

**CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS
FOR
WATER CONSERVATION MEASURES
AT
RICHLAND HOUSING MIGRANT CENTER
479 BERNARD AVE.
YUBA CITY, CA 95991**

DECEMBER 15, 2015

(BLANK PAGE)

DOCUMENTS
TABLE OF CONTENTS

	<u>Page</u>
<u>BIDDING REQUIREMENTS</u>	
Notice to Contractors	BR-1
Instructions to Bidders	BR-3
Bidding Documents:	
Bid Form	BR-11
Bid Bond	BR-15
Representations, Certifications, and Other Statements of Bidders	BR-17
Minority, Women, Disabled Veterans owned Business Enterprise	BR-31
List of Subcontractors	BR-49
Statement of Bidders Experience & References	BR-51
<u>CONTRACT REQUIREMENTS</u>	
Contract Agreement	CR-1
Performance Bond	CR-7
Payment Bond	CR-11
Certification Pursuant to Labor Code Section 1861	CR-13
Conditions of Work	CR-15
Checklist of Labor Law Requirements (A copy of this form shall be completed by the awarded Contractor and all subcontractors performing more than one half of one percent of the contract).	CCR Title 8
Payroll Form	A-1-131
Certificate and Release	CR-23
Previous Participation Certification	CR-25
California DOL wage determination	Appendix A
<u>SPECIFICATIONS</u>	
Project Coordination	01040
Summary of Work	01100
Application for Payment/Change Order Requirements	01152
Construction Schedule	01315
Substitutions	01630
Project Close-out	01700
Roofing Shingles	07310
Sheet Metal	07620
Sealants, Caulking & Seals	07920
Vinyl Windows	08560
Painting Materials	09900
Residential Appliances	

BLANK PAGE

NOTICE TO CONTRACTORS

INVITATION FOR BID

Sealed proposals will be received by the Regional Housing Authority of Sutter and Nevada Counties by mail or hand delivered to 1455 Butte House Rd, Yuba City, CA 95993 by January 4, 2016 at 3:00PM, at which time they will be publicly opened and read for performing work as follows:

PROJECT: Water Conservation Measures

LOCATION: Richland Housing Migrant Center,
479 Bernard Ave, 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 CONTRACT PROPOSAL form furnished as part of these Contract Documents. Each bid must be accompanied by the following:

1. Cash, certified or cashier's check or **bidder's bond made payable to the Regional Housing Authority of Sutter and Nevada Counties** for the amount equal to at least five percent (5%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter into the contract. Bid guarantee only applicable to construction and equipment contracts exceeding \$25,000.
2. Instructions, Certifications, and Other Statements of Bidders"
3. List of all Subcontractors Performing more than ½ of 1% of bid & verification of Contractor & Subcontractor DIR Registration
4. List of References & Statement of Bidder's Experience

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

Richland Migrant Center **Attn: Gustavo Becerra**

The Contractor and each of his/her subcontractors shall 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.

The current Prevailing Wage Determination Number 2015-1, Residential Wage Determination pursuant to the California Code of Regulations Section 16001 (d), or any wage determination that supersedes these shall be considered applicable for use on this project.

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 of Sutter and Nevada Counties at a Pre-Bid Meeting on Monday, December 21, 2015 at 9:00AM or from the Housing Authority office at 1455 Butter House Road, Yuba City, CA 95993 during regular office hours. Meeting to be held at the project location.

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

Gustavo Becerra, Interim Executive Director

Instructions to Bidders

Instructions to Bidders

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3

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 (PHA). 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 "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)

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 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 requirements.

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

4. Responsibility of Prospective Contractor

(a) The PHA 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 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 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 non responsible 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 after receipt at the PHA; 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 is the time/date stamp of PHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA.

(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 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 [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]. All protests shall be resolved in accordance with the PHA's protest policy and procedures, copies of which are maintained at the PHA.

8. Contract Award

(a) The PHA 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 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 available funding for the proposed contract work, the PHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA 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 available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA 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 available funding. If upon the application of all deductibles, no bid is within the PHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA 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 written policy and procedures.

(d) The PHA may reject any and all bids, except 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 written policy and procedures.

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

(f) The PHA 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 (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be made payable to the order of the PHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

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 may grant based upon reasons determined adequate by the PHA, 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 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 and its architect/engineer, and other interested parties convened by the PHA. 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 will provide the successful bidder with the date, time, and place of the conference.

BLANK PAGE

BID FORM

TO: REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
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:

Water Conservation Measures

Richland Migrant Center
479 Bernard Ave.
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. Bid Amount:

_____ 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. Attached hereto are the following:
 - a. "Representations, Certifications, and Other Statements of Bidders"
 - b. Minority, Women and Disabled Veteran owned business enterprise
 - c. List of Subcontractors
 - d. Verification of Contractor & Subcontractor DIR Registration
 - e. Statement of Bidders Experience & a minimum of 3 references of similar projects

5. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within fourteen (14) 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.

BID BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS, that we, the undersigned

_____, as Principal, and _____, as Surety, are held and firmly bound unto the Regional Housing Authority of Sutter and Nevada Counties, hereinafter called the "Authority", in the penal sum of five percent (5%) of amount bid in lawful money of the United States of America for the payment of which, well and truly to be made, we hereby bind ourselves and ours and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS, the above-named principal is about to hand in and submit a bid or proposal in accordance with those certain Contract Documents and Specifications entitled "Contract Documents and Specification", dated _____ and file in the office of said Authority.

NOW, THEREFORE, if the above-named principal is awarded the Contract, and shall fail to enter into a Contract to perform said Contract and to furnish any and all Bonds in the form and in the amounts required under said Contract Documents and Specifications, along with any other certifications required under said Contract Documents and Specifications at the time of executing said Contract within fifteen (15) days after the Contract is presented for signature, then the amount herein, the penalty of this bond which accompanies the bid, shall be declared forfeited and the full penal sum paid to the Authority.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly 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. Signature of person or persons executing for the Surety must be acknowledged.)

(BLANK PAGE)

BR-16

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

Table of Contents

Clause

1. Certificate of Independent Price Determination
2. Contingent Fee Representation and Agreement
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
4. Organizational Conflicts of Interest Certification
5. Bidder's Certification of Eligibility
6. Minimum Bid Acceptance Period
7. Small, Minority, Women-Owned Business Concern Representation
8. Indian-Owned Economic Enterprise and Indian Organization Representation (non-applicable)
9. Certification of Eligibility Under the Davis-Bacon Act
10. Certification of Non-Segregated Facilities
11. Clean Air and Water Certification
12. Previous Participation Certificate
13. Bidder's Signature

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/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 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/her knowledge and belief as of December 1, 2015 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, and officer or employee of Congress, or an employee of a Member of Congress on his/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/her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMS standard form LLL, "Disclosure of Lobbying Activities"; and

(3) He/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 to 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/she does not have any organizational conflict of interest that 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 that 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 that 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 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. Small, Minority, Women-Owned, Disabled Veterans Business Concern Representation

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

(a) is, is not a small business concern. “Small business concern”, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned business enterprise. “Women-owned business enterprise”, as used in this provision, means a business that is at least fifty percent (50%) owned by a woman or, in the case of publicly owned business, at least, fifty-one percent (51%) of the stock is owned by a woman or women who are U.S. citizens and who also control and operate the business.

c) is, is not a minority business enterprise. “Minority business enterprise”, as used in this provision, means a business that is at least fifty (50%) or controlled by one or more minority group member or, in the case of a publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

d) is, is not a Disabled Veterans Business Enterprise as used in this provision, means a business that is at least fifty (50%) owned or controlled by one or more disabled group member or, in the case of a publicly owned business, at least fifty-one percent (51%) of its voting stock is owned by one or more disabled group members, and whose management and daily operations are controlled by one or more such individuals.

