TEMPORARY HOUSING UNIT RELOCATION CONTRACT

THIS AGREEMENT made and entered into this day 31st day of May, 2013, by and between Stout M-H Transport, hereinafter called the "Contractor" and the City of Joplin, Missouri hereinafter called the "City." In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and City agree as follows:

The Contractor shall comply with the following provisions:

1) Labor, Materials and Work write-up:

   Furnish all labor, materials, supervision, and services necessary to do the work specified in the "Temporary Housing Unit Relocation – Scope of Work" (Attachment A) attached and made a part hereof for the total sum of Five Thousand Nine Hundred and no cents ($5,900.00) per unit according to the "Bid Summary Sheet" (Attachment B) attached and made part herof. This contract will be for the relocation of two units for a total contracted price of Eleven Thousand Eight Hundred Dollars ($11,800.00).

2) Notice to Proceed

   Work may not be performed until receipt of written Notice to Proceed, after which the Contractor shall begin the work according to Section C.9.7 Performance Requirements of Attachment A. All work shall be complete within ten calendar days thereafter.

3) Specifications, Codes and Regulations

   Comply with all appropriate specifications, including the general conditions provided separately to the Contractor and codes referred to and with all regulations, ordinances and laws of the City of Joplin, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

4) Insurance

   a) The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

      (1) Claims under workers compensation, disability benefit and other similar employee benefit acts;

      (2) Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

      (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

      (4) Claims for damages insured by usual personal injury liability coverage which are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;

      (5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; and

      (6) Bodily injury insurance shall be, at a minimum, in the amount of $100,000.

b) Certificates of Insurance acceptable to the City shall be filed with the Project Administrator prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to God's Resort, Inc.

c) The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the City, at a minimum, in the amount of $300,000.

d) The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workers Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

5) Lead Compliance:

a) Contractors shall comply with the provisions of 29 CFR Part 1926(OHSA), governing the protection of workers disturbing lead painted surfaces. These provisions include, but are not limited to the following:

(1) The contractor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed. Contractor shall provide pre and post completion lead testing and comply with all regulations pertaining to its removal and disposal.

(2) Shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OHSA. If air quality monitoring results exceed 30 ug/cu. For an 8-hour period, then worker blood testing and monitoring requirements provided in OHSA shall apply.

(3) Shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OHSA.

(4) Shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.

(5) Shall make proper facilities available for worker hygiene when entering or exiting a work area.

(6) Shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.

(7) Shall ensure that specialized cleaning of containment areas is complete before reoccupancy by the occupant of the housing unit. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by HUD and the Missouri Department of Health.

b) The contractor shall comply with the Missouri Air Conservation law, Rs.Mo.643, Sections 225-250, Missouri regulation 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR

6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.

6) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

7) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor, unless specifically spelled-out otherwise in the "Work write-up". Dispose of demolition debris in compliance with State and Federal laws.

8) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without written consent of the City. The request for the assignment must be addressed to the City, God's Resort, Inc The Contractor is responsible for all work carried out by any subcontractor.

9) Subcontracts to God's Resort, Inc:

Shall not subcontract any part of the work to be performed under this contract to any member, officer or employee of the City of God's Resort, Inc. or its designees or agents, members of the governing body of the City of God's Resort, Inc., and other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Program giving rise to this contract during his or her tenure or for one year thereafter.

10) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Contractor warrants and guarantees for a period of one (1) year from the date of final inspection of the project that all completed systems are free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the City may, after giving 30 days notice to the Contractor, do so and charge the Contractor the cost thereby incurred. The City shall hold the State of Missouri, City of Joplin and God's Resort, Inc. harmless should the contractor not return to correct defects covered under this warranty. The city nor God's Resort will, in no way, guarantee that any defects due to faulty materials or workmanship will be corrected and will not ask any other government agency to cover the cost of correcting such defects.

