

**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
GENERAL PROPERTY IMPROVEMENTS  
AT  
554 / 556 YOLO STREET AND 553 HEIKEN STREET  
YUBA CITY, CA 95991**

NOVEMBER 15, 2017

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# **BIDDING REQUIREMENTS**

## NOTICE TO CONTRACTORS

Sealed proposals will be received by the Regional Housing Authority by mail or hand delivered to 1455 Butte House Rd, Yuba City, CA 95993 by December 20, 2017 at 10:00AM, at which time they will be publicly opened and read aloud for performing work as follows:

PROJECT: General Property Improvements at Yolo/Heiken

LOCATION: 554/556 Yolo Street & 553 Heiken Street, Yuba City, CA 95991

Bids will be examined and declared on said day and hour.

No bid will be considered unless it is made on the BID PROPOSAL form furnished as part of these Contract Documents. Each bid must be accompanied by the following:

1. N/A
2. Form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
3. Non-collusive affidavit (required for contracts exceeding \$50,000)
4. N/A
5. Form HUD-2530 "Previous Participation Certification" (required for contracts exceeding \$50,000)
6. List of all Subcontractors Performing more than ½ of 1% of bid
7. Certifications for Contracts, Grants, loans & Cooperative Agreements
8. Verification of Contractor & Subcontractor DIR Registration
9. List of References

Bids shall be mailed or submitted to the Authority in a sealed envelope marked:

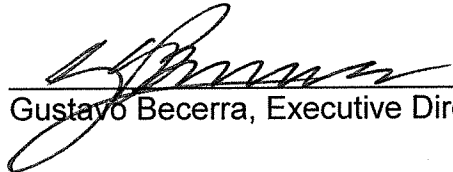
**General Property Improvements at Yolo/Heiken**  
**Attn: Larry Tinker**

**The Contractor and each of his/her subcontractors will NOT be required to pay the local prevailing wage rate** as established by the Director of the Department of Industrial Relations of the State of California, or prevailing wages as established by the Secretary of Labor of the United States, whichever is higher.

No bid will be accepted from a Contractor who is not licensed under Chapter 9, Division 3, California Business and Professional Code or from a Contractor that not registered with The State of California Department of Industrial Relations. All subcontractors must be appropriately licensed and registered. It is the Contractor's responsibility to verify that subcontractors are licensed and registered. **Each bid must conform and be responsive to this Notice, the Specifications, Plans, and Contract Documents.**

Specifications, plans and contract documents for the proposed work may be obtained from the Regional Housing Authority at a Pre-Construction Meeting on Monday December 4, 2017 at 1:00 pm at 554 Yolo Street, Yuba City, CA 95991.

**THE HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

  
\_\_\_\_\_  
Gustavo Becerra, Executive Director

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 and the bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Larry Tinker  
Senior Development Specialist  
1455 Butte House Road  
Yuba City, CA 95993  
(530) 671-0220 X130

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

## 9. Bid Guarantee Not required

## 10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

## 11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

## 12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



BID FORM

TO: REGIONAL HOUSING AUTHORITY  
1455 BUTTE HOUSE RD.  
YUBA CITY, CALIFORNIA 95993

Executive Director: Gustavo Becerra

The undersigned doing business under the firm name of:

---

having familiarized ourselves with the conditions affecting the cost of the work, where the work is to be done; and having carefully examined the Plans, Specifications, including Instructions to Bidders and Addenda, if any, for the following project:

Project: General Property Improvements  
Location: 554/556 Yolo Street & 553 Heiken Street, Yuba City, CA 95991

and having examined the site of the proposed work, proposes to furnish all materials, labor, equipment, transportation and utility services called for by them for the work indicated and/or specified.

1. BASE BID:

\_\_\_\_\_ DOLLARS (\$) )

ALTERNATE 1 – Installation of new carpet and pad in 3 bedrooms at 554 Yolo St.

\_\_\_\_\_ DOLLARS (\$) )

**2. IN SUBMITTING THIS PROPOSAL, THE UNDERSIGNED UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND/OR WAIVE ANY INFORMALITY IN THE BID.** It is agreed that this proposal may not be withdrawn over a period of **90 days** after the opening thereof.

3. Attached hereto is a list showing the name and place of business of all Subcontractors who will perform work in excess of one-half (1/2) of one percent (0.5%) of the Base Bid, together with the portion of the work to be done by each Subcontractor.
4. BID GUARANTEE: Not Required
5. Attached hereto are the following:
  - a. form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
  - b. Non-collusive Affidavit (required for contracts exceeding \$50,000)
  - c. form HUD-2530 "Previous Participation Certification" (required for contracts exceeding \$50,000)
  - d. List of Subcontractors
  - e. Verification of Contractor & Subcontractor DIR Registration
  - f. Certification for Contracts, Grants, Loans & Cooperative Agreements
  - g. A minimum of 3 references of similar projects
6. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within ten (10) working days after receipt of such notice, (a) sign the specified contract and also deliver to the Owner (b) a payment bond as required by the contract documents, and (c) a performance bond, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

7. ADDENDUM RECEIPT: Receipt of the following addenda to the Plans and Specifications is acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

DATE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTR. LIC #: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

LIC. EXP. DATED: \_\_\_\_\_

The representations made herein are made under penalty of perjury.



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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of ninety (90) calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period:  
calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. N/A

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These instructions supplement those found in HUD-5369-A, "Representation, Certifications and Other Statements of Bidders – Public and Indian Housing Programs", which must be submitted as part of each Bidder's package.

Please note the following:

1. Non-Applicability – Indian Housing. Please note that any and all references to "Indian Housing" are not applicable to this project, which is being developed under the Public Housing Program.
2. Section 1 – Certification of Independent Price Determination. Note that Section 1 (b) (2) must be completed with the names of the principals of the firm, if applicable.
3. Section 1 (d) – Non-Collusive Affidavit. Inasmuch as the estimated cost of this project exceeds \$50,000, a non-collusive affidavit IS required and must be submitted. Further, Bidder must check the appropriate box in subsection (2).
4. Section 2 – Contingent Fee Representation and Agreement. Bidder must check the appropriate boxes under Subsection (b) (1) and (2). Further, if the answer under either (b) (1) or (2) is affirmative, the bidder must make an immediate and full disclosure to the Housing Authority's Development and Rehabilitation Administrator.
5. Section 4 – Organizational Conflicts of Information Certification. Bidders must check the box indicated if there are no actual or apparent conflicts of interest.
6. Section 6 – Minimum Bid Acceptance Period. This section is modified as follows:
  - A. Subsection © is amended to read as follows:

"The PHA requires a minimum acceptance period of 90 consecutive calendar days."
  - B. Subsection (d) permits the Bidder to specify a longer acceptance period if so desired.

7. N/A
8. Section 8 – Indian Owned Economic Enterprise. This section is not applicable and is deleted.
9. Section 9 – Certification of Eligibility Under the Davis-Bacon Act. Note that this section IS applicable to this project.
10. Section 10 – Certification of Non-Segregated Facilities. Inasmuch as this Contract will exceed \$10,000, this section is applicable. Note also that the Contractor must obtain identical certifications from all proposed subcontractors.
11. Section 11 – Clean Air & Water Certification. Bidder should check the box indicating that the “facility” IS NOT on the EPA list of Violating Facilities.
12. Section 12- Previous Participation Certificate. Inasmuch as the estimated contract price exceeds \$50,000, this section IS applicable. Bidder must submit Form HUD-2530, Previous Participation Certificate, with the bid, or within three (3) working days of the bid opening (not counting the day of the opening). Bidder should note whether or not the certificate is included by checking the appropriate box.

NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SUTTER

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ of the firm of

\_\_\_\_\_  
(Firm Name)

the party making the foregoing bid; that such bids are genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said bid are true.

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Authority is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

The undersigned further certifies that the bidder who submitted the bid to which this certification is attached, is not listed on the Controller General's list of ineligible bidders or contractors.



Bidder if Bidder is an individual:

---

(Name of Bidder)

Partner if Bidder if a partnership:

---

(Partner)

Officer if Bidder is a corporation:

---

(Officer)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: \_\_\_\_\_

EXECUTIVE ORDER  
NO. 11625

October 14, 1971, 36 F.R. 19967

PRESCRIBING ADDITIONAL ARRANGEMENTS  
FOR DEVELOPING AND COORDINATING A NATIONAL PROGRAM  
FOR MINORITY BUSINESS ENTERPRISE

The opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic justice for such persons and improve the functioning of our national economy.

The Office of Minority Business Enterprise, established in 1969, greatly facilitated the strengthening and expansion of our minority enterprise program. In order to take full advantage of resources and opportunities in the minority enterprise field, we now must build on this foundation. One important way of improving our efforts is by clarifying the authority of the Secretary of Commerce (a) to implement Federal policy in support of the minority business enterprise program; (b) provide additional technical and management assistance to disadvantaged business; (c) to assist in demonstration projects; and (d) to coordinate the participation of all Federal departments and agencies in an increased minority enterprise effort.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

Section 1. Functions of the Secretary of Commerce. (a) The Secretary of Commerce (hereinafter referred to as "the Secretary") shall –

(1) Coordinate as consistent with law the plans, programs, and operations of the Federal Government that affect or may contribute to the establishment, preservation, and strengthening of minority business enterprise.

(2) Promote the mobilization of activities and resources in State and local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of minority business enterprises, and facilitate the coordination of the efforts of these groups with those of Federal departments and agencies.

(3) Establishing a center for the development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Nation in undertaking or promoting the establishment and successful operation of minority business enterprise.

(4) Within constraints of law and appropriations therefore, and according to his/her discretion, provide financial assistance to public and private organizations so that they may render technical and management assistance to minority business enterprises, and defray all or part of the costs of pilot or demonstration projects conducted by public or private agencies or organizations that are designed to overcome the special problems of minority business enterprises or otherwise to further the purposes of this order.