8. N/A

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 9(a) of the Davis-Bacon Act of 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 Non-Segregated 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 this 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 that 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 Non-Segregated Facilities

A Certification of Non-Segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. This 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 bidders 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. Bidder's Signature

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

(Signature and Date)

(Type or Print Name)

(Title)

(Company Name)

(Company Address)

MINORITY/WOMAN'S/ DISABLED VETERANS BUSINESS ENTERPRISE CLAUSES

(a) It is the policy of the Regional Housing Authority of Sutter & Nevada Counties to take positive steps to maximize the utilization of minority, women's business and veteran's business enterprises in all contract activity administered by the Housing Authority.

(b) The Contractor will utilize his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the sufficient performance of this contract. As used in this contract, the term "minority, women's business or disabled veterans" enterprise means a business, at least 50 percent of which is owned by minority group members, women or disabled group or member, in the case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members, women or disabled veteran. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.

(c) The Contractor by signing below agrees to the following Statement as part of His/her sealed bid:

I have taken affirmative action to seek out and consider minority, women's and disabled veteran business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name and Address of
Minority/Women's, Disabled Veteran Firms

<u>Contractor Anticipates Utilizing *</u>	<u>Dollar Value of Work</u>	<u>Category of Work</u>	<u>Participation</u>
---	-----------------------------	-------------------------	----------------------

complete on next page

Contractor Anticipates Utilizing *

Dollar Value of Work Category of Work

Participation

Total Bid \$ _____

Total Subcontract Amount \$ _____

Minority/Women's, Disabled Veterans Enterprise Total of Subcontract Amount

\$ _____

* Indicate whether

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

STATEMENT OF BIDDER'S EXPERIENCE

All questions must be answered and the date given must be clear and comprehensive. This Statement must be notarized. If necessary, add separate sheets for items marked with an *.

1. Name of Bidder: _____
2. Permanent main office address: _____
3. When organized: _____
4. Where incorporated: _____
5. How many years have you been engaged in the contracting business under your present firm name?

6. *Contracts on hand: (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)

7. *General character of work performed by our company: _____
8. *Have you ever failed to complete any work awarded to you? _____
9. *Have you ever defaulted on a contract? _____
10. *List the more relevant type of projects recently completed by your company, stating approximate cost for each, and the month and year completed.

11. *List your major equipment available for this contract: _____

12. *Experience in work similar in importance to this project: _____

13. Will you, upon request, fill out a detailed financial Statement and furnish any other information that may be required by the Local Owner? _____
14. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Owner in verification of the recitals comprising this Statement of Bidder's experience

15. Furnish current Department of Labor of California License Number and Business License:

STATEMENT OF BIDDER'S CONSTRUCTION EXPERIENCE (Continued)

I, _____, swear under penalty of perjury under the laws of the State of California
(Printed Name of Bidder) that the answers to the foregoing questions and all Statements therein contained are true
and correct.

Sworn this _____ day of _____, 20____ at _____.
(Date) (Month) (Year) (City & State)

(Signature of Bidder)

(Title of Bidder)

State of _____)
County of _____)ss

On _____, before me, _____, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized
capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument. WITNESS my hand and official seal.

Notary Signature

Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

Owner: Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road
Yuba City, CA 95993

Contractor:

Project: Water Conservation Measures
Richland Migrant Center
479 Bernard Ave.
Yuba City, CA 95991

WITNESS THAT:

The Contractor and Regional Housing Authority of Sutter and Nevada Counties, 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.

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 of Sutter and Nevada Counties. 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.

IN WITNESS WHEREOF, the parties have executed this Contract, in two original counterparts, this ____ day of _____, 2015

REGIONAL HOUSING AUTHORITY
OF SUTTER & NEVADA COUNTIES

CONTRACTOR:

By: _____
Gustavo Becerra
Interim Executive Director

Company Name

By: _____

Title: _____

WITNESS

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.

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)

(Surety)

By: _____
(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.

(BLANK PAGE)

PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:

WHEREAS, THE REGIONAL AREA HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES, 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 to install Water Conservation Measures at Richland Migrant Center, 479 Bernard Avenue, 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.)

CERTIFICATION PURSUANT TO
LABOR CODE SECTION 1861

- A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- B. "It is hereby mutually agreed that the Contractor shall forfeit to the Authority a penalty of \$25.00 for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices."
- C. "It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the Authority, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive."
- D. "Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8."
- E. "Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any Contractor or subcontractor employing workers in any apprenticeable craft or trade, i.e., a craft or trade determined to be an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code Section 1777.5 that requires such a Contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Contract work, a certificate approving the Contractor or sub-contractor, for employment and training of apprentices in such area unless already covered by local apprenticeship

standards. Upon the issuance of the certificate, the Contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen/woman fixed in the certificate. If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in said area are, but the Contractor or subcontractor is not contributing, the Contractor or subcontractor shall contribute to said fund or funds in the same amount or upon the same basis and in the same manner as the other contractors do. For willful failure to comply with Section 1777.5 of the Labor Code the Contractor shall be denied the right to bid on a public works contract for a period of one year from the date the determination is made."

Contractor's Signature: _____

Printed Name & Title of Signer: _____

Date: _____

Conditions of Work

C. Licenses and Qualifications

1. The Contractor and all subcontractors must hold a valid California Contractor's Licenses in the areas of work to be performed and meet all requirements of the State of California to perform as a licensed contractor in the State.
2. The Contractor will obtain any necessary business licenses and/or permits to perform work in the County of Madera.
3. Provide adequate number of experience workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified.
4. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
5. Provide at least one thoroughly trained and experienced superintendent on the job site at all times while work is in progress.

C. Wages

1. State of California current Residential Wage Determination Number 2015-1 will be paid pursuant to the California Code of Regulation Section 16001(d), or any wage determination that supersedes these.

D. Safety

1. The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the building's occupants, owner's staff, visitors and occurrences of the general public on or near the site.

E. Fees and Permits

1. The Contractor shall obtain and pay for all necessary permits, licenses and fees required and arrange required inspections from the local building department having jurisdiction in the area where work is to be completed.
2. The contractor will furnish the owner with signed, closed out permits and testing reports prior to project close-out.