11) Suspension of Work, Termination and Delay:

a) The City may suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor, which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor may not be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

b) If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the

Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the City, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method is deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the project, including compensation for direct costs of completing the project, including compensation for additional professional services, such excess shall be paid to a Contractor selected by the City to complete the work. If such costs exceed such unpaid balance, the Contractor or his insurance company will pay the difference to the Board. Such costs incurred by the Board will be determined by the Project Administrator and incorporated in a Change Order.

c) Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from compliance with the Contract Documents.

d) After ten (10) days from delivery of a Written Notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.

e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within (30) days after it is submitted, or the City fails to recommend payment to the Contractor substantially the sum approved by the City or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the City, terminate the Contract and recover from the City payment for all work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the City stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the work.

f) If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the City to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City.

12) Payments to Contractor:

a) At least ten (10) days before any payment is to be requested, the Contractor will submit to the City a payment request filled out and signed by the Contractor covering the work performed and supported by lien releases covering all supplies, labor, and/or subcontractors used in the completing of the rehabilitation project. With completion of the work; City will make a single payment upon completion. Lien releases must be provided prior to any payment being made to the Contractor.

b) Prior to substantial completion, the City, with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

c) The City shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the City.

d) Upon completion and acceptance of the work, the City shall issue a certificate attached to the final payment request that he/she has accepted the work under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City, shall be paid to the Contractor, within thirty (30) days of completion and acceptance of the work, if the Contractor has provided all required lien releases and has signed a Certification that all materials, laborers, and/or subcontractors have been paid in full.

e) The Contractor hereby identifies and saves the City or the City's agents, the City of Joplin and the City of Joplin's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the contract documents by the City to the Contractor, and the City shall not be liable to the Contractor for any such payments made in good faith.

f) If the City fails to make payment thirty (30) days after approval by the Project Administrator, in addition to other remedies available to the contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

13) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as

may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

14) Changes in the Work:

a) The City may, at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. The City shall review and give final approval to all Change Orders.

b) The City may, at any time, by issuing a written Change Order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the City.

15) Changes in Contract Price:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

a) Unit prices previously approved.

b) An agreed lump sum.

16) Time for Completion and Liquidated Damages:

a) The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed. A more detailed timeline is attached in Attachment A. Every effort should be made to minimize the time that the occupant will be unable to occupy the unit.

b) The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

c) If the Contractor shall fail to complete the work within the Contract Time or extension of time granted by the City, then the Contractor may be required to pay to the City the amount of $50/day for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

d) The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given Written Notice of such delay to the City or Project Administrator.

(1) To any preference, priority or allocation order duly issued by the City.

(2) To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

(3) To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 4a and 4b of this article.

17) Equal Employment Opportunity, Nondiscrimination, and Minority Business Enterprise Utilization:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.

e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.

g) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

h) The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document his efforts to the City.

i) For contracts in excess of $10,000, equal opportunity provisions shall apply to this contract.

18) Training and Employment of Lower Income Residents of Project Area:

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. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

General Provisions

19) This contract embodies all the representatives, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.

20) The Contractor agrees to perform the work required by this contract, and the City agrees that neither he nor the members of his family, his tenants, agents or employees will hinder the Contractor in his work in carrying out HUD requirements and city codes and policies.

21) No member, officer or employee of the City of Joplin, Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

Stout M-H Transport

Eddie Stout

Eddie Stout, Owner

City of Joplin, Missouri

Troy Bolander, Planning & Community Development Director

Attachment A

SECTION C.1 – Temporary Housing Unit Relocation – Scope of Work

C.1.1 Scope

The contractor shall furnish all management, supervision, personnel, equipment, materials, transportation and supplies necessary to perform services as defined by this Statement of Work for the City of Joplin, Missouri (City). **All work shall be paid according to Missouri Prevailing Wage Requirements.** Contractors will be required to submit weekly payroll forms to document this requirement.

