, Date Ave, Engle Ave, Evelyn Ln, Manzanita Ave, 5100-5101 Southwest Ave, Sunset Ave, Whitney Ave, 412 13th St, Clauss Ct, Lang Ave, Dewey Blvd, Elk Grove Blvd, Pomegranate Ave, 3050 Bell St, Shupe Dr, Tiara Way | | | | | | |

| Walk-Up - Gas Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|------------|------------|----------------|----------------|----------------|------------|
| Electric (Lighting, etc) | | | \$40.00 | \$48.00 | \$55.00 | |
| Natural Gas (Heating & Water Heating) | | | \$32.00 | \$35.00 | \$38.00 | |
| Totals | | | \$72.00 | \$83.00 | \$93.00 | |
| 2nd Ave, 3rd Ave, 4th Ave, 3635 5th Ave, Main Ave, Northcrest Cir, 5248-50 Southwest Ave, Elkhorn Blvd, 1043 43rd Ave, 2970 2nd Ave, Nina Way | | | | | | |

| Row House - All Electric | 1BR | 2BR | 3BR | 4BR | 5BR | 6BR |
|---------------------------------|----------------|-----------------|-----------------|-----------------|------------|-----------------|
| All Electric | \$89.00 | \$117.00 | \$151.00 | \$185.00 | | \$253.00 |
| Totals | \$89.00 | \$117.00 | \$151.00 | \$185.00 | | \$253.00 |
| Grove St, Fair Oaks Blvd | | | | | | |

| Row House- Electric Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|------------|----------------|-----------------|-----------------|-----------------|------------|
| Electric (Heating & Lighting, etc) | | \$70.00 | \$83.00 | \$112.00 | \$139.00 | |
| Natural Gas (Water Heating Only) | | \$22.00 | \$25.00 | \$30.00 | \$33.00 | |
| Totals | | \$92.00 | \$108.00 | \$142.00 | \$172.00 | |
| Alder Grove Community, Twin Rivers Community, 5th St, D St, F St, Connie Dr, 6045 Dry Creek Rd, Franklin Blvd, Mariposa Ave, Roseville Rd, Sunrise Blvd, Weymouth Ln, 1200-1226 McCarthy St, Oak Park Townhomes, El Paraiso Ave, Alta Arden, W. Silver Eagle, 1239-1285 Richards Blvd | | | | | | |

HOUSING AUTHORITY OF SACRAMENTO COUNTY & CITY, CA

CURRENT UTILITY ALLOWANCES

Effective 1/1/2011 or date of Annual Certification

A monthly average cost of the summer and winter adjustments where used for the electric costs.

| Row House- Gas Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|--|-----|-----|-----|-----------------|-----|-----------------|
| Electric (Water Heating & Lighting, etc) | | | | \$87.00 | | \$123.00 |
| Natural Gas (Heating Only) | | | | \$23.00 | | \$28.00 |
| Totals | | | | \$110.00 | | \$151.00 |
| N/A | | | | | | |

| Row House- Gas Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|-----|----------------|----------------|-----------------|-----------------|-----------------|
| Electric (Lighting, etc) | | \$33.00 | \$40.00 | \$48.00 | \$55.00 | \$62.00 |
| Natural Gas (Heating & Water Heating) | | \$38.00 | \$53.00 | \$56.00 | \$64.00 | \$75.00 |
| Totals | | \$71.00 | \$93.00 | \$104.00 | \$119.00 | \$137.00 |
| Alder Grove Community, Marina Vista Community, 3649-51 2nd Ave, 3rd St, 3685 5th Ave, 9th Ave, 4231 & 4237 23rd St, 48th Ave, 71st Ave, W St, Arrington Ave, Coral Gables Ct, Emerson Rd, Fairgrounds Dr, Frultridge Rd, Provo Way, Sumac Ln, Utah Ave, 3183, 3199, 3203, 3287, 3293, 3301, & 3349 Western Ave, 5259 Young St, 5251 Young St, Coloma Rd, Gunn Rd, El Parque, Bravado Cir, Portsmouth Dr, Rio Ln, Elk Grove/Florin Rd, Bruceville Rd, Cook Ave, Walerga Rd, 4921 Folsom Blvd | | | | | | |