F. Temporary Facilities and Controls

1. Water and electrical power are available for the contractor at the project property.

2. The Contractor shall provide all waste collection bins required for the work to be completed and shall not use any tenant or site bins for construction waste material.

G. Site Protection

1. The contractor will use reasonable care and responsibility to protect the building and the site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.

2. Contractor will be responsible for performing daily cleanup to collect all debris from the project site and ensure that site remains free of debris and safety hazards. Magnets will be used to ensure that all nails and metal are removed from the around the units. Care will be taken not to detract from the aesthetics or the function of the building. Trash receptacles located on site are for tenant use only and shall not be used for disposal of any materials in connection with the work performed by the contractor.

H. Code Rules

1. Provide all work and materials in full accordance with all of the most current codes, rules and regulations. Nothing in these specifications is to be construed to permit work not conforming to current code requirements.

I. Use of Premises

1. Before beginning work, the contractor must secure approval from the owner for the following:

- a. Areas permitted for personnel parking.
- b. Access to the site.
- c. Areas permitted for storage of materials, equipment and debris.

J. Existing Conditions

1. Prior to bid submittal the contractors should complete a job site inspection to make themselves aware of any conditions that will affect their work.

2. Any discrepancies noted between existing site conditions and the specifications or any conditions not addressed in the specifications should be brought to the attention of the owner's representative prior to submittal of the bid. If necessary, an addendum will be issued to clarify any questionable conditions.

L. Warranties

1. The contractor will provide a one year warranty covering any defective work, materials or parts that are provided by the contractor and will include a three (3) year watertight warranty for roofing work. Information on manufacturer's material warranties will also be provided by Contractor at Project Completion. Warranty period will begin from the date the notice of completion is accepted by the Project Manager.

2. The contractor will repair or replace defective work, materials or parts included in the above guarantee within a reasonable length of time.

M. Maintenance and Operating Instructions

1. Furnish complete sets of operating and maintenance instructions for all equipment installed under this contract to include all inspection and maintenance schedules and manufacturer's bulletins with part numbers.

N. Project Close Out

1. Upon completion of all work, the contractor will notify the owner and an inspection will be conducted prior to release of final payment. Any unfinished work noted during this inspection will be identified on a "punch-list" and will be furnished to the contractor by the owner with a time line for completion of these items. Items identified, along with all submittals, must be completed prior to final payment being issued.

BLANK PAGE

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 _____ 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

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, www.dir.ca.gov/dlsr/statistics_research.html.

Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

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)

CERTIFICATE AND RELEASE

FROM: _____
Contractor

TO: Regional Housing Authority of Sutter & Nevada Counties

BETWEEN: REGIONAL HOUSING AUTHORITY OF SUTTER & NEVADA COUNTIES
HEREINAFTER CALLED THE OWNER
AND

Name: _____ HEREINAFTER CALLED THE CONTRACTOR

Address: _____

City: _____

KNOWN ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved change orders and modifications the undisputed balance of \$_____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph one(1), hereof, there are outstanding and unsettled the following items which he claims are just and due and owing by the Local Owner to the Contractor.
 - (A) _____
 - (B) _____
 - (C) _____
 (Itemized claims and amounts claimed. If none, so state.)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts Stated in paragraph 1 and 2 hereof the undersigned has received from the Local Owner all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modifications thereof.

5. That in consideration of the payment of the amount Stated in paragraph 1 hereof the undersigned does hereby release the Local Owner from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Owner does not pay in full the amount Stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released by will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the Local Owner from any and all claims of any nature

whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Owner may request.

6. The Contractor assigns all guarantees and warranties to the Local Owner effective today.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument, this _____ day of _____, 20____.

(Company)

By:
Title:

I, _____ being first duly sworn on oath, deposes and says, first, that he is the _____ of the _____ second that he _____ (Title) (Company) has read the foregoing CERTIFICATE AND RELEASE by him subscribed as the _____ (Title) of the _____ (Company).

Affiant further States that the matters and things stated therein are, to the best of his knowledge and belief, true.

_____ Signature

Subscribed and sworn to before me this _____ day of _____, 20____

Signature

MY COMMISSION EXPIRES _____.

COMPLETED, assignment of all guarantees and warranties to the Local Owner, and final periodical estimate to be submitted.

Regional Housing Authority of Sutter & Nevada Counties

By: _____

Title: _____



PUBLIC WORKS PAYROLL REPORTING FORM

NAME OF CONTRACTOR: _____ CONTRACTOR'S LICENSE NO.: _____ ADDRESS: _____
OR SUBCONTRACTOR: _____ SPECIALITY LICENSE NO.: _____

PAYROLL NO.: _____ FOR WEEK ENDING: _____ SELF-INSURED CERTIFICATE NO.: _____ PROJECT OR CONTRACT NO.: _____
WORKERS' COMPENSATION POLICY NO.: _____ PROJECT AND LOCATION: _____

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH- HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY							(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) NET WGS PAID FOR WEEK		CHECK NO.					
			M	T	W	TH	F	S	S			THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION								
			DATE																		TRAING.	FUND ADMIN		DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC- TIONS
			HOURS WORKED EACH DAY																									
		S																										
		O																										
		S																										
		O																										
		S																										
		O																										
		S																										
		O																										

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION MUST be completed
(See reverse side)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).
(Paper Size then 8-1/2 x 11 inches)



I, _____, the undersigned, am the
(Name – print)
_____ with the authority to act for and on behalf of
(Position in business)
_____, certify under penalty of perjury
(Name of business and/or contractor)
that the records or copies thereof submitted and consisting of _____
(Description, number of pages)
are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.
Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

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.

CONTRACTOR’S DUTIES

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

[Type text]

Project Coordination

01040-2

- 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 personnel 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 Owner's facilities.

General Contractor responsible for monitoring periodic cleaning as follows:

- Enforce compliance with specifications
- Resolve any conflicts

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

- Inspect for condition at delivery.

[Type text]

Project Coordination

01040-3

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.

- Dailey log of progress of Work. (sample at the end of 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.

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

END OF SECTION

[Type text]

Project Coordination

BLANK PAGE

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:

Water Conservation Measures at Richland Migrant Housing

CONTRACT – Single Contract: All work under this Contract will be executed under one prime contract between Owner and a Plumbing 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 permits and inspections and pay for all license and inspection fees, as needed.

Execution

PROJECT DESCRIPTION – This project consists of work in the following areas:

1. Replace existing toilets in Buildings A, B, C, D, E, F, G, H & shop with toilets rated at 1.28 GPF or less.
2. Replace shower heads in Buildings A, B, C, D, E, F, G & H with shower heads rated at 2.0GPM or less

3. Replace all faucet aerators in Buildings A, B, C, D, E, F, G, H & shop with aerators rated at 1.5 GPM or less.

Each of the above line items shall be bid in their entirety on the enclosed Bid Form.

END OF SECTION

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.