(b) The Secretary, as he/she deems necessary or appropriate to enable him/her to better fulfill the responsibilities vested in him/her by subsection (a). may –

(1) With the participation of other Federal departments and agencies as appropriate, develop comprehensive plans and specific program goals for the minority enterprise program; establish regular performance monitoring and reporting systems to assure that goals are being achieved; and evaluate the impact of Federal support in achieving the objectives established by this order.

(2) Require a coordinated review of all proposed Federal training and technical assistance activities in direct support of the minority enterprise program to secure consistence with program goals and to avoid duplication.

(3) Convene, for purposes of coordination, meetings of the heads of such departments and agencies, or their designees, whose programs and activities may affect or contribute to the purposes of this order.

(4) Convene business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of minority business enterprise or who could contribute to its development, for private activities in furtherance of the objectives of this order.

(5) Confer with and advise officials of State and local governments.

(6) Provide the managerial and organizational framework through which joint or collaborative undertakings with Federal departments or agencies or private organizations can be planned and implemented.

(7) Recommend appropriate legislative or executive actions.

Section 2. Advisory Council for Minority Enterprise. (a) the Advisory Council for Minority Enterprise (hereinafter referred to as “the Council”), established by Executive Order No. 11468 of March 5, 1969 shall continue in existence under the terms of this order.

(b) The Council shall be composed of members appointed by the President from among persons, including members of minority groups and representatives from minority business enterprises, who are knowledgeable to this field and who are dedicated to the purpose of this order. The members shall serve for a term of two (2) years and may be reappointed.

(c) The President shall designate one of the members of the Council as the Chairman of the Council.

- (d) The Council shall meet at the call of the Secretary.
- (e) The Council shall be advisory to the Secretary in which capacity it shall –
- (1) Serve as a source of knowledge and information on developments in different fields and segments of our economic and social life that affect minority business enterprise.
- (2) Keep abreast of plans, programs, and activities in the public and private sectors that relate to minority business enterprise, and advise the Secretary on any measures to better achieve the objectives of this order.
- (3) Consider, and advise the Secretary, and such officials as he/she may designate, on problems and matters referred to the Council.
- (f) For the purpose of Executive Order No. 11007 of February 26, 1962, the Council shall be deemed to have been formed by the Secretary.
- (g) Members of the Council shall be entitled to receive travel and expenses, including per diem in lieu of subsistence, as authorized by law (Sect. U.S.C. 5701-5708) for persons in the Government service employed intermittently.
- (h) The Secretary shall arrange for administrative support of the Council to the extent necessary, including use of any gifts or bequests accepted by the Department of Commerce pursuant to law.

Section 3. Responsibilities of Other Federal Departments and Agencies. (a) The head of each Federal department and agency, or a representative designed by him/her, when and in the manner so requested by the Secretary, shall furnish information, assistance, and reports to, and shall otherwise cooperate with, the Secretary in the performance of his/her functions hereunder.

(b) The head of each Federal department or agency shall, when so requested by the Secretary, designate his/her Under Secretary or such other similar official to have primary and continuing responsibility for the participation and cooperation of that department or agency in matters concerning minority business enterprise.

(c) The officials designated under the preceding paragraph, when so requested, shall review and report to the Secretary upon the policies and programs of the minority business enterprise program, and shall keep the Secretary informed of all proposed budgets, plans and programs of his/her department or agency affecting minority business enterprise.

(d) The head of each Federal department or agency, or a representative designated by him/her, shall, to the extent provided under regulations issued by the Secretary after consultation with the official designated in paragraph (b) above, report to the Secretary on any activity that falls within the scope of the minority business enterprise program as defined herein and in those regulations.

(e) Each Federal department or agency shall, within constraints of law and appropriations therefore, continue all current efforts to foster and promote minority business enterprises and to support the program herein set forth, and shall cooperate with the Secretary of Commerce in increasing the total Federal effort.

Section 4. Reports. The Secretary shall, not later than one hundred and twenty (120) days after the close of each fiscal year, submit to the President a full report of his/her activities hereunder during the previous fiscal year. Further, the Secretary shall, from time-to-time, submit to the President his/her recommendations for legislation or other action as he/she deems desirable to promote the purposes of this order. Each Federal department or agency shall report to the Secretary as hereinabove provided on a timely basis so that he Secretary may consider such reports for his/her report and recommendations to the President. Each Federal department or agency shall develop and implement systematic data collection processes that will provide to the Office of Minority Business Enterprise Information Center current data helpful in evaluating and promotion the efforts herein described.

Section 5 Policies and Standards. The Secretary may establish such policies, standards, definitions, criteria, and procedures to govern the implementations, interpretation, and application of this order, and generally perform such functions and take such steps as he/she may deem to be necessary or appropriate to achieve the purposes and carry out the provisions hereof.

Section 6. Definitions. For the purposes of this order, the following definitions shall apply:

(a) "Minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to, Negroes, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts.

(b) "State" means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

Section 7. Construction. Nothing in this order shall be construed as subjecting any function vested in, or assigned pursuant to law to, any Federal department or agency or head thereof to the authority of any other agency or office exclusively, or as abrogating or restricting any such function in any manner.

Section 8. Prior Executive Order. Executive Order No. 11458 of March 6, 1969, is hereby superceded.

RICHARD NIXON,

THE WHITE HOUSE  
October 13, 1971

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

US Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

US Department of Agriculture  
Farmers Home Administration

<b>Part I to be completed by Principals of Multifamily Projects (See Instructions)</b>		<b>For HUD HQ/FmHA use only</b>	
<b>Reason for submission:</b>			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$		5. Section of Act	
4. Number of Units or Beds		6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

**7. List all proposed Principals and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9, SSN or IRS Employer Number

**Certifications:** The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - h. All the names of the principals who propose to participate in this project are listed above.
3. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
4. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
5. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
6. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
7. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

<b>Name of Principal</b>	<b>Signature of Principal</b>	<b>Certification Date(mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
<b>This form prepared by (print name)</b>			<b>Area Code and Tel. No.</b>

Previous editions are obsolete

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 05/31/2019)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system	<input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	Director of Housing/Director, Multifamily Division	
Supervisor	Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

**Instructions for Completing the Previous Participation Certificate, form HUD-2530**

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

**Who Must Sign and File Form HUD-2530:**

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need to sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

**Where and When Form HUD-2530 Must Be Filed:**

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

- Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.

- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

**Specific Line Instructions:**

**Reason for submitting this Certification:** e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

**Instructions for Completing Schedule A:**

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2.** All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3.** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.



**Column 4.** Indicate the current status of the loan. Except for form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

**Column 5.** Explain any project defaults during your participation.

**Column 6.** Provide the latest Management Review (MOR) rating and Physical Inspection score.

**Certification:** After you have completed all other parts of a telephone number, HUD a felony within the past 10 years, strike out 2c. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify. Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**Public reporting burden** for this collection of information is estimated to average 1 hour 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.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

**LIST OF SUBCONTRACTORS**

LIST OF SUBCONTRACTORS PERFORMING WORK OR LABOR OR RENDERING SERVICES IN  
EXCESS OF ONE-HALF OF ONE PERCENT OF THE PRIME CONTRACTOR'S TOTAL BID.

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #	E-Mail & Phone #
1	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
7	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

	Name and Address	Work to be Performed	License #, Classification & DIR Registration #	E-Mail & Phone #
8	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
9	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
10	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
11	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
12	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
13	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
14	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

TO: Regional Housing Authority

SUBJECT: General Property Improvements at Yolo & Heiken Street property

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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BR-56

## **CONTRACT REQUIREMENTS**



# Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

Owner: Regional Housing Authority  
1455 Butte House Road  
Yuba City, CA 95993

Contractor:

Project: General Property Improvements  
554 & 556 Yolo Street and 553 Heiken Street  
Yuba City, CA 95991

WITNESS THAT:

The Contractor and Regional Housing Authority, here after identified as the Authority, for the consideration stated herein, agree as follows:

ARTICLE 1. Statement of Work:

The Contractor shall furnish all labor and materials and perform all work required in strict accordance with the Contract Documents and Specifications, including addenda, if any, hereto, all of which are made a part hereof.

ARTICLE 2. The Contract Price:

The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in the total amount of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

The Contract Price shall be paid to the Contractor pursuant to the General Conditions, Paragraph I entitled "Payment to Contractor".

ARTICLE 3.

A. COMMENCE DATE AND TIME OF COMPLETION

The Contractor shall commence work under this Contract within fourteen (14) calendar



days of receipt from the Housing Authority of written notice to proceed and shall fully complete all work within 30 consecutive calendar days after commencement of work. In no event shall the Contractor perform any work under this Contract or place any materials upon site of said work prior to receipt of said written notice to proceed.

B. EXTENSIONS OF TIME

Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnished satisfactory and acceptable proof that he/she has made diligent attempts to obtain same) and severe abnormal weather, or delays of subcontractors due to such causes, provided that the cause of any delay or the effect on completion shall not be due to the Contractor's fault, negligence or control, and provided that the Contractor shall notify the Authority in writing of the causes of delay at the time they occur, but not later than two (2) days after the initial occurrence of any cause of delay. The Authority shall promptly ascertain the facts and extent of the delay. Any extensions shall be limited to the actual effect of the excusable cause of delay on completion. If the work is not completed by the date specified in the Notice to Proceed, or extension thereof granted by the Owner, the Contractor shall pay to the Owner liquidated damages in the sum of fifty dollars (\$50.00) for each calendar day of the delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the contract, or may be collected from the Contractor's Surety.

ARTICLE 4. Materials and Workmanship:

Unless otherwise specifically provided for in the Contract Documents, all workmanship covered by the Contract is to be of the best grade of its respective kind for the purpose. The Authority may require the Contractor to remove from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Authority to be contrary to the public interest.

ARTICLE 5. Licenses:

The Contractor shall obtain and maintain at his/her own expense all necessary licenses required to do said work.