| Semi-Detached- Electric Heating | 1BR | 2BR | 3BR | 4BR | 5BR | 6BR |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Electric (Heating & Lighting, etc) | \$75.00 | \$95.00 | \$128.00 | \$150.00 | \$178.00 | \$210.00 |
| Natural Gas (Water Heating Only) | \$25.00 | \$28.00 | \$33.00 | \$36.00 | \$41.00 | \$46.00 |
| Totals | \$100.00 | \$123.00 | \$161.00 | \$186.00 | \$219.00 | \$256.00 |
| Dain Ct, Grand Ave, Perry Ave, 3937 & 3939 Renick Way, 24th St, 5201 Young St, Mulberry Commons, Delta St, 1240-1242 Isabell Street | | | | | | |

| Semi-Detached - Gas Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|--|-----|----------------|----------------|-----------------|-----------------|-----------------|
| Electric (Lighting, etc) | | \$33.00 | \$40.00 | \$48.00 | \$55.00 | \$62.00 |
| Natural Gas (Heating & Water Heating) | | \$48.00 | \$57.00 | \$70.00 | \$79.00 | \$88.00 |
| Totals | | \$81.00 | \$97.00 | \$118.00 | \$134.00 | \$150.00 |
| 10th Ave, 19th Ave, 18th Ave, 71st Ave, Anoka Ave, 3813-3817 Dry Creek Rd, Graves Ave, Haywood St, Janrick Ave, Lampasas Ave, May St, 4037 & 4039 Renick Way, Sitka St, Terrell Dr, 3509-3515 36th St, 504-509 Louise St, 388 Mint St, 460 Mint St, 324-473 Mint St, Delta St, 1201-1238 Isabel St, 300-482 Dos Rios | | | | | | |

| Detached House - Electric Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|--|-----|-----|-----|-----------------|-----------------|-----------------|
| Electric (Heating & Lighting, etc) | | | | \$236.00 | \$254.00 | \$272.00 |
| Natural Gas (Water Heating Only) | | | | \$61.00 | \$69.00 | \$107.00 |
| Totals | | | | \$297.00 | \$323.00 | \$379.00 |
| Single Family Homes: 4th Ave, 19th St, 21st Ave, 22nd St, 32nd St, 39th St, 20th Ave, 42nd St, Alder St, Amherst St, Cosgrove Way, Craig Ave, Detroit Blvd, Lytle St, MLK, Quincy Ave, Shrader Cir, South Ave, Wilkinson St, Western Ave | | | | | | |

| Detached House - Gas Heating | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR |
|---|-----|-----|-----|-----------------|-----------------|-----------------|
| Electric (Lighting, etc) | | | | \$44.00 | \$51.00 | \$63.00 |
| Natural Gas (Heating & Water Heating) | | | | \$96.00 | \$102.00 | \$157.00 |
| Totals | | | | \$140.00 | \$153.00 | \$220.00 |
| Single Family Homes (not listed above), 504 Louise St, 1214 Isabel St, 1207 Sitka St, 421 Eliza St, 481 Eliza St, 1224 McCarthy St, 1221 Sitka St | | | | | | |

SMUD HPP-MF and HERS II Rater Requirements

SMUD Multi-Family Performance Program

The Sacramento Municipal Utility District (SMUD) *Home Performance Program – Multi-Family (HPP-MF)* is a performance-based incentive program. The program is funded by the California Energy Commission (CEC) as part of the federal stimulus-funded State Energy Program (SEP) for 'Comprehensive Residential Retrofits.' HPP-MF is administered by the Hescong Mahone Group, Inc. (HMG).

To qualify for the program, properties must improve energy efficiency by a minimum of 20% in above existing conditions.

The following resources are offered through the program:

- ◆ Cash incentives to owners of existing multi-family properties upon verified installation of qualified energy efficient upgrades
- ◆ Cash incentives to help offset the cost of hiring a HERS rater
- ◆ Design assistance and training (meetings and one-on-one expert consultation) to help teams analyze the most cost-effective options for energy efficiency upgrades
- ◆ Support with finding readily available, proven energy-efficient measures
- ◆ Public recognition as examples of cost-effective investments in energy efficiency

Properties must complete enrollment procedures, including submitting a complete application package and successfully passing the plan review process by November 15, 2011. Projects must complete construction, undergo HERS II verification, and submit all final completion documentation by March 1, 2012.