SUKBSTANTIATING 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 rates 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 \$500.00 for each day** beyond the documentation period that the contractor has failed to deliver all final close-out documentation.

End of Section

CONSTRUCTION SCHEDULES

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

PART 1 - GENERAL

SCOPE OF SCHEDULES

Submit to Owner for approval the following chart and progress reports as specified herein.

Project Schedule Chart: Contractor to provide project schedule chart showing, all trades, including early purchase schedule.

Project Schedule Limitations: the project schedule and work is limited to 8am-6pm Monday thru Saturday, no Sundays or holidays. Work must be performed with reasonable accommodation to residents in the area, the larger site area is a residential area that is currently occupied by residents.

PROGRESS REPORTS: Weekly progress reports, to be faxed or e-mailed to Owners office each Friday by 12:00 PM. Each report to list work completed that week, along with conformance with schedule and days remaining. If any work is behind schedule, the contractor shall provide a written explanation of what is being done to correct any possible delay to the overall completion of the work. Report is to be accompanied by digital images documenting site progress taken with a digital camera.

PART 2 – EXECUTION

Within seven days following the signing of the contract, and before submitting any applications for payment, the Contractor shall prepare an itemized breakdown of tasks and activities performed for the expeditious prosecution of the work. Acknowledging the fact that time is of the essence, and that the final completion date is denoted in the Owner-Contractor agreement, each task and activity shall be clearly defined by milestones and completion dates. Information shall be presented in network form indicating the inter-relationship and time sequence of each task and activity.

Upon completion of that portion of the chart affecting any specific subcontractor, he shall indicate his acceptance of and his contractual obligation to be bound by the chart by endorsing

same in writing. Subsequent changes to the chart may be acknowledged by initialing on the original copy of the chart.

Maintaining the work schedule agreed to and delineation of the chart shall be the responsibility of the Contractor. Substitution of material or equipment other than specified in the Contract Documents in order to maintain the schedule will not be approved. It is the Contractor's sole responsibility that all specified products be approved, ordered, and received per the schedule.

CHART: Chart shall indicate, with calendar date line, major goals with specific dates to be reached to maintain the mandated completion date. Chart shall include the following:

- Purchases dates required for "long-lead" items.
- Dates for start of fabrication of special materials and equipment, their installation and required testing.
- Dates when critical design selections must be made for finishes and products.
- Tasks (e.g. HVAC, electrical, concrete plumbing, etc) or activities which, once begun, must continue uninterrupted until conclusion and those which can commence and will commence, stop, restart and then complete.
- Time required for each phase of the task and listing each subtask for each major category (e.g. rough work, offsite fabrication, finish work, beginning and completion dates for each element of construction, installation of fitting and fixtures).

If, at any time, any portion of the work falls more than one week behind schedule, the Owner shall notify the Contractor of his obligation to increase labor and equipment at no cost to the Owner until such portion of the work is back on approved schedule. If, as specified in the Bid Form, Section 00310, the Contractor is behind schedule and the Contractor does not comply with written direction of the Owner or his representative, the Owner or his representative reserves the right to:

- Terminate the contract with the Contractor, and hire a new contractor to complete the Work.
- Hire additional labor to bring Work in line with schedule, with the cost of that labor to be deducted from the Contract amount.

WEEK # _____ CONSTRUCTION REPORT

PROJECT: _____ DATE: _____

CONTRACTOR:

Report completed by:

Days remaining in schedule:

Estimated % of Completion:

SUMMARY OF WORK IN PROGRESS:

PRESENT ON SITE:

Work performed

Number of Employees

General Contractor:

Subcontractor:

CONFORMANCE WITH SCHEDULE:

() On Schedule

() Ahead of Schedule

() Behind Schedule

No. of Days _____

No. of Days _____

Reasons for delay, actions to be performed to get back on schedule:

BLANK PAGE

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 of 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 no 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

CLOSE-OUT DOCUMENTATION: Final Close-out documentation drawings and submittals, as defined in Section 01700 and on the drawings, 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, **Owner may deduct the sum of \$500.00 for each day** beyond the documentation period that contractor has failed to deliver all final close-out documentation.

RECORD DRAWINGS: Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes. Make documents and samples available at all times for inspection by Owner. Label each document "PROJECT RECORDS" in neat large printed letters. Record information concurrently with construction progress, including the following:

- a. Field changes of dimension and detail.
- b. Changes made by Field Order or by Change Order.
- c. Details not on original drawings.

Transfer all record information in a neat and legible manner to reproducible drawings, and at Contractor close-out, deliver Record Documents to Owner.

PART 2 – MAINTENANCE MANUELS AND INSTRUCTIONS

Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.

Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION". Include the following:

- a. Contractor, name of responsible principal, address and telephone number.
- b. A list of each product required to be included, indexed to content of the volume.
- c. List, with each product, name, address and telephone number of:
 - 1) Subcontractor or installer.
 - 2) Maintenance contractor, as appropriate.
 - 3) Identify area of responsibility of each.
 - 4) Local source of supply for parts and replacement.
- d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

Provide copy of each warranty, bond and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in event failure and instances which might affect

PROJECT CLOSE-OUT

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

PART 1 - GENERAL

NOTICE OF COMPLETION: At Substantial Completion the Owner shall file with the municipality a Notice of Completion. A copy of this filing shall be sent to the Contractor at the same time that it is filed with the municipality.

SUBSTANTIAL COMPLETION PUNCE LIST: When the Contractor believes he has achieved substantial completion, he shall contact the Owner to schedule a site inspection to prepare a list of the work to be corrected and dates for the completion or correction. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

If the Owner determines that the project is substantially complete he will issue a certificate of substantial completion. This will terminate the Time of Completion listed in the General Contractor's bid (Sped Section 00310) and start the schedule for Final Completion as listed in the General Contractor's bid.

If the Owner determines that the work is not substantially complete, he will issue a list of work to be completed. The contractor shall submit a request for another inspection by the Owner to determine Substantial Completion. *Additional trips to the site for purposes of reviewing the work will be at the cost of the Contractor and will be deducted from payments made by Owner to the General Contractor.*

After the General Contractor has completed all work, corrective or otherwise, he will notify the Owner that the project is ready for final inspection. The Owner will verify completion of the Contract work.

Final payment and retention release will not be processed until a final review of the project verifies completion.

PUNCH LIST COMPLETION: Final completion with all punch list items completed will occur 14 calendar days after substantial completion.

validity of warranties or bonds. Provide instructions for care and maintenance, including Manufacturer's recommendations for types of cleaning agents and methods.

END OF SECTION

BLANK PAGE

PLUMBING FIXTURES

Part 1 – General

SECTION INCLUDES, but not limited to: Toilets, Kitchen Faucets, and Lavatory Faucets.

SUBMITTALS: Provide only if materials proposed to be supplied are not as indicated herein. If submittals are required, supply with manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

Part 2 - Execution

PREPARATION: Prepare surfaces using the methods recommended by manufacturer for achieving the best result for the substrate under the project conditions.