A maximum of 11 units will be relocated by the Contractor on behalf of the City. All costs shall be submitted as an average per unit price and can be pro-rated to cover any number of units from 1 to 11. The costs shall be submitted in the following format.

Activity	Cost per Unit
Relocation and related activities as described in Scope of Work	$_____
	x 11 units (Maximum)
TOTAL COST	$_____

C.1.2 Mission, Location, Description and Facility

C.1.2.1 Mission

Reserved.

C.1.2.2 Location

The current existing housing is located at the FEMA operated group sites located south of the Joplin Regional Airport. These sites include Hope Haven, Hope Haven II, and Officer Jeff Taylor Memorial parks. The relocation will include installation of these units into the pre-existing Fountain Road Expansion group site.

C.1.2.3 Description

The Contractor shall support the government's temporary housing unit relocation activity. The activity is expected to include: all related activities necessary to disconnect the temporary housing units (THU's), the transportation of temporary housing units to be installed at Found Road Mobile Home Park and/or other alternate sites, and installation and maintenance of the temporary housing units to ensure that they are operable, meet local codes, and considered to

be in acceptable condition by the City of Joplin.

C.1.3 Period of Performance

a. The period of performance for this contract shall consist of the following:

Contractor will be allowed 10 working days from date of Notice to Proceed to complete all work in the above description satisfactorily.

The Contractor should assemble staff within 24 hours of award. If the Contractor has not been tasked to perform site inspections, they will have an additional 24 hours to assemble staff; a total of 48 hours after the award. If the Contractor is assigned to perform site inspections, the time line will be: site inspection completed within 48 hours of kick off meeting and 24 hours for installation of THU once site is inspected. Upon issuance of installation work order, contractor will have 72 hours to complete each installation and make a unit ready for occupancy.

C.1.4 Hours of Operation

a. Facility Support Services: With the exception of the Project Manager and COTR, the required services are to be performed during normal working hours; however, continued performance after normal working hours may be required on an infrequent basis. Normal working hours shall be 7 a.m. to 7 p.m. unless otherwise stated in this statement of work (SOW).

C.1.5 Projected Workload

The Contractor is responsible for supporting any government changes to the contract schedule. The Government will attempt to provide the contractor with one (1) day advanced notice of any changes to the schedule in writing.

C.1.6 Contractor Furnished Property

The Contractor shall be responsible for providing all facilities, equipment and materials as necessary to fulfill the requirements of the contract.

C.1.7 Contractor Minimum Qualifications

General: Provide professional, courteous and timely services, activities, and management (to include Contractor staff, subcontractors, and representatives), and shall incorporate customer service as well as flexible and transparent performance management to ensure that all work identified in this SOW is completed. They shall provide insightful, accurate and timely task order status reporting as detailed in the Reports and Information Management Section. The contractor is responsible for providing personnel who can pass an initial background investigation.

C.1.9 Performance Evaluation Meetings

The City Representative may require the Project Manager to meet with the City Representative

and other Government Personnel as deemed necessary. The Contractor may request a meeting with the City Representative when he or she believes such a meeting is necessary.

SECTION C.2 – Roles and Responsibilities of Contractors and City

C.2.1 Contractor Roles and Responsibilities

The contractor shall:

1. Perform site inspections as deemed necessary by the City Representative.
2. Obtain the landowners authorization for access to private sites at time of inspection as stated in the SOW.
3. Obtain all bonds and permits required for unit installation. Obtain appropriately licensed staff and subcontractors to perform the work. The contractor shall coordinate all efforts with all government entities as required by Federal, State and Local laws and regulations.
4. Follow the subcontracting plan and use local subcontractors to the maximum extent possible.
5. Actively coordinate with the City Representative or designee.
6. Pick-up and transport the temporary housing (manufactured homes, travel trailers, and park model) units from locations at the existing FEMA group sites south of the Joplin Regional Airport and any other designated locations.
7. Identify potential project constraints to the City Representative.
8. Manage, and operate staging area if so directed by the City Representative.
9. Provide daily detailed reports for the City Representative.
10. Perform unit installations within 24 hours of installation work order issuance.
11. Perform work and task order activities on time with City Representative satisfactory quality.
12. Account, track, and maintain all units and other Government Furnished Equipment (GFE). This includes providing the City Representative a weekly report for all equipment purchased by the contractor.
13. Provide and perform maintenance activities up to 90 days from the last unit passing final inspection.
14. Monitor operations in accordance with the contract requirements.
15. Maintain accurate records and provide all documents as required in the contract.
16. Provide all of the material, labor, equipment, and services necessary for the mission.
17. Install THU in accordance with the SOW.
18. Shall dispose of all materials and supplies in compliance with all Federal, State, and Local laws, regulations and rules. This includes, but is not limited to, spent fuels, batteries, refrigerants, tires, etc. The Contractor shall pay any fees associated with the removal and disposal of hazardous waste.
19. Shall utilize professional services of experienced electricians, plumbers, carpenters, and pest control specialist or appliance technicians. The Contractor will not be required to make service calls for issues that occupants are generally responsible for such as changing light bulbs, maid service, washing windows, changing curtains, and changing linen for occupied units, etc. The Contractor will not be responsible for picking up trash in the units or emptying the unit trash cans, etc.

20. Shall receive the specified unit numbers for THU's from the City.
21. Shall maintain the THU's in the condition that they were transferred or make authorized repairs to the THU as directed by the City Representative.

C.2.2 City Roles and Responsibilities

City will:

1. Identify potential lots and pads for unit installations on private and commercial sites.
2. Provide access to temporary housing units in conjunction with Catholic Charities.
3. Identify number of units to be occupied.
4. Obtain the commercial pad lease for commercial sites.
5. Identify the potential occupants for the units.
6. Identify the location to pick-up, transport, and install the units.
7. Assign units to the Contractor for maintenance, deactivation, repositioning, or units that require cleaning.
8. Address domestic problems, disruptive tenants, and/or tenants refusing service.

SECTION C.3 –Transport of THUs

C.3.1 Scope

As part of the contractor responsibilities the contractor will be tasked with transferring the THU to their new location including installation and acceptance of the contractor work. The process of returning the THU to the government is part of the installation process.

C.3.2 General Requirements

The contractor shall perform inspections and acceptance of all THU's at the City designated pick-up point. If the City changes the location of the staging area or pick up point the City Representative will notify the contractor in writing. The City Representative will notify the contractor at least 24 hours prior to enacting any changes. The contractor shall make an independent determination that the units are suitable to be installed and designated ready for deployment (RFD). If the contractor designates a THU as unsuitable for installation, the contractor shall provide written documentation and photographs for the rejection. The contractor shall be responsible for all damage unless they can demonstrate to the City Representative that the damage is a latent defect in the unit.

SECTION C.4 – Transport of THUs

C.4.1 Scope

Process by which the contractor disconnects the THU's from existing group site, transports the THU to an approved installation site, and installs the THU.

C.4.2 General Requirements

The City may issue work orders to the contractor for transportation of the following types of THUs: Manufactured Homes; Park Models; Travel Trailers or other alternative housing unit types. This shall include all permitting, transportation, labor, equipment and materials requirements to accomplish transportation of the THUs. The contractor shall ensure that all units in its custody are road worthy. The contractor shall provide to the City the names of drivers along with a copy of their ID badge, before they arrive at any storage or staging location to take custody of any unit.

To installation site: The contractor shall transport all issued and accepted THUs to the installation site.

SECTION C.5 – Staging (see Technical Detail [TD] #1 for more information)

a. Reserved

SECTION C.6 – Site Inspection (see TD #2 for more information)

C.6.1 Scope

The process by which a potential location for installation for a THU has been verified to ensure the location meets installation requirements. The contractor is required to perform site inspections.