Incentives are available on a first-come, first-served basis until March 31, 2012 or until funds are expended, whichever occurs first. All projects enrolled in the program are required to complete their retrofit (as per the energy measures summary) and receive inspection and verification by a HERS II rater. Incentives start at \$1,000 per unit (at 20% improvement over existing conditions), increasing at \$40/unit for every additional one percent (up to \$1,800/unit at 40% improvement). Deep energy retrofit incentives are also available to properties improving the efficiency by a minimum of 50% over existing conditions (up to \$2,500/unit).

The third-party assessor, energy modeler and rating agent, the HERS II rater plays an integral role in SMUD's multi-family performance program.

HERS II Rater Qualification

To participate in the SMUD Home Performance Program – Multi-Family (HPP-MF), rater companies must meet the following requirements:

1. *Attendance at the SMUD Home Performance Program - Multi-Family Rater Orientation.*

This mandatory rater orientation covers basic program process, policies and incentives.

2. *Completion of HERS II 'Whole-House Energy Rater' Training.*

Currently, CalCERTS is the only California HERS Provider offering these trainings. Prerequisite to HERS II training is HERS I training (CalCERTS Levels I-VI).

3. *Attendance at the California Multifamily Existing Building training & completion of the accompanying exam.*

This is a five-day, comprehensive training to serve multi-family Energy Upgrade California programs. This training is offered collaboratively by SMUD, CalCERTS and Build it Green. This is

includes a supplemental training for HERS II raters, specific to multi-family. The curriculum is intended to equip the multi-family rater with the broad range of skills necessary to act as the verification agent for various programs that address existing multi-family buildings.

All companies which meet these requirements will be added to the SMUD HPP-MF Rater Company Referral List, housed on the SMUD website: www.smud.org/en/business/saving-energy/Pages/multifamily-rebate-program.aspx.

HERS II Rater Role

The HERS II rater acts on behalf of the owner and is responsible for contracting directly with the owner. The SMUD Home Performance Program – Multi-Family (HPP-MF) requires that raters perform, at minimum, the following tasks:

1. On-site energy assessment (with diagnostic testing, as applicable)
2. Energy modeling
3. On-site construction verification (with diagnostic testing, as applicable)
4. HERS II Whole-House Energy Rating Certificate

Energy Assessment

This on-site energy assessment will determine the current and existing conditions of the property. During the assessment, the HERS II rater must collect the following types of information:

- ◆ Basic building characteristics:
 - Conditioned space summary
- ◆ Envelope characteristics:
 - Building exterior inspection
 - Floor condition
 - Attic Inspection (as applicable)
 - Basement/crawlspace inspection
 - Wall inspection
 - Exterior wall area
 - Window inspection
 - Window shading
- ◆ Heating, Ventilation and Air Conditioning (HVAC) characteristics:
 - Heating equipment specifications
 - Air conditioning equipment specifications
- ◆ Domestic Hot Water (DHW) characteristics:
 - Water heating/boiler equipment specifications
- ◆ Lighting and Appliance characteristics:
 - Lighting (location, type, efficacy, and controls)
 - Exhaust fan (location, CFM, duct length)
 - Refrigerator, dishwasher, clothes washer, dryer specifications
- ◆ Diagnostic testing results (as applicable)
 - Duct leakage testing
 - Unit infiltration testing (blower door)
 - Combustion appliance zone (CAZ) testing

This information must be documented on the *Multi-Family Data Collection Worksheet* supplied to all participating raters by SMUD HPP-MF.

Energy Analysis Modeling

Once the on-site assessment has been completed, the HERS II rater uses the information collected to inform the HERS II energy model. The model will allow the HERS II rater to present upgrade scenarios and the associated SMUD incentives to the property owner and project team.

Energy analysis must be conducted using the California Energy Commission approved HERS II simulation program – EnergyPro. For low-rise buildings (with three or less habitable stories), the rater must use *CalRatePro* (the CalCERTS HERS II EnergyPro module). For high-rise building (with four or more habitable stories), the rater must use *Nonresidential Performance* or *GreenPoint Rated Multifamily High-Rise* module. The HERS II Rater must provide the owner and the SMUD MF Home Performance Program team with a draft HERS II Rating Certificate, Audit Certificate, and Recommended Upgrades Report showing an improvement margin of at least 20%.