INSTALLATION: install in accordance with manufacturer's instructions. Verify proper operation. Adjust stops or valves for intended water flow rate to fixtures.

CLEANING: Upon completion of the installation remove all manufacturers temporary labels, marks of identification. Leave all work in a neat orderly fashion.

END OF SECTION

BLANK PAGE



Hello, Tom Goodwin
Account # 503850
Account ▾

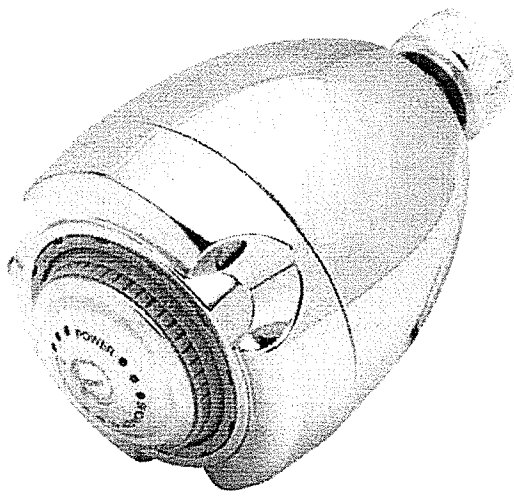
Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

▶ Shop Now While Supplies Last

Home / Niagra Chrm Mssg Shwrhd 2.0GPM



Niagra Chrm Mssg Shwrhd 2.0GPM

Part #: 532920

Niagara Conservation® Earth™ Massage Showerhead - Chrome Finish - 3-Function - 9-Jet Adjustable Massage - Nonaerating Spray - Tamperproof Flow Compensator - Self-Cleaning - 1/2" FIP - 2-11/16" Face Diameter - 2.0 GPM @ 80 PSI - Mfg #N2920CH

1+ \$6.28

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

1

[Check Stock](#)

Customers Who Viewed Niagra Chrm Mssg Shwrhd 2.0GPM Also Viewed these items for US Communities

- | | | | | |
|---|---|--|---|---|
| <p>Aspen Chrome Single...
Part # 400689</p> | <div style="border: 1px solid black; padding: 2px; width: 40px; height: 40px; margin: 0 auto;">Image Coming Soon</div> <p>Niagara Earth Showerhead...
Part # 532923</p> | <p>Niagara Chrome Earth...
Part # 532922</p> | <p>Niagara Chrome Prisiere...
Part # 416360</p> | <p>Chrome Adjustable Spray...
Part # 530300</p> |
|---|---|--|---|---|

PRODUCT DETAILS

- [Make & Model](#)
- [Specifications](#)
- [Packaging Dimensions](#)
- [Assembled Dimensions](#)
- [Product Features](#)
- [Certification & Standards](#)

Product Details

Make & Model

UNSPSC	30181801
Brand	Niagara Conservation

Specifications

Country of Origin	CHINA
Faucet Finish	Polished Chrome
Faucet Flow Rate (GPM)	2.00 gal/min
Faucet/Fixture Material	Brass/Plastic
Made in the USA	No

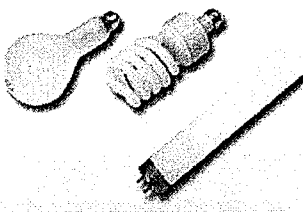
Packaging Dimensions

Depth	4.4 in
-------	--------

Customers Who Viewed Niagra Chrm Mssg Shwrhd 2.0GPM Ultimately Bought these products For US Communities

- Aspen Chrome Tub Spout For 1/2 FIP
Part # 425160
- Seasons® Wood Elongated Toilet Seat
Standard-Duty
Part # 568400

Huge Savings!



Clearance on Light Bulbs

Shop Now While Supplies Last

Packaging Dimensions

Weight	0.195 lb
Width	1.1 in

Assembled Dimensions

Product Features

FOB	No
JWOD	No
TAA/BAA	Yes
UPC Code	8359110210

Certification & Standards



ADA Approved	No
GSA Approved	Yes
UL Listed	No

Neoperl Dual Thread Aerator 1.5 GPM 6Pk Vandalproof Part # 410900

Neoperl Low Flow Dual Thread Chrome Aerator .5 GPM 6Pk Part # 410860

Bubble Stream Dual Thread Chrome Aerator 1.5 GPM Part # 412539



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

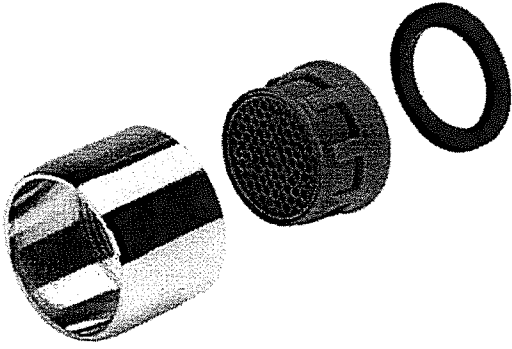
Save
Up To **30%**

CLEARANCE – Locksets & Hardware

▶ [Shop Now While Supplies Last](#)

Home / Neoperl Regular Female Chrome Aerator 1.5 GPM 6Pk

Neoperl Regular Female Chrome Aerator 1.5 GPM 6Pk



Part #: 412011

Neoperl® Regular Female Aerator "Pkg Of 6" - 55/64"-27 - Chrome-Plated Brass - Economy Flow: 1.5 GPM @ 60 PSI

1+ \$5.85

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

[Check Stock](#)



Customers Who Viewed This Item Also Viewed

- | | | | | | |
|---|---|--|--|---|---|
| | | | | | |
| Aspen Faucet Aerator 1.5 GPM
Part # 412084 | Seasons Single Handle...
Part # 417107 | Seasons Two Handle Kitchen...
Part # 411109 | Seasons Lavatory Aerator...
Part # 412083 | Neoperl Pro Kit Aerator 1.5...
Part # 410222 | Neoperl Dual Thread Aerator...
Part # 110564 |

PRODUCT DETAILS

- [Make & Model](#)
- [Specifications](#)
- [Packaging Dimensions](#)
- [Assembled Dimensions](#)
- [Product Features](#)
- [Certification & Standards](#)

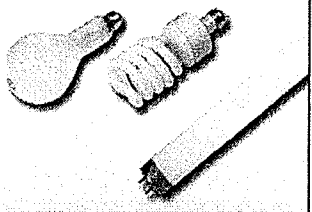
Product Details

Make & Model	
UNSPSC	30181802
Brand	Neoperl
Manufacturer Part Number	50 0290 3
Specifications	
Country of Origin	USA
UPC	008359110203
Made in the USA	Yes
Packaging Dimensions	
Depth	5.95 in
Height	6.3 in

Neoperl Top Sellers For US Communities

- Neoperl D1Thrd Aerator 1.5GPM pk/6
Part # 410800
- Neoperl Regular Male Aerator 1.5 GPM 6Pk
Part # 412012
- Neoperl Dual Thread Aerator 1.0 GPM 6Pk
Part # 412013

Huge Savings!