ARTICLE 6. Termination of Contract:

- A. The Authority may, because of breach of the Contract by the Contractor, terminate this Contract at any time by a notice in writing from the Authority to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for labor, materials, facilities, and supplies in connection with the performance of this Contract, and shall proceed to cancel promptly all existing orders and terminate all subcontractors insofar as such orders and/or subcontractors are chargeable to this Contract.
- B. Upon termination of this Contract for breach of the Contract by the Contractor, the Contract price shall be reduced by the amount of any and all claims which the Authority may have against the Contractor for damages incurred by Authority as a result of the breach of the Contract, including the cost to Authority to have the work remaining under the Contract completed by another contractor or through Authority personnel. Such damage shall also include any reasonable attorney's fees and other costs incurred by Authority in effecting the termination of the Contract or completion of the performance of the Contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by the Contractor but not yet paid by Authority on the date of the termination, may be applied by Authority to the damages that it incurred as a result of the Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor and its sureties shall be liable for any unpaid balances.
- C. In the event that at any time it becomes necessary for the Authority to terminate this Contract for its own convenience because of cessation of operations for which work under this Contract is required by operation of law or otherwise, or because of any change in the operation of Authority which may render the work under this Contract no longer necessary or advisable, the Authority may for its own convenience and for any such reason terminate this Contract at any time by notice in writing as provided in subparagraph (A) above and upon receipt of such notice the Contractor shall proceed in the same manner as provided in subparagraph (A) above for termination by the fault of the Contractor.

Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Payment to the Contractor in the event of termination for convenience shall be limited to that portion of the Contract price which the amount of work actually completed by the Contractor bears to the total amount of work required to be performed by the Contractor under the provisions of this Contract.

- D. Prior to final settlement upon termination of this Contract, the Contractor shall furnish separate releases of all claims, signed by Contractor, all subcontractors, vendors and suppliers against the Authority arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

#### ARTICLE 7. Performance of Work Provisions:

The PHA shall make progress payments approximately every 40 days as the work proceeds, on estimates of work accomplished which meets the standards of quality as approved by the Contracting Officer. The PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract for a period of 35 days after the recording of a Notice of Completion and the Contractor furnishes a Section VIII, Certifying Payments of Prevailing Wage Rates, and the Authority shall be under no obligation to make its final payment until such time as said Certificate of Payments has been received and the Authority satisfied that the Contractor has complied with such provisions.

#### ARTICLE 8. Contract Documents:

The Contract Documents consist of the following:

SEE "BID DOCUMENTS TABLE OF CONTENTS,  
CONTRACT REQUIREMENTS"

together with all modifications, certifications and addenda included in or attached to these documents before their execution. All Contract Documents are complimentary so that work or agreements called in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Regional Housing Authority. This instrument, together with the documents enumerated in this Article 8 form the Contract and they are as fully a part of the Contract as if attached hereto or herein repeated.

In the event that any provision in any of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 8 shall govern, except as otherwise specifically stated.

ARTICLE 9. Waivers:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract.

ARTICLE 10. Severability:

If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the Contractor and the Authority.

ARTICLE 11. Attorneys Fees and Costs

If legal proceedings or arbitration is commenced to enforce or construe the terms of this Contract, or to sue for damages, the prevailing party in said legal proceedings or arbitration shall be entitled to receive reasonable attorneys fees and costs as determined by the judge or arbitrator in said legal proceedings or arbitration.

ARTICLE 12. Insurance

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and listing the Housing Authority as a loss payee in the event of a claim.

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence.

#### ARTICLE 13. Indemnification

To the fullest extent of the law and to the extent claims, damages, losses or Expenses are not covered by the Contractor's General Liability insurance, the

Contractor shall indemnify and hold harmless the Owner (Agency), Architect, Architect's consultants, and their officers, agents and employees of any of them from and against claims, damages, losses, expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions or wrongful misconduct, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The Contractor further agrees to defend and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgement be rendered against Owner or any other individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

IN WITNESS WHEREOF, the parties have executed this Contract, in two original counterparts, this \_\_\_\_ day of \_\_\_\_\_, 201?

REGIONAL HOUSING AUTHORITY

CONTRACTOR:

By: \_\_\_\_\_  
Gustavo Becerra  
Executive Director

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

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PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: That we

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

of \_\_\_\_\_, State of \_\_\_\_\_

hereinafter called the "Surety", are held and firmly bound into

\_\_\_\_\_ of \_\_\_\_\_,  
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.





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PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_(S)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

By: \_\_\_\_\_(Surety)

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:  
WHEREAS, THE REGIONAL HOUSING AUTHORITY, HEREIN AFTER  
KNOWN AS THE "AUTHORITY" has awarded to

---

as principal, hereinafter designated as the "Contractor", a Contract for work to supply labor, equipment, materials and related services for general property improvements at 554/556 Yolo Street & 553 Heiken Street, Yuba City, CA 95991 as appears in said Contract Documents and Specifications adopted therefore; and

WHEREAS, said Contractor is required by the provisions of said Contract Documents and Specifications to furnish a payment bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Surety, a corporation authorized to transact a surety business in the State of California, and the Contractor are held and firmly bound onto the Authority, in the sum of \_\_\_\_\_, DOLLARS

(\$ \_\_\_\_\_), to be paid to the Authority or its certain Attorney, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, That if the Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay to the persons mentioned in Sections 3110, 3111 and 3112 of the Civil Code of the State of California, or to persons furnishing provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor therein of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code of the State of California, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorney fees to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignee in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and the Authority, and no forbearance on the part of the Authority, shall operate to relieve any surety from liability on this bond, and consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Principal)

#### SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged.)

# General Contract Conditions for Small Construction/Development Contracts

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 01/31/2014)

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**Applicability.** The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### **9.Examination and Retention of Contractor's Records**

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

#### **10.Rights in Data and Patent Rights (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.

#### **11.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.

#### **12. 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.

13. N/A



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## SPECIAL CONDITIONS

Work shall include all labor, materials and equipment necessary for:

Scope of work as described in the "Specifications".

Should there be any questions regarding these specifications, please contact the Regional Housing Authority.

### SCOPE

Work included: All labor, materials, equipment and apparatus for, or incidental to, executing and completing the work of improvement.

#### A. GENERAL REQUIREMENTS

1. Each bidder shall visit the site of the proposed work and fully acquaint him/herself with conditions and labor, so he/she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract.
2. Bidders shall thoroughly examine and be familiar with the Contract Documents.
3. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document, or to visit the site and acquaint him/herself with existing conditions, will not relieve him/her from any obligation with respect to his/her bid or to the Contract.
4. Partial payments will be made as the work progresses at the end of each calendar month, or as soon as practical thereafter, on estimates made and approved by the Authority. Unless otherwise agreed upon, there will be retained five percent (5%) of the estimated amount until final completion and acceptance of all work covered by the Contract. On completion and acceptance of the Contract, the Authority will file with the County Recorder, a Notice of Completion, which will serve as formal acceptance of the job. Final payment of five percent (5%) retention will be made 35 days after the Notice of Completion is filed with the County Recorder.

5. INSUFFICIENT PERFORMANCE BY CONTRACTOR

Three-Day Notice:

If, in the opinion of the Housing Authority, the Contractor at any time during the progress of the work refuses or neglects to supply a sufficiency of materials and labor, or fails to perform any provision of this Contract, the Authority may, without prejudice to any other remedy, provide materials and labor to make good such deficiencies or complete the Contract by whatever method the Authority may deem expedient, and the cost and expense thereof shall be deducted from the Contract amount. The Authority shall first deliver or mail to the Contractor, and its surety at the last business or residence addresses on file with the Authority, a written notice giving the Contractor three (3) days to correct its deficiencies or failures to the satisfaction of the Authority.

6. The General Contractor shall furnish to the Housing Authority criminal background checks for all employees of the general contractor and all subcontractors that will be on the project site. The Housing Authority reserves the right to ban any employee of the general contractor or their subcontractors that the Housing Authority finds "objectionable".

B. COMPLIANCE

All work shall comply with all of the latest applicable laws, statutes, ordinances, regulations, and codes of any government agency having jurisdiction, including the State Fire Marshall and Division of Industrial Safety.

C. APPROVALS

The Authority shall have the right to accept or reject equipment, materials, workmanship, and tests, and determine when the Contractor has complied with the requirements herein specified.

D. LICENSES AND ROYALTIES

The Contractor shall guarantee that all licenses and royalties for use of any patented features of the system will be paid for by the Contractor before acceptance of the installation.

E. ANTITRUST CLASS ASSIGNMENT

The Contractor offers and agrees and will require all of the subcontractors and suppliers to agree to assign to the Authority all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Sec. 16700 (N) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. The assignment made by the Contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the Authority tenders final payment to the Contractor without further acknowledgement or the necessity of tendering to Authority any written assignments.

F. ARBITRATION OF CLAIMS

Except as modified herein, by entering into this Contract, the parties mutually agree, pursuant to Public Contract Code Section 22201 to arbitration as the exclusive means of resolving all claims, including extensions of time, arising under or relating to this Contract. After initial determination by the Authority, unresolved disputes shall be decided by a person designated by the Authority who shall not be an agent or employee of the Authority and whose decision shall be independently reached pursuant to the procedures under Public Contract Section 10240 et. seq., and any regulations implementing that statute and this clause. The Contractor may submit recommended names for the person to be designated but the decision on the person to be selected shall be that of the Authority. In addition to the requirements of Public Contract Code Section 10240.B, the arbitrator's decision shall state the reasoning in support of the decision, including findings of fact and conclusions of law.

G. AUDITS

If the Contract exceeds Ten Thousand Dollars (10,000.00), the parties agree that to the extent required by law the Contract and all Contract records, including payroll and employee time records, shall be subject to audit for three years following final payment if funding for the Contract is from State funds.