Assessment and Energy Model Review

Once the assessment and energy model have been completed for the property, Heschong Mahone Group (HMG) will conduct a thorough review of the assessment documentation and the energy model for accuracy and completeness.

The HERS II rater must submit the following necessary documentation to HMG program staff for assessment review purposes:

1. Electronic input files (.bld) and PDF copies of the HERS II reports showing a minimum 20% improvement over existing conditions.
2. The *Multi-Family Data Collection Worksheet*, including, as requested:
 - Other take-off sheets of existing conditions from the pre-retrofit audit/inspection, including such as equipment specification sheets
3. Building plan sketch with north arrow and basic wall, window dimensions
4. Site plan

If the initial eligibility review plan check results in questions about the thoroughness, accuracy or compliance of the documents, HMG will discuss any deviations with the owner/developer and/or rater (as applicable).

As necessary, the rater will be asked to update and resubmit the documentation as a result of the assessment review.

HERS Verification and Energy Analysis Documentation

Once construction is substantially underway, the HERS II rater must return to the site to perform field verification of energy upgrade elements defined in the HERS II Recommended Upgrades Report.

The rater shall inspect each multi-family building and verify that the approve package of measures has been installed, and conduct a home rating for the building. In some circumstances, multiple inspections will be required for verification of upgrade measures, such as wall insulation, that will not be accessible once construction is complete. The results of these inspections must be uploaded to the HERS II Provider Registry.

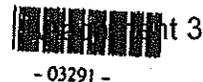
In order to ensure quality control of the inspection process and the HERS II raters' work, HMG will spot check approximately 10% of the buildings enrolled in the program.

On-Site Verification and Home Rating

Once verification is complete, the rater will finalize the properties' HERS II building rating (score). The rater is responsible for budgeting for the associated HERS II Provider Registry fees.

Instructions to Offerors Non-Construction

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



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

{Describe bid or proposal preparation instructions here:}

Certifications and Representations of Offerors
Non-Construction Contract

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

Attachment 3

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:



INSURANCE REQUIREMENTS:

Basic Requirements

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues / concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. Commercial General Liability – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
 - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
 - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.

2. Automobile Liability – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
 - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
 - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
 - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.

Insurance Requirements

3. Workers compensation – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
 - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
 - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
 - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
 - a. For construction contracts over \$5,000.
 - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
 - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
 - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.

Insurance Requirements

5. Professional Liability (Errors or Omissions) – only required for Design Professionals. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
 - a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.
7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

Agency as Additional Insured

All of the insurance policies, except the workers compensation policy, shall name the Sacramento Housing and Redevelopment Agency and its constituent entities as additional insureds.

30-Day Cancellation

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. All insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency
801 12th Street, 2nd Floor – Procurement Services (PS)
Sacramento, CA 95814
2. There are two ways to satisfy this requirement:
 - a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Insurance Requirements

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Attachment 3

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

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

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

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

The following definitions are applicable to this contract:

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

2. Changes

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

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

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

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

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

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

in the classification under this Contract from the first day on which work is performed in the classification.

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

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Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000
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1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

(ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (ii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Fee Proposal Form - Energy Performance Project Implementation Costs

(a) Proposed Fee - Comprehensive Energy Audit: \$ _____

Please provide the man-hours and rates attributable to the audit tasks, subcontractor costs (if applicable), and direct costs that make up the proposed cost to complete the Comprehensive Energy Audit.

| Show costs (b) through (i) as a percentage of <u>unburdened</u> construction cost. | |
|---|-------------------------------------|
| | Maximum Percentage (%) |
| (b) Designs and specifications (A/E Fees) | |
| (c) Administration | |
| (d) Cost of Risk | |
| (e) Construction Management | |
| (f) Hazardous Waste Administration | |
| (g) Profit | |
| (h) Training | |
| (i) Any other overhead costs (specify) | |
| NOTE: The above categories (b) – (i) can be revised / extended by the ESCo through the proposal. Unclear fee descriptions will be considered not in the best interest of the Housing Authority. The Housing Authority will not pay for any additional costs above the unburdened construction cost that are not identified in this proposal. | |