C.6.2 General Requirements

The City Representative shall direct the Contractor to inspect the feasibility of areas identified by FEMA to determine whether the sites can be used for installing temporary housing units. The Contractor shall be required to inspect the number of sites per day as defined in the Disaster Variables Table, and as required by the City Representative, thereafter. The City reserves the right to perform "in-house" inspections, as it deems appropriate. The Contractor shall perform site inspections to assess site use feasibility. The site inspections are also used to identify what efforts are needed to install units. The City Representative may assign, as part of Site Inspection, the determination of Flood Zone to the Contractor. If Flood Zone determination is assigned the Contractor shall review the applicable National Flood Insurance Program (NFIP) and determine if the proposed installation site for the THU is in a flood plain. If the THU is in a flood plain there are additional requirements to make the site feasible. The installation of the temporary housing units on private sites should not hinder the ability to proceed or continue with making necessary repairs and/or recovery activities to the damaged dwelling."

C.6.3 Types of Private Site Inspections

1. Routine Site Inspections: The Contractor shall complete site inspections within 24 hours from the issuance date. The Contractor accepts responsibility for the timeliness of the inspections at the time of assignment.

C.6.4 Results of Site Inspection

Results of a site inspection may be classified as one of the following:

1. Feasible
2. Infeasible – Pending Owner Action
3. Infeasible – Pending COTR Approval
4. Infeasible – Other
5. No Contact

C.6.5 Commercial Park Feasibility Assessment

The Contractor shall, at the request of the City Representative, perform preliminary investigations of commercial parks. The adequacy of the park's infrastructure shall be assessed. Areas of consideration shall include number and size of available lots, sewer system, water distribution system, electrical distribution system, environmental concerns, fire prevention, storm shelters, flood plain information and ingress/egress. The Contractor shall determine the condition of the aforementioned with respect to governing State, Local, and Federal codes. This information will be reported to the City Representative in a written format, including photographs, site plan, and layout. Proximity of local schools, mail route information, and other areas of public interest shall be included in the report. The report shall also consider the availability of telephone service, public transportation, waste management service, and other amenities of interest.

SECTION C.7 – Installation (see TD #1 for more information)

C.7.1 Scope

Process by which a temporary housing unit is temporarily fixed to real property location. During this installation process the THU is placed on its installation location as indicated on the site inspection drawing, blocked, leveled, anchored, utilities connected proper skirting, stairs, ramps, and platform stairs. The THU should be made ready for occupancy by testing all appliances and assembling all the furniture. The lot should be cleaned and have all extraneous material removed.

C.7.2 General Requirements

City may issue work orders to the contractor for installation any of the following classes of THUs: Manufactured Homes; Park Models; Travel Trailers or other alternative housing unit types. All City THUs are installed to the same standards including all applicable Federal, State

and local laws or regulations as well as the manufacturer's installation instructions. Additionally, City may require the THUs to be installed and be in compliance with the Uniform Federal Accessibility Standards (UFAS). In the case of conflicting requirements, the most stringent, specific, and definitive rule will be followed. Upon receipt of a City issued work order, the contractor shall install the THU as shown on the Site Inspection Report provided and approved by City. Any deviation from the approved site location must be approved in advance by the City Representative. The installation of the temporary housing units on private sites should not hinder the ability to proceed or continue with making necessary repairs and/or recovery activities to the damaged dwelling. As part of the basic installation the contractor will need to complete the following tasks:

Site Usage Permits- The Contractor shall identify and obtain the permits that are required for the unit installations and the projected time required to obtain permits. The contractor shall be responsible for obtaining necessary permits associated with placing and installing the unit and utility installation. The contractor shall identify the permitting proves for completing the unit installation.

Nominal Site Grading – The contractor shall provide site grading as part of the basic installation. This shall include the work necessary to level the site to the extent that the THU can be installed.