## H. RESPONSIBILITY OF UTILITIES

Except as otherwise provided, the Contractor shall be responsible for the cost of all work, expense or special precautions caused or required by the existence of utilities encountered in performing the work. The Contractor is cautioned that utilities may include water, gas, and sewer mains or laterals as well as overhead telephone and electrical service lines and when working or excavating in the vicinity of such, the Contractor shall observe any special precautions required. Warning signs, barricades, and safety devices shall be erected as necessary.

If during the course of the work the Contractor encounters utility installations which are not shown or indicated in the plans or in the special provisions, or which are found in a location substantially different from that shown or indicated, and the presence of utilities is not reasonably apparent from visual examination or inference, the Contractor shall promptly notify the Authority in writing. Where necessary for the work of the Contract, the Authority shall issue a change order to compensate the Contractor for the cost of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment at the project site necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of the Authority or the owner of the utility to remove or relocate the utility facilities.

If the Contractor fails to give the notice specified above and acts without instructions from the Authority, then the Contractor shall be liable for any or all damage to such utilities or other work of the Contract that arises from operations subsequent to discovery thereof.

## I. SUBSTITUTION OF SECURITIES

On request of the Contractor, acceptable investment securities of equivalent value may be substituted for amounts retained or withheld from progress payments. The securities shall be deposited in escrow with the Authority or a bank. On satisfactory completion of the Contract work the securities and interest received shall be returned to the Contractor. Any escrow or administrative expense associated with the deposited securities shall be paid by the Contractor and may be offset by the Authority against any amounts due under the Contract and the escrow or may be paid by converting sufficient securities to cash. The securities shall be converted to cash to provide funds to meet defaults by or claims against the Contractor.

## THE EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, that is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. 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.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the discrimination clause of this contract or with any of the said rules, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. The contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 5. in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 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 administering agency 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if the applicant so participating in a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, January 17, 1969; 40 FR 14083, March 28, 1975)



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# Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ SUPERINTENDENT/FOREMAN \_\_\_\_\_

CERTIFIED PAYROLL N/A \_\_\_\_\_ PHONE/EXT. \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_ SPECIALTY LICENSE NO. \_\_\_\_\_

SELF-INSURED CERTIFICATE NO. \_\_\_\_\_ WORKERS COMP. POLICY NO. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_ PROJECT #/BID PACKAGE# \_\_\_\_\_

AWARDING BODY \_\_\_\_\_ ADVERTISEMENT DATE \_\_\_\_\_

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR \_\_\_\_\_

CONTRACT AWARD AMOUNT \_\_\_\_\_

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

**Payment of Prevailing Wage Rates**

N/A

**Apprentices**

N/A

**Penalties**

**Certified Payroll Reports**

N/A

## Checklist of Labor Law Requirements, continued

**Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

**Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

**Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

**Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

**Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

**Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

**Workers Compensation Insurance**

*Labor Code Section 1861* requires that contractors and subcontractors be insured properly for Workers Compensation.

**OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

**Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

**Itemized Wage Statement**

*Labor Code Section 226* requires that employees be provided with itemized wage statements.

### CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of \_\_\_\_\_  
(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor \_\_\_\_\_  
(SIGNATURE) (DATE)

Awarding Agency /Labor Compliance Program \_\_\_\_\_  
(SIGNATURE) (DATE)

# Construction Progress Schedule

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2577-0157 (Exp. 01/31/2014)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City 3. State 5. Project Name

4. Location 6. Project Number

7. Contract For 8. Contract Time (Days)

9. From (mm/dd/yyyy) To (mm/dd/yyyy) 10. Contract Price \$

11. Number of Buildings 12. Number of Dwelling Units 13. Number of Rooms

Submit as many pages as necessary to cover the construction period.) Actual Monthly Value, Work in Place	Year (yyyy)							
	Month							
Actual Monthly Value, Work in Place (\$)								
Actual Accumulated Progress (/o)								
Anticipated Monthly Value (\$)								
Accumulated Scheduled Progress (/o)								

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule  
Form HUD-5372**

**General.** The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

**Year and Month.** At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

**Year.** Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

**Month.** The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

**Computation of Anticipated Monthly Value of Work in Place**

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

**Accumulated Scheduled Progress – %**

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

**Charting Actual Progress.** The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

<b>% of Contract Time</b>	<b>% of Accumulated Progress</b>
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

# Schedule of Amounts for Contract Payments

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

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

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. 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.

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor
---

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
-----------------------	-------	-------------------

Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

<b>Total Amount of Contract or Carried Forward</b>	\$
--	----

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Signature of authorized representative	Date signed (mm/dd/yyyy)
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## Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
  - a. **Heading.** Enter all identifying information required for both forms.
  - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
    - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
    - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
  - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
  - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
  - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
  - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
  - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
  - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

### Master List of Items

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
1	Bond	20	Rough Carpentry		<b>Site Improvements</b>
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		<b>Equipment</b>
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		
		42	(Other)	63	<b>Punch List \2</b>
		43	(Other)	64	Lawns & Planting

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

# SPECIFICATIONS





## Summary of Work

### General

PROJECT DESCRIPTION – Provide all labor, fittings, fabrication, equipment, appurtenances, transportation and services required necessary for and incidental to the completion of work indicated by the Contract Documents entitled:

**Project Name: General Property Improvements at Yolo/Heiken Street.**

CONTRACT – Single Contract: All work under this Contract will be executed under one prime contract between Owner and General Contractor.

EXAMINATION OF SITE – Failure to visit site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to Owner. Contractor is responsible for “field verifying” all measurements, Owner is not responsible for variation between drawings and work site.

CONTRACTOR’S USE OF PREMISES – The contractor shall use his best efforts to avoid disrupting the tenants and adjacent Property Owners. Contractor shall limit his use of the premises for work and for storage. Coordinate use of premises under direction of the Owner. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site. Move any stored products, under Contractor’s control, which interfere with operations of the Owner or separate contractor.

LICENSE, FEES, AND PERMITS – General Contractor shall arrange for all required inspections and pay for all license and inspection fees, as needed.

### Execution

PROJECT DESCRIPTION – The Yolo/Heiken property consists of 2 single family homes and 3 one bedroom apartments. Improvements/repairs needed at this time include replacement of HVAC equipment, interior painting, floor coverings, replacement of appliances, kitchen countertops, along with some plumbing and electrical improvements. Please see attached schematic for what repairs need to be done to each unit. General Contractor will be responsible for acquiring permits for repairs requiring inspection.

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**Yolo and Heiken  
CNA 2017**

UNIT	UNIT TYPE	FLOORING entry, livingroom, hall, bedroom, kitchen, bathroom, SIZE	interior paint	W/H	STOVE GAS	REFRIGERATOR SIZE	TOILET	Kitchen Faucet	Bath Faucet	A/C unit SIZE, Volt	OTHER
556 Yolo	House	**rpl livingroom / hall laundry area and kitchen LVP	Full	No	Yes	Yes 17 cf	NO	Yes	2-Yes	3 to package on the ground	1) kitchen countertops need replaced 2) maybe carpeting in 3 bedrooms (resident may have them cleaned should address at that time)
554 - A	Apt.	** Kitchen LVP carpet in bedroom only shaw mustang	Full	100 Gal W/H for unit A, B, and C replaced w/tankless in closet west ext. wall unit C	Yes	Yes 17 cf	NO	Yes	Yes	window unit	rpl kitchen hood vent
554 - B	Apt.	LVP 5"x5" area in front of bath door	No		NO	Yes 17 cf	NO	Yes	Yes	window unit	Add 3" ABS clean out onto the back of this building for access from our property (contact Tom Goodwin for location)
554 - C	Apt.	NO	NO		NO	NO	NO	Yes	Yes	window unit	
553 Heiken	House	NO	NO	NO	NO	NO	NO	NO	NO	Split system	Has 1.5 ton system needs to be up sized to 2.5 ton
<b>** hard surface click-LVT (P) flooring include all necessary transition strips and baseboards</b>											

linoleum in the bathrooms  
hard surfaces LR, Hall, Entry, Dining room kitchen if possible  
commercial grade carpeting with fiber pad in the bedrooms. Same as BE and TC projects



**PROJECT COORDINATION**

The requirements of the General Conditions, apply to the work of this section.

**PART 1 – GENERAL**

Contractor shall: Coordinate work of his own employees and subcontractors, expedite his work to assure compliance with schedule.

**CONSTRUCTION ORGANIZATION AND START-UP**

Contractor shall establish on-site lines of authority and communications regarding the following:.

Schedule and conduct preconstruction meeting and progress meetings.

Establish procedures for project communications.

- Use "Request For Information" (RFI) form for all correspondence with Owner; use form at end of section.
- Submittals.
- Recommendations.
- Schedules.
- Resolution of conflicts.

Interpret Contract Documents

- Consult with Owner to obtain interpretation.
- Assist in resolution of questions or conflicts which may arise.
- Transmit written interpretations.

Control the use of Site:

- Supervise field engineering and site layout.
- Allocate field office and storage space, and work and storage areas.
- Establish access, traffic and parking allocations and regulations.
- Monitor use of site during construction.

Obtain permits and approvals

- Building permits and special permits required for Work or for temporary facilities.
- Obtain inspections for Work and for temporary facilities.

### CONTRACTOR'S DUTIES

General Contractor responsible for field verification of Field Conditions as follows:

- Verify actual field conditions as related to drawing dimensions.
- Report discrepancies which will prevent proper performance of work, to the Owner in writing.

General Contractor responsible for Construction Schedules as specified in Spec. Section 01300.

General Contractor responsible for processing Shop Drawings, Product Data and Samples as specified in Spec. Section 01300.

General Contractor responsible for preparing Coordination Drawings as required to resolve conflicts and to assure coordination of the work.

- Submit to Owner
- Reproduce and distribute copies to concerned parties after Owner review.

General Contractor responsible for Inspection and Testing:

- Inspect work to assure performance in accord with requirements of Contract Documents.
- Administer special testing and inspections of suspect Work.
- Reject Work which does not comply with requirements of Contract Documents.
- Coordinate Testing Laboratory Services:
- Verify that required laboratory personal are present.
- Verify that tests are made in accordance with specified standards.
- Review test reports for compliance with specified criteria.
- Recommend and administer any required retesting.