Clearance on Light Bulbs

Shop Now While Supplies Last

Packaging Dimensions

Weight	5.475 lb
Width	6.0 in

Assembled Dimensions

Product Features

FOB	No
JWOD	No
TAA/BAA	Yes
UPC Code	8359110203

Certification & Standards



ADA Approved	No
GSA Approved	Yes
UL Listed	No

000 Neoperl Regular
Size Insert 1.0
GPM With
Washers
Part # 412014

000 Neoperl Dual
Thread Aerator
1.5 GPM 6Pk
Vandalproof
Part # 410900

000 Neoperl Low
Flow Dual
Thread Chrome
Aerator .5 GPM
6Pk
Part # 410860



Hello, Tom Goodwin
Account # 503850
Account ~

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

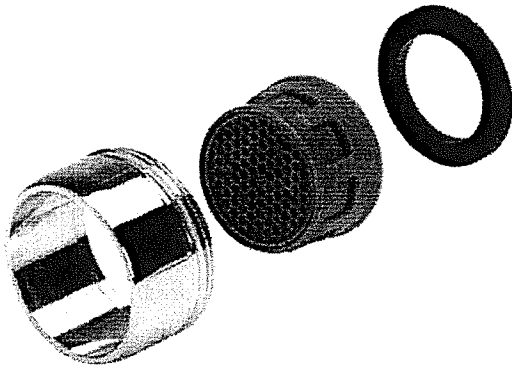
► Shop Now While Supplies Last

Home / Neoperl Regular Male Aerator 1.5 GPM 6Pk

Neoperl Regular Male Aerator 1.5 GPM 6Pk

Part #: 412012

Neoperl® Regular Male Aerator "Pkg Of 6" - 15/16"-27 - Chrome-Plated Brass - Economy Flow: 1.5 GPM @ 60 PSI



1+ \$5.85

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

1

[Check Stock](#)

Customers Who Viewed This Item Also Viewed

- | | | | | | |
|---|---|--|--|--|---|
| | | | | | |
| Aspen Faucet Aerator 1.5 GPM
Part # 412084 | Seasons Single Handle...
Part # 417107 | Seasons Two Handle Kitchen...
Part # 411109 | Neoperl Regular Female...
Part # 412011 | Neoperl Small Male Aerator...
Part # 412112 | Neoperl Pro Kit Aerator 1.5...
Part # 410222 |

PRODUCT DETAILS

- [Make & Model](#)
- [Specifications](#)
- [Packaging Dimensions](#)
- [Assembled Dimensions](#)
- [Product Features](#)
- [Certification & Standards](#)

Product Details

Make & Model

UNSPSC	30181802
Brand	Neoperl
Manufacturer Part Number	50 0300 3

Specifications

Country of Origin	USA
UPC	008359110210
Made in the USA	Yes

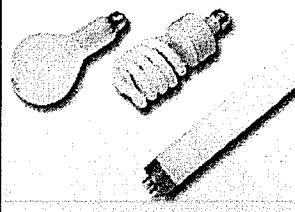
Packaging Dimensions

Depth	1.1 in
Height	5.3 in

Neoperl Top Sellers For US Communities

- Neoperl D1Thrd Aerator 1.5GPM pk/6
Part # 410800
- Neoperl Dual Thread Aerator 1.0 GPM 6Pk
Part # 412013
- Neoperl Regular Size Insert 1.0 GPM With Washers
Part # 412014

Huge Savings!



Clearance on Light Bulbs

Shop Now While Supplies Last

Packaging Dimensions


Height	3.0 in
Weight	0.345 lb
Width	5.0 in

Assembled Dimensions


Product Features

FOB	No
JWOD	No
Built-In Light Included	No
Collection Name	Niagara Earth
Self-Cleaning Nozzles	Yes
TAA/BAA	No


Certification & Standards




ADA Approved	No
GSA Approved	No
UL Listed	No
WaterSense Labeled	No




CFG Capstone
Kitchen Faucet
Brushed Nickel
Two Handle
Part # 412120



Sink Basket
Rubber Plug
Bottom Stainless
Steel Package
Of 5
Part # 409950



Centoco® Plastic
Round Toilet
Seat Heavy-Duty
440STS
Part # 568740



Fluidmaster
Jumbo Toilet
Wax Ring
Part # 569293



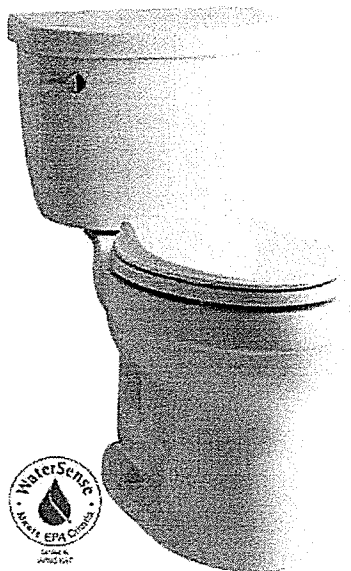
More saving.
More doing.

Your Store: **W Sacramento #1846**
Use **Current Location** or **find store**

KOHLER | Model # K-11451-0 | Internet # 100658777 | Store SKU # 542514

Cimarron Comfort Height the Complete Solution 2-piece 1.28 GPF Single Flush Elongated Toilet in White

★★★★★ (323) | [Write a Review](#) | [Questions & Answers \(65\)](#)



[Open Expanded View](#)

[Click Image to Zoom](#)

\$248.00 /each

Get up to \$100 in Rebates +

• Available exclusively at The Home Depot

IN STOCK AT YOUR SELECTED STORE

W Sacramento #1846

10 In Stock

West Sacramento, CA 95605

Aisle 32, Bay 006

PRODUCT OVERVIEW Model # K-11451-0 | Internet # 100658777 | Store SKU # 542514 | Store SO SKU # 285286

This WaterSense-labeled high-efficiency toilet combines water conservation with the versatile style of the Cimarron collection. A 1.28 Gal. flush provides significant water savings of up to 16,500 GPY, compared to a 3.5 Gal. toilet, without sacrificing performance. This toilet features innovative AquaPiston technology, a patented flush engine that delivers a fast, powerful, and plug-free flush. This Complete Solution toilet comes with all the necessary installation parts for added convenience.