Blocking, Leveling and Anchoring – The contractor shall use piers consisting of double courses of concrete blocks and shall meet or exceed the requirements of the local entity issuing the permits as well as the manufacture's specification, unless double blocking is prohibited by that entity.

Power, Water, and Sewer Connections (See TD #2, TD #3, and TD #4) – The contractor shall install all utility connections for sewer, water, and electricity. The basic set up for each THU includes service connections electric, water, and sewer. The basic installation of THU's shall include runs for each utility of up to 50 feet and an excavation depth up to 48 inches below the surface or to an excavation depth 6 inches below the frost line where the frost line exceeds 48 inches. Utilities line installation is measured at the external point of the THU closest to the utility connection for each utility.

a. The connection of water, sewer, and electric shall not be connected directly into the damaged dwelling so that the utility connections would interfere or prevent the dwelling from being occupied, removed, replaced, or repaired. Utility runs beyond 50 linear feet shall be identified in the site inspection. City Representative approval is required prior to any installation with utilities of more than 50 linear feet.

b. All excavations greater than 48 inches deep require prior approval from the City Representative before excavation begins.

Winterization (See TD #5) – When conditions dictate, the City Representative may direct the Contractor to install freeze protection heat tape and insulate the water supply piping and shut-off valves to prevent freeze-up of the system. The heat tape shall be installed in compliance with the cable manufacturer's instructions. A copy of these instructions is to be provided to the COTR.

Install and Test HVAC (See TD #6) - The contractor shall install the HVAC system provided with the THU using properly qualified personnel. The THU's come with the entire HVAC system attached to the THU or with an air conditioning compressor unit that requires installation separate from the THU. Installation of all HVAC components including any external compressor units shall be in compliance with the manufactures instructions. Prior to reporting the unit Ready for Occupancy (RFO) and requesting a government acceptance inspection the Contractor shall operate the Heat and AC units for 30 minutes to ensure that they are fully operable to ensure proper function and reliability. HVAC unit installation shall be considered part of the basic unit installation.

Skirting (See TD #7) – The contractor shall furnish and install skirting for all THUs with the exception of Travel Trailers. Install skirting in accordance with Federal, State and Local codes and as defined in the attached specifications. All units shall have insulating/winterized skirting if required by local conditions as defined by the COTR. The THU tongue shall be skirted if required by a commercial park owner or local regulation.

Removal of equipment, excess materials and debris - The Contractor shall remove all equipment, excess materials brought to and debris created at the site, used to setup the THU or created as a result of the installation.

Keys - The Contractor shall provide a minimum of three (3) sets of keys to City for every temporary housing unit upon completion of unit installation and RFO. Additionally, the contractor shall identify and label all keys provided.

Punch List - The Contractor shall address and fix the identified punch list items within twenty-four (24) hours of final inspections. The Contractor shall provide detailed documentation of actions taken to remedy said punch list items and the unit shall be made available to the City Representative/designee for verification. Punch lists are documented and will be inspected by a City representative to document the contractor's completion of the punch list times.

Steps, Platform Stairs and Ramps (See TD #8) – The contractor shall install steps and a deck/landing at each entrance to the THU unless the work order directs the installation of platform stairs or ramp. When constructing ramps the Uniform Federal Accessibility Standards (UFAS) shall apply. A basic ramp shall be 40 feet long with the exception of when a ramp is built for a travel trailer. A basic ramp for a travel trailer shall be 30 feet long. Platform stairs shall be built according to the specifications attached.

Clean and Make Unit Ready for Occupancy (See TD #9) – The contractor shall use the attached specification to clean and make the THU ready for occupancy.

Installation and providing of Liquid Propane (LP) –The installation shall be in accordance with State and local codes. The installation must be made so that convenient recovery of the tank(s) is possible. The contractor will ensure that the entire system is checked for leaks and repaired if any are found.