General Contractor responsible for monitoring the use of temporary utilities as follows:

- Verify that adequate services are provided and maintained.
- Coordinate use of Owners facilities.

General Contractor responsible for monitoring periodic cleaning as follows:

- Project site shall be clean every night before construction crew leaves for the day.

General Contractor responsible for arrangement for delivery and storage of Owner-furnished products.

- Inspect for condition at delivery.

Changes and Substitutions – General Contractor responsible for the following:

- Recommend necessary and desirable changes to Owner.
- Review requests for changes and substitutions; submit recommendations to Owner.

General Contractor to provide cost control for Project:

- Unit costs
- Actual costs for labor and materials.
- Other basis requiring accounting records.

General Contractor responsible for maintaining Reports and Records at Job Site, available to Owner.

- Weekly log of progress of Work. (sample at the end of this section 1300)
- Records:
- Contracts.
- Purchase Orders.
- Materials and equipment records
- Applicable handbooks, codes and standards.

Obtain information and maintain file of record documents.

Assemble documentation for handling of claims and disputes.

#### **CONTRACTOR CLOSE-OUT DUTIES**

General Contractor responsible for conducting and inspection at completion of Work to assure that :

- Specified cleaning has been accomplished.
- Temporary facilities have been removed from site.



## **Project Coordination**

**01040-4**

At Substantial Completion, General Contractor to comply with all requirements as specified in Specification Section 01700.

**END OF SECTION**

## REGULATORY REQUIREMENTS

### PART 1 - GENERAL

#### SUMMARY

Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency at the date of Bid unless the document is shown dated.

#### REGULATORY REQUIREMENTS

Perform the Work in conformance with the applicable requirements of regulatory agencies including, but not limited to, the following codes:

- California Building Code 2013 Edition
- California Code of Regulations (CCR):
  1. Title 24, Building Standards (including Energy Standards and Handicapped Access regulations).
- California Plumbing Code 2013 Edition
- California Mechanical Code 2013 Edition
- California Electrical Code 2013 Edition
- California Fire Code 2013 Edition
- Local ordinances and amendments to the above codes.
- California Occupational Safety and Health Administration (Cal OSHA).
- Occupational Safety and Health Administration (OSHA): Hazard Communications Standard.
- Uniform Federal Accessibility Standards

#### CONFLICTS

When conflicts between above referenced Regulatory Requirements occur, General Contractor shall comply with the one establishing the more stringent requirement.

When conflicts between above referenced Regulatory Requirement and Contract Documents occur, General Contractor shall comply with the one establishing the more stringent requirement.

**END OF SECTION**

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## APPLICATION FOR PAYMENT/CHANGE ORDER REQUIREMENTS

### PART 1 – GENERAL

The requirements of the general conditions apply to the work of this section.

**SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS:** Contractor within seven days following the contract signing, will submit to the Owner a Schedule of amounts for contract payments, listing projected dates and amounts of pay requests, along with dates when payments will be due. The schedule of amounts shall be developed using each item of the chart as a line item. Upon request of the Owner, support the values with data which will substantiate their correctness. The Schedule of amounts, unless objected to by the Owner, shall be used only as the basis for the Contractor's Application for Payment.

**APPLICATION FOR PAYMENT:** Submit Applications for Payment to the Owner in accordance with the schedule established by the Conditions of the Contract and Agreement between Owner and Contractor.

Refer to the following related sections:

- A. Agreement between Owner and Contractor
- B. Conditions of the Contract: Progress payments, retainages, and final payment.

### APPLICATION FOR PAYMENT – FORMANT AND DATA REQUIRED

Submit an itemized application for payment including material costs, labor costs and contractor mark up. Provide all required information, including that for Change Orders executed prior to date of submittal of application. Fill in summary of dollar values to agree with respective totals indicated on Schedule of Amounts. Application shall include certification with signature of a responsible officer of the Contractor firm.

**LIEN RELEASES:** The contractor will be required to sign a Conditional Waiver and Lien Release at the time of Application for Payment submission and sign an Unconditional Waiver and Lien Release when payment is released.

**SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:** When the Owner requires substantiating data, the Contractor shall submit suitable information with a cover letter identifying the project, application number and date, detailed list of enclosures and for stored products, the

item number and identification as shown on the application and the description of specific material.

#### CHANGE ORDER – FORMAT AND DATA REQUIRED

Designate in writing the member of Contractor's organization who is authorized to accept changes in the Work and who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

**PRELIMINARY PROCEDURES:** Owner may initiate changes by submitting a Proposal Request to the Contractor. Request to include detailed description of the change, products, and location of the change in the Project with supplementary or revised drawings and specifications. The General Contractor is to be Provided the projected time span form making the change, and a specific statement as to whether overtime work is, or is not, authorized along with a specific period of time during which the requested price will be considered valid. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.

Contractor may initiate changes by submitting a Proposal Request to the Owner, containing description of the proposed changes, statement of the reason for making the changes, statement of the effect on the Contract Time, statement of the effect on the work of separate contractors and documentation supporting any change in Contract Sum or Contract Time, as appropriate. Contract Sum changes shall be accompanied by labor hour rated and total hours and material cost details.

**LUMP-SUM/FIXED PRICE CHANGE ORDER:** Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes. Contractor to sign and date the Change Order to indicate agreement with the terms therein.

**TIME AND MATERIAL CHANGE ORDER/CONSTRUCTION CHANGE:** Owner will issue a Construction Change Authorization directing the Contractor to proceed with the changes. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article " Documentation of Proposals and Claims" of this Section. Owner will determine the allowable cost of such work, as provided in the General Conditions and Supplementary Conditions. Owner and Contractor to sign and date the Change Order to indicate their agreement therewith.

## DOCUMENTATION OF PROPOSALS AND CLAIMS

Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

On request provide the following additional data to support time and cost computations.

- Labor required
- Equipment required
- Products required
- Recommended source of purchase and unit cost
- Quantities required
- Taxes, insurance, and bonds
- Credit for work deleted from Contract, similarly documented
- Overhead and profit
- Justification for any change in Contract Time

Support each claim for additional costs, and for work done on a time and material/force account basis, with the documentation as required for a lump-sum proposal, plus additional information, including the following:

- Name of the Owner's authorized agent who ordered the work, and date of the order
- Dates and times work was performed and by whom
- Time record, summary of hours worked and hourly rates paid

Receipts and invoices for:

- Equipment used, listing dates and times of use
- Products used, listing quantities
- Subcontractors

## CONSTRUCTION CHANGE AUTHORIZATION

IN lieu of Proposal Request, Owner may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order. The authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time, Owner will sign and date the Construction Change Authorization as authorization for the

Contractor to proceed with the changes. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

#### CORRELATION WITH CONTRACTOR'S SUBMITTALS

Periodically revise Schedule of Amounts and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum. Periodically revise the Construction Schedule to reflect each change in Contract time.

Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

#### CLOSE OUT DOCUMENTATION

Final Close-out Payment and Change Order documentation will be delivered to the Owner's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting Owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, the Owner may determine that all sums due the contractor have been paid and no further payment is due and the contract is complete, or alternately the **Owner may deduct the sum of \$100.00 for each day** beyond the documentation period that the contractor has failed to deliver all final close-out documentation.

**End of Section**

## SUBMITTALS AND SAMPLES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### SCOPE

SHOP DRAWINGS/SUBMITTALS/SAMPLES: Submit Shop Drawings, Product Data and Samples required by Contract Documents.

### SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Drawings shall be presented in a clear and thorough manner., with details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings. Two (2) samples shall be sent to the Owner, One (1) sample will be returned to the Contractor. **Submit one reproducible copy** of shop drawings for the Owners review. The Contractor shall submit all samples/shop drawings to the Owner **within 2 weeks of the Notice to Proceed** and at least 2 weeks before purchasing, fabricating, applying, or installing such materials and finishes. Allow a minimum of two weeks for review by the Owner.

The Owner's review of shop drawings shall be general only and shall not relieve the Contractor from responsibility for errors of any sort, for deviations from drawings or specifications, for conflict with the work of others that may result from such deviations.

Product Data shall include the following:

#### Preparation

- Clearly mark each copy to identify pertinent products or models.
- Show performance characteristics and capacities.
- Show dimensions and clearances required.
- Show wiring or piping diagrams and controls.



- Show contact information for service or warranty work. Provide a copy of manufacturers warranty.

Manufacturer's standard schematic drawings and diagrams:

- Modify drawings and diagrams to delete information which is not applicable to the Work.
- Supplement standard information to provide information specifically applicable to the Work.

Approvals

- List applicable I.C.B.O. or UL. numbers for approved assemblies.

**All product data shall be provided to the Owner in a binder with tabs clearly marked identifying each product. Contractor must submit 2 copies to Owner before retention will be released.**

## **SAMPLES**

Office samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devices. Show full range of color, texture and pattern. Submit samples of the following:

*Spec Section*

*09650 Resilient flooring and vinyl base*

*09900 Painting*

### **CONTRACTOR RESPONSIBILITIES:**

Contractor is responsible for reviewing Shop Drawings, Product Data and Samples prior to Submission. Contractor is to determine and verify field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications.

Notify the Owner in writing at time of submission, of any deviations in the submittals from requirements of the Contract documents. Begin no fabrication or work which requires submittals until return of submittals with Owner approval.

## SUBMISSION REQUIREMENTS

Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor. All color and finish samples must be submitted before any selections will be made by the Owner.

Submittals shall contain the date of submission and the dates of any previous submissions, the Project title and number with the names of the Contractor, Supplier and Manufacturer. Identify each product, with the specification section number.

Show field dimensions, clearly identified as such, with relation to adjacent or critical features of the Work or materials. Identify any deviations from Contract Documents.