Ongoing Project Management Costs

| Show costs (a) through (c) as a percentage of <u>unburdened</u> construction cost. | |
|---|-------------------------------------|
| | Maximum Percentage (%) |
| (a) Yearly energy savings measurement and verification costs: | |
| (b) Yearly resident training costs. | |
| (c) Other yearly service fees (specify): | |



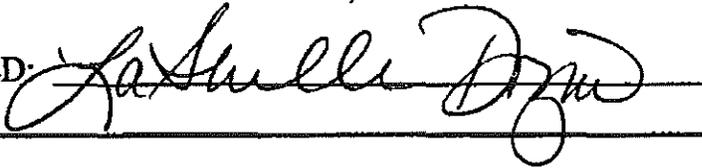
PROCUREMENT SERVICES PROCEDURE MANUAL

EFFECTIVE DATE: December 3, 2008

SUPERSEDED: January 3, 2007

TO: ALL AGENCY STAFF

FROM: LA SHELLE DOZIER, INTERIM EXECUTIVE DIRECTOR

APPROVED: 

This Procurement Services Procedure Manual, dated December 3, 2008, establishes standard procedures which are consistent with federal, state and local rules and regulations for the procurement of purchasing services, professional and consulting services, construction services, change orders and contract amendments.

The procedures described in this manual are within the guidelines established by the current Agency Procurement Policy, dated December 3, 2008.

AGENCY PROCUREMENT POLICY

EFFECTIVE DATE: December 3, 2008

SUPERSEDED: January 3, 2007

TO: DIRECTORS, ASSISTANT DIRECTORS AND PROGRAM MANAGERS

FROM: ANNE M. MOORE, EXECUTIVE DIRECTOR

APPROVED

The purpose of this policy is to establish standard guidelines which are consistent with federal, state and local rules and regulations for the procurement of purchasing services, professional and consulting services, construction services, change orders and contract amendments.

The Executive Director or designee shall at all times attempt to obtain the best available price for all items and services purchased under the provisions of this policy and is hereby authorized to: 1) purchase services, supplies and equipment; 2) select and retain professional or consulting services (based upon demonstrated competence and qualification); 3) procure construction-related services and 4) issue change orders or contract amendments.

DEFINITIONS

PURCHASING SERVICES: Commodities such as materials, supplies and equipment including maintenance and other service-related activities.

PROFESSIONAL AND CONSULTING SERVICES: Individuals or firms requiring special licensing, educational degrees/certificates and unusual or highly specialized expertise.

CONSTRUCTION SERVICES: Construction-related contracts including new construction, repair and demolition contracts except as provided for public works contracts.

PUBLIC WORKS CONTRACTS: Construction contracts for public facilities including contracts for repair and painting.

EMERGENCY: A sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public service or the legislative body passes a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure without complying with this chapter.

CHANGE ORDERS AND CONTRACT AMENDMENTS: Change Orders are modifications to an executed construction contract. Contract Amendments are applicable to all revisions or modifications to executed agreements between Consultants or other providers of services and the Agency.

SOLICITATION REQUIREMENTS AND SIGNATURE AUTHORITY

A. Transactions of \$100,000 and less

1. The Executive Director and designated Contracting Officers are authorized to award purchase orders, purchasing contracts, construction services contracts and professional services contracts up to \$100,000. Only the Executive Director and designated Contracting Officers are authorized to

award construction contracts.

2. Directors and Assistant Directors are authorized to sign Agency contracts up to \$100,000 for projects managed within their division.
3. Program and Regional Managers are authorized to sign Agency contracts up to \$50,000 for projects managed within their department.
4. Site Managers are authorized to sign Agency contracts up to \$2,000 for projects managed at their site.

B. Transactions Greater Than \$100,000

The Sacramento Housing and Redevelopment Commission shall be authorized to award purchase orders, purchasing contracts and professional services contracts in excess of \$100,000. A formal, competitive process shall be utilized including advertisements.