C.7.3 Additional THU installation

Utility Tap/Connection Fees – The contractor shall pay the fees associated with connecting the THU to any local utility. This does not include paying any unpaid charges accrued by the applicant prior to the installation and the disaster. The contractor shall be directed by the City Representative if they are to pay for tap/connection fees. These fees shall be reimbursed at actual expense.

Site Preparation and Grading above Basic Installation - Any site preparation over and above the site preparation as defined in Basic Unit Installation. The Contractor shall develop a cost proposal for all work to be carried out as part of this assignment. The final negotiated cost will become a fixed price item. All cost proposals require approval from the City Representative.

Miscellaneous - Any items that are required to install or make functional or ensure the safety of the THU not covered in other parts of this SOW. The Contractor shall develop a cost proposal for all work to be carried out as part of this assignment. The final negotiated cost will become a fixed price item.

Heavy Tow or Equipment to spot - The contractor shall furnish appropriate equipment that may be needed to place a THU or other prefabricated unit on a designated site. The City Representative or designee must pre-approve use of the heavy equipment.

Direct Wiring of Well Pump-wiring for a well pump shall be have the appropriate sized conductor and buried. Wiring buried less than 24 inches below grade shall be encased in approved conduit. Sweeps shall be used at the points where the buried cable makes a 90-degree turn toward the meter loop assembly and well pump. Installation of the wiring shall include a disconnect / overcurrent device. Installation shall conform to all Federal, State, local and National Electrical codes.

Bladder Services (Flexible Holding Tanks) – When specified, the contractor shall provide and install a poly-plastic bladder (holding tank) to capture and store waste water from the THU. The bladder shall be appropriately sized and installed in compliance with manufacturer's instructions (a copy is to be provided to the COTR) and the following details:

a. The bladder shall be installed in such a manner as to not pose a safety hazard and provide easy access for pump out. Pipe shall be an approved and appropriate rigid PVC sewer pipe (absolutely no flex-hose allowed). The pipefitting that attaches the sewer connection to the drain outlet of the manufactured home shall be threaded and screwed or installed with a removable adapter for the drain outlet. The nominal inside diameter of the unit sewer connection shall not be less than three inches (3"). The slope shall be continuous and at least one-quarter inch (1/4") per foot and no more than one-half inch (1/2") per foot. Supports for the sewer line shall be placed at four-foot (4') intervals (maximum) to prevent any deflections. Installation of the bladder and associated parts will comply with all appropriate plumbing, safety, and health codes and requirements. A clean-out fitting will be installed in an accessible location at or near the connection point at the THU to facilitate snaking-out a clogged line from the connection point, through the sewer line and into the bladder.

SECTION C.8 – Maintenance Requirements (see TD #10 for more information)

C.8.1 Scope

Reserved

SECTION C.9 – Reports and Deliverables

C.9.1 Scope

The purpose of the reports is to provide the City Representative with information that will be used to assess how the mission is being carried out. The City Representative will determine if some of the reports are deemed unnecessary for this contract. The City Representative will notify the contractor in writing to inform him of what reports will be required as part of this contract. These reports might include:

1. Daily Reports
2. Weekly Reports
3. Monthly Reports
4. Contractor Monthly Summary Report (summarization of unusual activities, items of interest)

C.9.2 Quality Control

The Contractor shall develop, present maintain and update a quality control plan to monitor performance to ensure appropriate quality is achieved. The plan shall identify a process for addressing delayed activities including, but not limited to, unit installation, unit maintenance and deactivation. The contractor shall provide weekly reports on all items that do not meet the established quality control plan. The quality control plan must be reviewed and approved by the City Representative.

The Contractor shall establish a process for ensuring the work is consistent with the specification set forth in this Statement of Work and the contractor's quality control plan. The Contractor shall monitor the quality of work using a quality control plan that will also serve to facilitate Government oversight and inspection.