**On all Submittals provide an 8 in. x 3 in. blank space for Contractor and Owner stamps. Provide Contractor's stamp, initialed or signed certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of**

**Contract Documents. Contractor shall make stamp from graphic as shown:**

<b>CONTRACTOR SUBMITTAL REVIEW</b>		
<input type="checkbox"/> Submittal deviates from requirements of contract documents as noted.	Date:	
<b>This Submittal has been reviewed for substantial conformance with the contract documents</b>	By:	
	Contractor Name and Address:	
Project No.	Spec. Section No.	Submittal No.

**CONTRACTOR SUBMITTAL REVIEW STAMP**

Make any corrections or changes in the submittals required by the Owner and resubmit until no exceptions are taken. Revise initial drawings or data, and resubmit as specified for the initial submittal, indicating any changes which have been made other than those requested by the Owner, cloud and delta symbols. Submit new samples as required for initial submittal.

**DISTRIBUTION**

Make reproductions and distribute copies of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp of review to Job site file, Record Documents file, other affected contractors, subcontractors and Supplier or Fabricator.

**END OF SECTION**

## **CLEANING AND CLEANUP**

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### **PART 1 – GENERAL**

#### **SCOPE**

The work includes the furnishing of all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the building prior to acceptance by the Owner, including waxing and polishing, as specified herein and in other section when specified.

#### **CLEANUP DURING CONSTRUCTION**

It is required that the entire site be kept in a neat and orderly condition.

Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.

Location of dump for trash and debris and length of haul is the Contractor's responsibility.

#### **FINAL CLEANING OF BUILDING**

Prior to final inspection by the Owner and after all construction work is essentially complete, thoroughly clean and remove any remaining debris and remove all remaining materials.

**END OF SECTION**

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## SUBSTITUTIONS

### PART 1 – GENERAL

SCOPE: Procedures for the substitution of material of systems from those specified or identified for this project.

RELATED SECTIONS: Section 01300 – Submittals

### PART 2 – PRODUCT SUBSTITUTIONS

PRODUCTS SPECIFIED BY REFERENCE STANDARDS OF BY DESCRIPTION ONLY: Any product meeting those standards or description may be submitted for review.

PRODUCTS SPECIFIED BY NAMING ON OR MORE MANUFACTURERS: Products of manufacturers named and meeting specifications; there is no obligation on the part of the Owner to review or accept substitutions. If substitutions are requested, they shall be accompanied by a written reason as to why a substitution is proposed. The General Contractor will reimburse Owner for review or redesign services associated with substitution.

PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS FOLLOWED BY “OR ACCEPTED EQUAL”: Submit a request for substitution for any manufacturer not named.

### PART 3 – EXECUTION

PRODUCT SUBSTITUTIONS PROCEDURES: The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard or the article desired. A completed “Substitution Request Form” for each proposed substitute item or material is completed and submitted along with substantiation data.

Substantiating data shall include sufficient data, drawings, samples, tests, literature, or other detailed information as will demonstrate to the Owner that the proposed substitute is not less than equal in quality and utility in all respects to the material specified shall be provided.

Request for substitution will be considered if received within 30 days after commencement of the work. Requests received more than 30 days after commencement of the work may be considered or rejected at the discretion of the Owner.

Owner will accept, in writing such proposed substitutions as are in his opinion the equivalent in quality and utility to the items or material specified. Owners' acceptance shall not relieve the contractor from complying with the requirements of the Contract Documents, and the Contractor shall be responsible at his own expense for any changes resulting and subsequently becoming apparent from his proposed substitutions which affect other parts of his own work or the work of other contractors.

Failure to propose any product substitution for evaluation in ample time before its scheduled installation may be deemed sufficient cause for the denial of the request for substitution.

Substitutions submitted by the Contractor for any material, product, or equipment for that specified may be subject or such tests as will determine its quality.

Handling, testing, and inspection costs pertaining thereto shall be paid by the Contractor. All such tests shall be made upon request of the Owner at the expense of the Contractor.

Contractor making a substitution shall pay for any added costs caused by the substitution.

A request constitutes a representation that the General Contractor has investigated proposed product and determined that it meets or exceeds the quality level of the specified product. He will provide the same warranty for the Substitution as for the specified product. He will coordinate installation and make changes to the work which may be required for the Work to be completed with no additional cost to the Owner. He waives claims for additional costs or time extension which may subsequently become apparent. He will reimburse Owner for review or redesign services associated with substitution.

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when they conflict with the design intend of the documents.

**END OF SECTION**

## HIGH-PRESSURE DECORATIVE LAMINATE COUNTERTOPS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES:

- A. High-pressure decorative laminate countertops.

#### 1.2 REFERENCES:

- A. ANSI A208.1 Particleboard
- B. ANSI A208.2 Medium Density Fiberboard (MDF) for Interior Applications
- C. Architectural Woodwork Institute / Architectural Woodwork Manufacturer's Association of Canada / Woodwork Institute ([www.awinet.org](http://www.awinet.org) / [www.awmac.com](http://www.awmac.com) / [www.woodworkinstute.com/asserrate.com](http://www.woodworkinstute.com/asserrate.com)):
  - 1. AWI/AWMAC/WI Architectural Woodworking Standards, Section 11 – Countertops.
- D. California Air Resources Board (CARB) ([www.arb.ca.gov](http://www.arb.ca.gov)):
  - 1. Airborne Toxic Control Measure (ATCM) to Reduce Formaldehyde Emissions from: Composite Wood Products.
- E. Forest Stewardship Council (FSC) ([www.fsc.org](http://www.fsc.org))
- F. GREENGUARD Standards for low-Emitting Products ([www.greenguard.org](http://www.greenguard.org)):
  - 1. GREENGUARD Indoor Air Quality Certified.
  - 2. GREENGUARD Children & Schools Certified
- G. Kitchen Cabinet Manufacturer's Association (KCMA) ([www.kcma.org](http://www.kcma.org)):
  - 1. ANSI/KCMA A161.2 – Performance Standards for Fabricated High Pressure Decorative Laminate Countertops.
- H. National Electrical Manufacturer's Association (NEMA) ([www.nema.org](http://www.nema.org)):
  - 1. ANSI/NEMA LD3 – High Pressure Decorative Laminates.

#### 1.3 SUBMITTALS

- A. Comply with Section 01330 - Submittal Procedures
- B. Product Data: Submit manufacturer's product data
- C. Samples: Submit laminate manufacturer's sample ships with pattern and finish numbers.
- D. Cleaning Instructions: Submit manufacturer's cleaning instructions for countertops.
- E. Warranty: Submit manufacturer's standard warranty.

#### 1.4 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Manufacturer regularly engaged, for preceding 5 years, in manufacture of high pressure decorative laminate countertops of similar physical characteristics to those specified.
- B. Installer's Qualifications:
  - 1. Installer regularly engaged, for the preceding 3 years, in installation of similar high pressure decorative laminate countertops to those specified.
  - 2. Approved by manufacturer.



## 1.5 DELIVERY, STORAGE & HANDLING

- A. Delivery: Material to be carefully inspected at the time of delivery for damage before proceeding with installation.
- B. Storage:
  - 1. Store countertops in accordance with manufacturer's instructions.
  - 2. Store in clean, dry, and well ventilated area indoors.
  - 3. Store flat on level surface, a minimum of 4 inches above floor.
  - 4. Cover to keep clean, but permit air circulation.
- C. Handling: Protect countertops during handling and installation to prevent damage.

## 1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain environmental conditions before, during and after storage and installation in accordance with AWI/AWMAC/WI Architectural Woodworking Standards, Section 11-Countertops.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURER

- A. Pre-approved manufacturer: VT Industries, 1000 Industrial Park, PO Box 490, Holstein, Iowa 51025 or approved equal.

### 2.2 HIGH PRESSURE DECORATIVE LAMINATE COUNTERTOPS

- A. High-Pressure Decorative Laminate Countertops Conformance: GREENGUARD indoor Air Quality Certification.
- B. Style:
  - 1. Post formed no-drip edge.
  - 2. Post formed 180 degree wrap edge.
- C. Types:
  - 1. Post formed with integral backsplash.
- D. Grade: Premium
  - 1. Wilsonart HD series, color #1814 Deepstar Bronze

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Examine surfaces to receive countertops
- B. Notify Owner of conditions that would adversely affect installation or subsequent use.
- C. Do not begin installation until unacceptable conditions are corrected.

### 3.2 PREPARATION

- A. Prepare surfaces to receive countertops in accordance with manufacturer's instructions.
- B. Verify casework and supports are plumb, level, square and secure before installation of Countertops.
- C. Inspect countertops before installation to determine they are sound and free from defects and damage.

### 3.3 INSTALLATION

- A. Install countertops in accordance with manufacturer's instructions and AWI/AWMAC/WI Architectural Woodwork Standards, Section 11 – Countertops.
- B. Install countertops level, plumb, and square.
- C. Securely anchor countertops to casework and supports.
- D. Install joints to be watertight.

### 3.4 CLEANING

- A. Clean countertops promptly after installation in accordance with manufacturer's instructions
- B. Do not use harsh cleaning materials or methods that could damage surface.

### 3.5 PROTECTION

- A. Protect installed countertops from damage including, but not limited to:
  - 1. Damage during construction
  - 2. Excessive moisture.

**END OF SECTION**

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## SEALANTS, CAULKING & SEALS

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1 – GENERAL

SCOPE: Furnish and install all sealants, sealant back-up materials, and mastics as shown on the drawings and specified herein.

WEATHER CONDITIONS: Do not proceed with installation of liquid sealants under unfavorable weather conditions. Follow product manufacturer's recommendations for temperature installation range.

### PART 2 – PRODUCTS

#### MATERIALS:

Sealant back up material – Formed polyurethane strip.