- 2-piece toilet
- Elongated bowl offers added room and comfort
- Comfort height feature offers chair-height seating that makes sitting down and standing up easier for most adults
- 1.28 GPF (gallons per flush)
- Complete solution toilets provide everything you need in one box, including bowl, tank, seat, wax ring, and floor hardware
- Standard left-hand trip lever included
- Supply line not included
- Coordinates with other products in the Cimarron collection
- Available exclusively at The Home Depot
- Single-flush gravity uses the force of gravity and a precision-engineered tank, bowl, and trapway to create a strong siphon during flushing
- AquaPiston canister allows water to flow into the bowl from all sides (360°), increasing the power and effectiveness of the flush
- Flush valve's 3: 2 ratio harnesses the natural force of gravity and optimizes flush performance
- Durable canister design has 90% less exposed seal material than a 3 in. flapper, for leak-free performance
- Light-touch canister flush requires a lower actuation force than a flapper
- Standard 12 in. rough-in
- DryLock system saves installation time and helps prevent water leakage
- WaterSense toilets meet strict EPA flushing guidelines, including using at least 20% less water than 1.6 Gal. toilets

SPECIFICATIONS

DIMENSIONS

Bowl Height (in.)	16.5	Product Height (in.)	30.75
Flush Valve Size (in.)	3	Product Width (in.)	17.62
Product Depth (in.)	28.75		

DETAILS

Bowl Height	Comfort Height	MaP Performance Rating	1000
Bowl Shape	Elongated	Material	Vitreous China
Color Family	White	Mount Location	Floor Mount
Color/Finish	White	Product Weight (lb.)	107 lb
Commercial / Residential	Residential	Returnable	90-Day
Flushing Mechanism	Gravity Flush	Rough In Size	12
Flushing Technology	Gravity Fed	Toilet Features	Complete Kit
Flushing Type	Single Flush	Toilet Included Components	Seat
Gallons Per Flush	1.28	Trip Lever Location	Left Front

WARRANTY / CERTIFICATIONS

Certifications and Listings	ADA Compliant	Manufacturer Warranty	One-Year Limited Warranty
-----------------------------	---------------	-----------------------	---------------------------

- Eligible for consumer rebates in some municipalities
- Class five Flushing technology



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

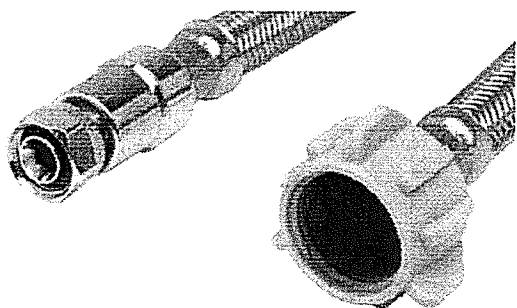
▶ [Shop Now While Supplies Last](#)

Home / Search: 546482 / Watts® Stainless Steel Toilet Supply 12" 3/8 Comp x 7/8 Ballcock " Package of 2"

Watts® Stainless Steel Toilet Supply 12" 3/8 Comp x 7/8 Ballcock " Package of 2"

Part #: 546482

Watts® FloodSafe® 12" Stainless Steel Flexible Toilet Water Supply "Pkg Of 2" - FloodSafe® Auto-Shutoff Device Protects Against Catastrophic Water Damage Caused By Burst, Broken Or Ruptured Water Supply Hoses And Fittings - 125 PSI - 3/8" Compression Inlet x 7/8"Ballcock Outlet - Nontoxic Polymer Core - Chrome-Plated Brass Nut



1+ \$12.79

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns



QTY

Check Stock

Customers Who Viewed This Item Also Viewed

- | | | | | | |
|---|---|--|---|---|--|
| | | | | | |
| Maintenance Warehouse@... Part # 403359 | Maintenance Warehouse@... Part # 546476 | 16 SS Faucet Supply 3/8... Part # 403336 | Maintenance Warehouse@... Part # 546426 | Maintenance Warehouse@... Part # 546326 | Maintenance Warehouse... Part # 403363 |

PRODUCT DETAILS

- Make & Model
- Specifications
- Packaging Dimensions
- Assembled Dimensions
- Product Features
- Certification & Standards

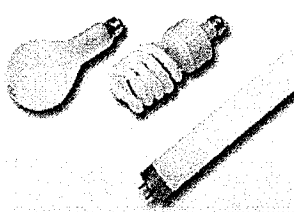
Product Details

Make & Model	
UNSPSC	40142008
Brand	Watts
Manufacturer Part Number	50000082
Specifications	
Country of Origin	CHINA
Made in the USA	No
Packaging Dimensions	
Depth	2.7 in
Height	1.3 in

Watts Top Sellers For US Communities

- 5' PVC WASHING MACHINE HOSE "PKG OF 2" Part # 200035
- Chrome-Plated Brass Reducing Union 1/2" FIP x 3/8" Package Of 2 Part # 548976

Huge Savings!



Clearance on Light Bulbs
Shop Now While Supplies Last

Packaging Dimensions

Weight	0.75 lb
Width	12.5 in


Assembled Dimensions

Product Features


FOB	No
JWOD	No
Inlet Fitting End Type	Compression
Outlet Fitting End Type	Ballcock
Pack Quantity	2
Product Description	Watts® FloodSafe® 12" Stainless Steel Flexible Toilet Water Supply "Pkg Of 2" - FloodSafe® Auto-Shutoff Device Protects Against Catastrophic Water Damage Caused By Burst, Broken Or Ruptured Water Supply Hoses And Fittings - 125 PSI - 3/8" Compression Inlet x 7/8" Ballcock Outlet - Nontoxic Polymer Core - Chrome-Plated Brass Nut
TAA/BAA	No

Certification & Standards


ADA Approved	No
GSA Approved	No
UL Listed	No




Compression Brass Water Heater Fitting
3/4" MIP x 7/8" Connects 3/4" Pipe
Part # 549613



Gasket Material Red Rub 2"x3" PKG Of 2
Part # 418060



Brass Compression Union 3/8" x 3/8" Package Of 5
Part # 546951



Adapt-A-Valve 3/8" Comp x 3/8" Comp
Part # 548660



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

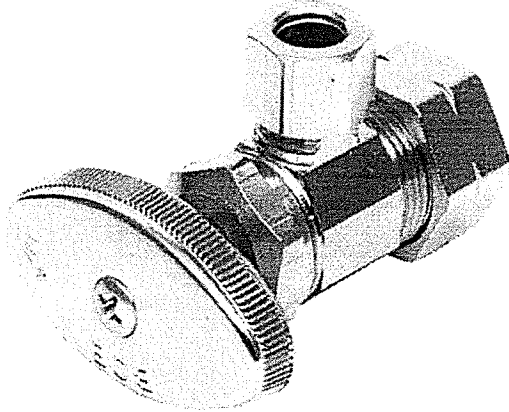
Save
Up To **30%**

CLEARANCE – Locksets & Hardware

▶ Shop Now While Supplies Last

Home / Search: 549867 / Maintenance Warehouse® Quarter-Turn Angle Stop Valve 1/2x3/8 Comp, Package of 10

Maintenance Warehouse® Quarter-Turn Angle Stop Valve 1/2x3/8 Comp, Package of 10



Part #: 549867

Maintenance Warehouse® Quarter-Turn Angle Stop Valve "Pkg Of 10" - 1/2" Nominal (5/8" OD) Compression x 3/8" OD Compression

1+ \$30.83

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns



QTY

[Check Stock](#)