C. Public Works Contracts

Public works contracts shall meet the public works requirements, including bid bonds, payment bonds, prevailing wages and labor provisions when the contracts (including labor and materials) exceed the amounts as governed by Public Contract Code.

D. Federally Funded Construction Projects

Construction Contracts for the rehabilitation, construction and/or repair of Housing Authority properties, when exclusively federally funded shall follow, if permitted by State and Local law, federal procurement guidelines for solicitation, award, bonding, and insurance requirements.

E. Federally Funded Construction Solicitation Thresholds, if neither State nor Local law is applicable.

1. \$0 - \$25,000: Solicitation of a written bid from a qualified firm whose price is determined to be fair and reasonable.
2. \$25,001-\$100,000: Solicitation of written bids from a minimum of three bidders.
3. Over \$100,000: Public solicitation required. Governing board must authorize the solicitation and award of all construction service contracts over \$100,000.

F. Professional Service Contract Solicitation Thresholds

1. \$0 - \$50,000: One written solicitation to a qualified firm whose price is determined to be fair and reasonable.
2. \$50,001 - \$100,000: Solicitation of written proposals from a minimum of three vendors. When the expertise of a specific firm is required, the contract may be sole sources to that firm with the signature approval of the Executive Director.
3. Over \$100,000: Formal solicitation required. Governing board must authorize the solicitation and award of all professional services contracts over \$100,000.
4. Such Professional Services Contracts shall be awarded based upon demonstrated competence and the professional qualifications necessary for the satisfactory performance of the types of services to be performed.

SELECTION COMMITTEES FOR PROFESSIONAL SERVICES

Selection committees are optional for contracts up to \$50,000. Selection committees are required for contracts \$50,001 and over.

COOPERATIVE PURCHASING

The Executive Director is authorized to purchase materials, supplies, equipment, and services through other governmental jurisdictions (i.e. federal, state or local entities) when those entities receive a lower price as large-volume buyers regardless of dollar amount when the formal bid by those entities includes the Agency at the time of the bid. This includes but is not limited to CMAS. Such purchases are subject to the budget and to the proper authorizations.

EXCEPTIONS TO COMPETITIVE BIDDING REQUIREMENTS

Exceptions to the competitive bidding requirements include:

1. An immediate and existing emergency.
2. The legislative body passes a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure without complying with this chapter.
3. Sole source, necessary restrictions in specifications, necessary standardization, quality considerations or other legal reasons.

The Sacramento Housing and Redevelopment Commission shall review each request for exceptions in excess of \$100,000.

CHANGE ORDERS

The Executive Director is authorized to enter into change orders in construction contracts provided the aggregate amount of such change orders does not exceed the greater of 115% of the contract amount (the original contract amount plus fifteen percent in excess of the original contract amount) or the unencumbered Agency budget allocation for the project.

CONTRACT AMENDMENTS

The Executive Director is authorized to enter into amendments of Agency contracts, which contracts have not previously been approved by action of the governing board, provided the aggregate amounts of the original Agency contract and all such amendments do not exceed \$100,000. The Executive Director is authorized to enter into amendments to Agency contracts previously approved by governing board action, provided the aggregate amounts of the original Agency contract and all such amendments do not exceed 115% of the approved contract amount (the original contract amount plus fifteen percent in excess of the original contract amount).

CONDITIONS FOR ALL SOLICITATIONS

A. Minority/Women Business Enterprise (MBE/WBE) Utilization

The current Agency MBE/WBE Policy applies when federal funds are involved and preferential treatment, if any, shall be applied only to the extent that it is required to obtain or to continue to receive federal funds.

B. Small Business Enterprise Utilization

The current Agency SBE policy applies when the Agency is itself directly contracting for goods or services. It is the intent of the Agency to insure maximum participation by small business firms.

C. Insurance Requirements

All firms performing work on Agency property shall provide the Agency with certificates of insurance and copies of insurance policies in accordance with the Agency Insurance Requirements.

PROCEDURES MANUAL

A Procurement Procedures Manual, which sets forth the rules and regulations and which are consistent with this Procurement Policy and with Agency MBE/WBE Policy, may be prepared by the Executive Director or designee. When the Manual has been approved by the Executive Director, it shall have the same force and effect as the provisions of this policy.

End of Policy