Interior – Butyl based compound, smooth flowing single component architectural grade, synthetic, general purpose caulking compound, composed of 80-100% solids, butyl, non-oily, non-hardening, curing to a tack free paintable surface in gun grade consistency. Use "Dap Butyl-Flex Caulking Compound", "Prestite #432 Butyl Caulk", "A.C. Horn's Vulcatex Elastic Caulking Compound", or approved equal. Color of caulking and sealants shall match the color of adjacent surfaces.

Exterior – Non-sag polyurethane or silicone, complying with ASTM C920, Type S, Grade NS, Class 25, use NT, M, and A.

Mastic – Where mastic is required, it shall be a general purpose butyl-based caulking compound herein before specified, except that it shall be knife or trowel consistency. Exterior applications exposed to weather shall be the polysulfide sealant here in specified in knife or trowel consistency.

Primers – Primers shall be quick drying, colorless, non-staining sealer of type and consistency as recommended by the manufacturer of the sealant or caulking material to be used.

Any caulking, mastic, or primer specifically recommended by a product manufacturer shall take precedence over the above described products.

### PART 3 – EXECUTION

#### PREPARATION:

Clean and or prime all surfaces of bonding areas to receive above specified materials according to the written directions of the applicable manufacturers.

#### INSTALLATION:

Install back up material in joints to be sealed, compressing it to one quarter its original thickness. Joints shall have a depth of not more than half of their width, but shall be not less than  $\frac{1}{4}$  inch. Seal all perimeters between frames and adjacent construction continuously and elsewhere as indicated. Sealant shall be applied according to the manufacturers recommendations. Remove excess sealant and leave adjacent surfaces clean.

**END OF SECTION**

## ENGINEERED LUXURY VINYL FLOORING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1 – GENERAL

SCOPE – Resilient flooring and wood baseboard: The Contractor shall, prior to bidding, review the site conditions, and if necessary provide for all patching and leveling required to install the flooring material.

SUBMITTALS – Submittals will not be required

Installation Warranty Period: 5 years from the date of final retention release.

The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

### PART 2 – PRODUCTS

Flooring: Urban Surfaces, Silver Line ELVT snap lock plank flooring, Owner to provide.

Floor moldings: By same company as flooring, Owner to provide.

Adhesive: Supplied by Contractor as recommended by flooring manufacturer.

Base – Mahogany “Taz” reversible baseboard, Contractor to supply and install in all rooms that receive flooring.

### PART 3 – EXECUTION

GENERAL REQUIREMENTS –Immediately prior to installation of flooring thoroughly dry and broom clean the floor. Ensure that the surface is free of grease, oil, paint, or any foreign matter that will impair installation of the finish flooring. Contractor will be responsible for moving objects over 30lbs and returning it after installation.

#### INSTALLATION:

Install flooring as per manufacture’s installation instructions. Plank flooring shall be installed as per the project schematic and any closet or storage areas opening into the areas called out in the schematic. Manufacturer supplied moldings shall be installed at all locations where plank flooring transitions to other flooring types.

FINISHING – After flooring materials have been installed, wash with neutral cleaner to remove any installation debris. Leave floor clean, free of debris, waste and defects.

**END OF SECTION**

## CARPETING

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### **PART 1 – GENERAL**

SCOPE – Contractor is responsible for preparation of floor. Contractor to provide all carpeting and accessories complete, in place, as specified herein, and as required for a complete and proper installation of carpet in the areas specified in the supplied schematic.

SUBMITTALS – Contractor to furnish 2 samples of carpet and pad as specified in Section 1100.

WARRANTY – General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the contractor under requirements of the General Documents.

Warranty Period: 3 years from the date of completion.

### **PART 2 – PRODUCTS**

CARPET – Shaw Mustang

PAD – Shaw Eco Touch 24 oz Synthetic fiber pad.

TROWELABLE UNDERLAYMENTS & PATCHING COMPOUNDS – As recommended by the Carpet manufacturer.

### **PART 3 – EXECUTION**

GENERAL REQUIREMENTS – Remove and dispose of offsite existing carpet and pad. Ensure that existing floor is in good condition and adequate for carpet installation. Comply with carpet manufacturer's installation recommendations to prepare substrates to receive carpet installation. Contractor will be responsible for moving furniture to accommodate installation and returning it after installation.

INSTALLATION – Standard padded carpet installation. Install per manufacturer's instruction. Comply with carpet manufacturer's recommendations for seam locations and direction of



carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings. Cut, fit, closely, evenly at walls and under thresholds. Make cutouts for all items passing through carpet in neatest possible way.

**CLEANING** – Perform the following immediately after completing installation:

Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by the carpet manufacturer.

Remove loose threads with sharp scissors.

Vacuum carpet cleaning dirt and debris from carpet surfaces. Leave entire surface clean, free from ripples, scallops, and puckers.

**END OF SECTION**

SECTION 09900  
INTERIOR, EXTERIOR AND INDUSTRIAL PAINTS AND COATINGS

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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior paint and coatings systems including surface preparation.

1.2 REFERENCES

- A. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
- B. Green Seal, Inc.:
  - 1. GS-11 Standard for Paints and Coatings (1st Edition, May 20, 1993).
  - 2. GC-03 - Environmental Criteria for Anti-Corrosive Paints.
- C. United States Green Building Council (USGBC): LEED-09 NC/CI/CS.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01300 - Administrative Requirements.
- B. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- C. Only submit complying products based on project requirements. One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Owner will select from standard products, colors and sheens available.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
  - 1. Product name, and type (description).
  - 2. Application and use instructions.
  - 3. Surface preparation.
  - 4. VOC content.
  - 5. Environmental handling.
  - 6. Batch date.
  - 7. Color number.

- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

## 1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

## 1.7 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: [requestinfospecifications@sherwin.com](mailto:requestinfospecifications@sherwin.com); Web: [www.swspecs.com](http://www.swspecs.com).
- B. Substitutions: Not permitted.

### 2.2 APPLICATIONS/SCOPE

- A. Interior Paints and Coatings:
  - 1. Wood: Walls, ceilings, doors, trim and similar items.
  - 2. Drywall: Drywall board, Gypsum board.

### 2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
  - 1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Sherwin Williams # LO81234 New Sutter County Navajo.

## 2.4 INTERIOR PAINT SYSTEMS

- A. WOOD - (Walls, Ceilings, Doors, Trim):
  - 1. Latex Systems:
    - a. Semi - Gloss Finish:
      - 1) 1st Coat: S-W PMC series mfg. # B75WT100. (4 mils wet, 1.3 mils dry per coat).
      - 2) 2nd Coat: If required same as first.
- B. DRYWALL - (Walls, Ceilings, Gypsum Board and similar items)
  - 1. Latex Systems:
    - a. Semi-Gloss Finish:
      - 1) 1st Coat: S-W PMC series mfg. # B75WT100. (4 mils wet, 1.3 mils dry per coat).
      - 2) 2nd Coat: If required same as first.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Owner of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Owner has verified that existing painted surfaces do not contain lead based paints.

### 3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
  - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
  - 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
  - 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Drywall - Interior: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Fill all nail holes or cracks up to 1/2", report any holes larger than 1/2" to Owner.
- C. Wood: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

### 3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

### 3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

SECTION 11450  
RESIDENTIAL APPLIANCES

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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Residential Appliances
  - 1. Cooking:
    - a. GE Ranges Mfg. model # RGB508PEFWH
  - 2. Refrigerators:
    - a. Freestanding.
      - 1) GE Top Freezer MFG. model # GTE18CTHWW
  - 3. Range hood:
    - a. Broan Mfg. model # 423004

1.2 REFERENCES

- A. American National Standards Institute (ANSI): ANSI Z21-Series for gas-fueled appliances.
- B. Association of Home Appliance Manufacturers (AHAM).
- C. Department of Justice (DOJ).
- D. National Fire Protection Association (NFPA).

1.3 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Manufacturer's printed installation instructions, showing required preparation and installation procedures.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Cleaning and maintenance instructions.
- B. Closeout Submittals: Documentation of manufacturer's warranty.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in manufacturer's original, unopened, undamaged rolls/pallets with identification labels intact.
- B. Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at temperature and humidity conditions recommended by the manufacturer.

1.5 WARRANTY

- A. Manufacturer's Warranty: Manufacturer's standard warranty document executed by authorized company official.
  - 1. PRODUCTS

1.6 MANUFACTURERS

- A. Acceptable Manufacturer: General Electric Corporation
- B. Substitutions: Not permitted.

1.7 PERFORMANCE REQUIREMENTS

- A. Electrical: Listed and labeled as defined in NFPA 70.
- B. Gas-Fueled: Certified per ANSI Z21 series standards.
- C. Each Appliance specified meets corresponding relevant AHAM standards.
  - 1. Meets relevant AHAM sustainability standards.

1.8 INSTALLATION

- A. Install in accordance with manufacturer's written instructions and approved submittals.
- B. Coordinate with installation of other materials for proper tolerances and the sequence of the Work being performed.
- C. Test for operation and adjust until satisfactory results are obtained.

1.9 CLEANING AND PROTECTION

- A. Protect installed products from damage during remainder of construction period, per manufacturer's written instructions.

END OF SECTION

## GENERAL MECHANICAL REQUIREMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to work of this section.

### PART 1 – GENERAL

**SUMMARY OF WORK:** Contractor to replace 3 window air conditioners, 1 ground mounted package HVAC unit and 1 split HVAC system.

**SITE EXAMINATION:** Contractor shall examine the site, verify dimensions and locations and thoroughly familiarize themselves or all conditions under which work is to be done before submitting a proposal.

**CODES & REGULATIONS:** All work done shall be done in strict accordance and conformity with the rules, regulations and requirements of the latest editions of the codes applicable at the time of installation, inspection, and testing.

**SUBMITTALS:** Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations
2. Installation methods
3. Manufacturer's Certificates, Certify products meet or exceed specified requirements.