C.9.3 Travel Requirements

The government does not anticipate that any employees of a local contractor shall have to travel or be on per diem. However, any travel, which requires preapproval from the Contracting Officer, shall be in compliance with Federal Travel Regulations (FTR).
http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_OVERVIEW&contentId=14161

C.9.4 Deliverables

Reserved

C.9.5 Glossary of Terms

Reserved

C.9.6 Technical Details

Reserved

C.9.7 Performance Requirements

1. City issues Notice to Proceed
2. Within 48 Hours, Contractor performs Site Inspections and notifies City of feasibility.
3. Within 120 Hours from the submission of the Site Inspections, Contractor will relocate all units.
4. Within 48 Hours from the relocation, Contractor will install, inspect, and issue Ready For Occupancy notices to the City.
5. The City will confirm the Ready for Occupancy notice. If repairs are needed, the City will issue a Punch List.
6. Within 24 Hours of receipt of the Punch List, the Contractor will make all repairs necessary.

*All Efforts should be made to minimize the time that each household will be relocated from the Temporary Housing Unit. The contractor must coordinate with the occupants, the City, and Catholic Charities to ensure that the time between unit vacation and the time when the unit is ready for occupancy is minimal.

C.9.8 Place(s) of Performance

All declared counties and adjacent areas if there are not enough adequate locations to place temporary housing units.

C.9.10 Period of Performance

Date of Notice to Proceed plus 10 days.

C.9.11 Point of Contact

City Representative

SECTION C.10 – Invoicing

C.10.1 Scope

The purpose of the Invoice Section is to provide the contractor with information on the required documentation and instructions on how to submit that documentation.

C.10.2 General Requirements

The contractor shall submit an original invoice (or electronic invoice, if authorized) to the address designated in the contract to receive invoice. An invoice must include- Company name and address.

1. Invoice date. Invoices must include the correct Date of Delivery/Service, i.e. from 1/1/10-1/30/10. The date of delivery/service will equal either four weeks or 30 days. Invoices will be submitted to the government no later than 15 days after the end of Date of Delivery/Service. The contractor may request an additional 5 days if needed.
2. Labor-All labor, direct cost, and indirect cost incurred during the date of service should be invoiced together.
3. Contract number, contract line item number, order number, and any other authorizations for services preformed or supplies delivered.
4. Detailed description of services, including quantity, unit of measure, and unit price or any price alterations.
5. Name and address of the payment recipient. This must be the same person specified in the contract.
6. Name of a person to be contacted in case the invoice is defective, along with his or her name, title, phone number and address.
7. Payment-Rejected or partially paid invoices will be submitted separate from any new invoice. Resubmitted invoices shall contain the same invoice number with a notation designating it is a resubmitted invoice.
8. Miscellaneous Expense-The contractor will include a written justification and the governments pre-approved written authorization for non-traditional expenses with invoices. (Computer hardware/software, miscellaneous equipment/materials).

9. QA-The contractor will perform a quality control check on the invoice and backup documentation before submitting to the government. Following are a few of the common issues identified by the government.
10. Backup documents are illegible and/or not clearly related to submitted receipts and/or cost. For receipts that are faded or when it is unclear how a receipt/cost related to the invoiced amount, contractor will provide a written clarification.
11. Do not submit meal receipts, the government will pay the maximum allowable per GSA per diem rates for the area.
12. Receipts or expenses are included that are not charged to the government. If unavoidable, contractor will cross out the non-applicable charges and recalculate the subtotal.
13. Billed amount does not match the amount on the receipt. The amount listed the spreadsheet must match the amount on the receipt.

These requirements address the most common invoicing issues; however, this does not address all issues or concerns with invoicing.

END OF SECTION C

Attachment B

BID SUMMARY SHEET

Company Name: Stout M-H Transport

Company Representative Signature: Eddie Stout

Date Submitted: _____

Activity	Cost per Unit
Relocation and related activities as described in Scope of Work	$ 5900.00
	x 11 units (Maximum)
TOTAL COST	$ 64,900