### PART 2 - PRODUCTS:

- A. Split system
  1. Furnace: Manufacturer – Day & Night, Trane or preapproved equal, 92% minimum AFUE, 50K BTU.
  2. Condenser: Manufacturer – Day & Night, Trane or preapproved equal, 14 SEER minimum, 2.5 ton.
  3. Evaporator: Manufacturer – Same as Condenser
- B. Package unit
  1. Manufacturer – Day & Night, Trane or preapproved equal, 3 ton, energy star rated.
- C. Wall mounted air conditioning units
  1. Manufacturer – LG # LT1237CER or preapproved equal, 11,800BTU, 230 volt.

**TESTS:** Existing line set may be used if they are vacuum tested, cleaned and conform to condenser and evaporator manufacturer's specifications. Existing ducting may be utilized but must be cleaned and pressure tested. A written report of any line set or duct repairs, along with a written estimate of repair costs must be provided to the Housing Authority as soon as possible.

### PART 3 – EXECUTION

**EXAMINATION:** Verify that all surfaces and locations are ready to receive work. Verify sizes of equipment connections before fabricating transitions.



**INSTALLATION:** Install in accordance with manufacturer's instructions and the applicable State and local building codes. Installation shall include the replacement of circuit breaker and service disconnect. Any stucco or drywall that is compromised must be repaired and painted to match surrounding area. Any chases or products located in a visible location must be painted to match surrounding area.

Existing window air conditioning units are to be removed and new wall units are to be installed under the windows. Provide 230 volt power to the units if the existing power is 115 volt. Surface mount conduit is acceptable for new electrical. New AC units are to be on a dedicated circuit.

**CLOSE OUT:** Contractor to furnish to the Housing Authority all warranty information and operating instructions. Warranty cards (if applicable) must be completed with all required information entered and ready to forward to the manufacturer.

**END OF SECTION**

## GENERAL PLUMBING REQUIREMENTS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications, apply to work of this section.

### PART 1 – GENERAL

**SUMMARY OF WORK:** Contractor to add a clean for unit B at the back of the building.

**SITE EXAMINATION:** Contractor shall examine the site, verify dimensions and locations and thoroughly familiarize themselves or all conditions under which work is to be done before submitting a proposal.

**CODES & REGULATIONS:** All work done shall be done in strict accordance and conformity with the rules, regulations and requirements of the latest editions of the codes applicable at the time of installation, inspection, and testing.

**MATERIALS:** All new pipe used shall be designed for DWV lines. Any connections of two dissimilar materials shall be made using connections designed for such. Pipe shall be sized according to meet current California Building Code and best design practices.

**EXCAVATING, TRENCHING, AND BACKFILLING:** The Contractor shall do all excavating required for the installation of all piping and other work that applies to the work of this contract, except as indicated herein to be installed by others. Backfill all pipe with a minimum of 4 inches of sand under the pipe and 8 inches above the pipe. Replace or repair to its original condition all sod, concrete, asphalt paving, or other materials disturbed by the trenching operation. Repair within the one year warranty period, as required.

**CLOSING UNINSPECTED WORK:** This contractor shall not allow nor cause any work installed by him to be covered up or enclosed before it has been inspected, reviewed, and tested.

**COORDINATION WITH STRUCTURE, ETC.:** Should structural difficulties or other work prevent the running of pipes or the setting of equipment at the desired location, changes as authorized by the Owner shall be made with additional cost to the Owner.

**END OF SECTION**

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## SECTION 15480 – TANKLESS NATURAL GAS DOMESTIC WATER HEATERS

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Natural gas, tankless commercial water heaters and water heater accessories.

#### 1.2 REFERENCES

- A. General: Applicable edition of references cited in this Section is current edition published on date of issue of Project specifications, unless otherwise required by building code in force.
  - B. American National Standards Institute (ANSI) <http://webstore.ansi.org>:
    - 1. ANSI 372 – Drinking Water System Components – Lead Content
  - C. American Society of Sanitary Engineering (ASSE): [www.asse-plumbing.org](http://www.asse-plumbing.org)
    - 1. ASSE 1003 - Performance Requirements for Water Pressure Reducing Valves for Domestic Water Distribution Systems
  - D. ASSE 1010 - Performance Requirements for Water Hammer Arresters National Electrical Manufacturers Association (NEMA) [www.global.ihs.com](http://www.global.ihs.com):
    - 1. NEMA Standards Publication 250 - Enclosures for Electrical Equipment (1000 Volts Maximum)
  - E. National Fire Protection Association (NFPA) [www.nfpa.org](http://www.nfpa.org):
    - 1. NFPA 70 - National Electrical Code
  - F. NSF International
    - 1. NSF 61 - Drinking Water System Components – Health Effects
    - 2. NSF 372 - Drinking Water System Components - Lead Content
  - G. Underwriters Laboratories (UL) [www.ul.com](http://www.ul.com):
    - 1. UL 499 - Standard for Electric Heating Appliances
- #### 1.3 ACTION SUBMITTALS
- A. Product Data: For each product:
    - 1. Manufacturer's data sheets indicating unit performance and compliance with requirements.
    - 2. Include details of electrical and mechanical operating parts.
    - 3. Show mounting and securing requirements and utility connection requirements.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

#### 1.5 QUALITY ASSURANCE

- A. Electrical Components: Listed and labeled per NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- B. Lead-Free Construction: Comply with NSF 372 for fixture components in contact with potable water.
- C. Standard Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of electric, domestic-water heaters that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: From Date of Substantial Completion
    - a. Labor, one year
    - b. Parts, four years
    - c. Heat Exchanger, ten years

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Product: Subject to compliance with requirements, provide a natural gas tankless commercial water heater by Noritz, 11160 Grace Ave, Fountain Valley, CA 92708.
  - 1. Submit requests for substitution in accordance with Section 01630, Substitutions.

#### 2.2 NATURAL GAS, TANKLESS COMMERCIAL WATER HEATERS

- A. Natural gas tankless commercial water heater,
  - 1. Basis of Design Manufacturer/Model: Noritz model #NRC111
  - 2. High Temperature Package: [Insert temperature required between 160 and 190 deg. F] [Not required].
  - 3. Connections: 3/4 inch NPT inlet, 3/4 inch NPT outlet.
  - 4. Capacity: 35 degree temp. rise at 11.1 GPM.
  - 5. Low Flow Activation: 0.5 GPM

#### 2.3 WATER HEATER ACCESSORIES

- A. Provide natural gas tankless water heater system including the following system accessories:
  - 1. Pressure and Temperature Safety Relief Valve.
  - 2. Y-Strainer: Lead Free Brass.
  - 3. PVC or CPVC vent pipe.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Natural gas, Tankless, Domestic-Water Heater Mounting:
  - 1. Install water heaters in accordance with manufacturer's written instructions.
  - 2. Install water heaters level and plumb, according to layout drawings and referenced standards.
  - 3. Maintain manufacturer's recommended clearance and access dimensions.
- B. Install water supply piping to each water heater, and from heater to fixture requiring hot water supply connection.
  - 1. Install stop valves on water supply and outlet piping. Provide stop valve on each supply in readily-serviced location. Lock stop valve in OPEN position.
- C. If shipped loose, install pressure and temperature safety relief valves on water heater. Run relief valve discharge lines as shown in manufacturer's instructions.
- D. Extend relief-valve outlet line, and discharge by positive air gap above closest floor drain.
- E. Install relief valve drain piping as indirect waste to spill by positive air gap into open drains or over floor drains. Install hose-end drain valves at low points in water piping.
- F. Run relief valve drain piping without creating tripping hazard.

### 3.2 FIELD QUALITY CONTROL

- A. Test and adjust installation.
  - 1. Set field-adjustable temperature set point of temperature-actuated controls. Adjust set point within allowable temperature range.
  - 2. Replace defective or malfunctioning controls and equipment.
- B. Clean unit surfaces, test fixtures, and leave in ready-to-use condition.

3.3

3.4

END OF SECTION

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## PLUMBING FIXTURES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1 – GENERAL

SECTION INCLUDES, but not limited to: Kitchen Sinks, Toilets, Lavatories, Faucets, and Shower Escutcheons.

SUBMITTALS – Provide only if materials proposed to be supplied are not as indicated herein. If submittals are required, supply in accordance with Section 01300.

Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and installation methods
2. Warranty information

### PART 2 – PRODUCTS

GENERAL – Products shall be complete with all item necessary to provide secure mechanical attachment as approved. Requests for substitutions will be considered in accordance with provisions of Section 01630.

GENERAL REQUIREMENTS – Plumbing Fixtures – General: Provide all fittings and accessories necessary for complete, operational installation; comply with ADA, ANSI/ICC A117.1.

#### LAVATORIES AND FAUCETS:

##### Lavatories

1. Bathroom: Self Rimming, counter mounted, enameled steel lavatories, 4" centers.
2. Kitchen Sink: 22"X33" double bowl stainless steel sink, three hole, 7" depth, 22 gauge, satin finish, sound deadening undercoat. Acceptable Product: HD Supply #500592 or equivalent.

##### Faucets

1. Bathroom: Single handle bath faucet, chrome finish, 1.2 GPM @ 60psi. Acceptable product: Cleveland Faucet Group # CA40717.
2. Kitchen: Single handle kitchen faucet, chrome finish, 1.5 GPM @ 60psi. Acceptable product: Cleveland Faucet Group # 40511.

### PART 3 – EXECUTION

EXAMINATION – Do not begin installation until substrates have been properly prepared. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

PREPARATION – Provide recesses, anchorage and backup blocking in rough carpentry, Section 06100. Clean surfaces thoroughly prior to installation. Prepare surfaces using the



methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions. Rough-in fixture piping connections for specified fixtures.

**INSTALLATION** – Install in accordance with manufacturer’s instructions. After making connections verify proper operation. Adjust stops or valves for intended water flow rates to fixtures.

**CLEANING** – Upon completion of the installation remove all manufacturer’s temporary labels, marks of identification and thoroughly wash all surfaces. Leave all work in a neat orderly fashion. Repair damaged parts and surfaces which are not free from imperfections.