Customers Who Viewed This Item Also Viewed

- | | | | | | |
|---|--|--|---|--|---|
| | | | | | |
| 1/4 Turn Angle Stop 1/2...
Part # 403197 | 1/4 Turn Angle Stop 1/2
FIP...
Part # 403320 | Maintenance Warehouse®...
Part # 403196 | 1/4 Turn Angle Stop 1/2...
Part # 403317 | 1/4 Turn Straight Stop...
Part # 403330 | MultiTurn Angle Stop
1/2...
Part # 403319 |

PRODUCT DETAILS

- Make & Model
- Specifications
- Packaging Dimensions
- Assembled Dimensions
- Product Features
- Certification & Standards

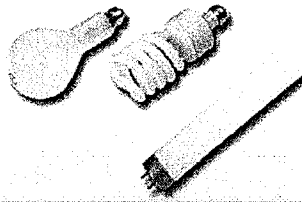
Product Details

Make & Model	
UNSPSC	40172500
Brand	HD Supply
Manufacturer Part Number	549867
Specifications	
Country of Origin	CHINA
Made in the USA	No
Nominal Fitting Connection Size 1	1/2"
Packaging Dimensions	
Depth	2.2 in

Customers Who Viewed This Item Ultimately Purchased

- Maintenance Warehouse® Wood Round Toilet Seat Package Of 6 Part # 568501
- Maintenance Warehouse® Stainless Steel Faucet Supply Line 20" 3/8 x 1/2

Huge Savings!



Clearance on Light Bulbs
Shop Now While Supplies Last

Packaging Dimensions

Height	18.0 in
Weight	8.0 lb
Width	2.2 in

Assembled Dimensions


Product Features

FOB	No
JWOD	No
Inlet Fitting End Type	Compression
Outlet Fitting End Type	Compression
Product Description	Maintenance Warehouse® Quarter-Turn Angle Stop Valve "Pkg Of 10" - 1/2" Nominal (5/8" OD) Compression x 3/8" OD Compression
Stop Valve Type	Quarter Turn
TAA/BAA	No


Certification & Standards

ADA Approved	No
GSA Approved	No
UL Listed	No


10PK
Part # 546426




Maintenance Warehouse®
Stainless Steel
Faucet Supply
Line 16" 3/8 x 1/2
10PK
Part # 546376



Maintenance Warehouse®
Stainless Steel
Toilet Supply 12"
3/8 x 7/8 10PK
Part # 546476



Maintenance Warehouse®
Stainless Steel
Faucet Supply
Line 12" 3/8 x 1/2
10PK
Part # 546326



Aspen Chrome
Diverter Tub
Spout For 1/2
FIP
Part # 425168



Hello, Tom Goodwin
Account # 503850
Account ▾

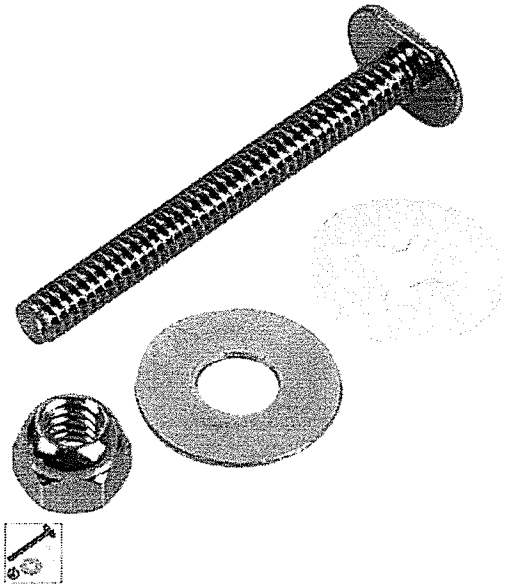
Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

▶ Shop Now While Supplies Last

Home / Toilet Bowl Bolts 5/16" x 2-1/4" Brass Plated Package Of 10



Toilet Bowl Bolts 5/16" x 2-1/4" Brass Plated Package Of 10

Part #: 569160

5/16 x 2-1/4" Brass-Plated Toilet Bolt "Pkg Of 10" - Brass-Plated Steel Bolts

1+ \$4.49

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

Check Stock

Customers Who Viewed Toilet Bowl Bolts 5/16" x 2-1/4" Brass Plated Package Of 10 Also Viewed these items for US Communities

- | | | | | | |
|---|---|---|---|---|--|
| | | | | | |
| Toilet Bowl Bolts 5/16" x...
Part # 500752 | Toilet Tank Bolts 5/16" x...
Part # 569205 | Tank To Bowl Gasket and...
Part # 569105 | Tank To Bowl Gasket...
Part # 569080 | Universal Toilet Wax Ring...
Part # 569284 | Bathtub Overflow Plate 2...
Part # 543100 |

PRODUCT DETAILS

- Make & Model
- Specifications
- Packaging Dimensions
- Assembled Dimensions
- Product Features
- Certification & Standards

Product Details

Make & Model

UNSPSC	31161600
Brand	HD Supply
Manufacturer Part Number	569160

Specifications

Country of Origin	CHINA
UPC	752340000423
Made in the USA	No

Packaging Dimensions

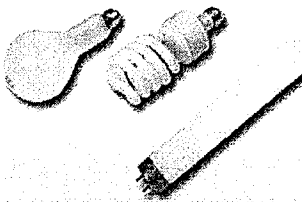
Depth	4.15 in
Height	1.5 in

Customers Who Viewed Toilet Bowl Bolts 5/16" x 2-1/4" Brass Plated Package Of 10 Ultimately Bought these products For US Communities

Fluidmaster®
Flush Valve 2"
Universal
Part # 500395

Maintenance
Warehouse®
Plastic Round
Toilet Seat
Package Of 10
Part # 568320

Huge Savings!



Clearance on Light Bulbs
Shop Now While Supplies Last

Packaging Dimensions

Weight	0.64 lb
Width	4.55 in


Assembled Dimensions


Product Features


FOB	No
JWOD	No
TAA/BAA	No
UPC Code	752340000423


Certification & Standards

ADA Approved	No
GSA Approved	No
UL Listed	No

 Fluidmaster
Jumbo Toilet
Wax Ring
Part # 569293

 Toilet Tank Bolts
5/16" x 3" Solid
Brass Bolts
Package Of 10
Part # 569200

 Toilet Bolt Caps
Package Of 25
Part # 567100

 Delta-Peerless
Faucet Seat
10Pk
Part # 498400



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

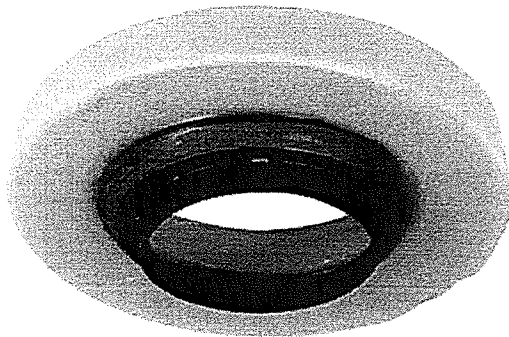
▶ [Shop Now While Supplies Last](#)

Home / Fluidmaster Toilet Wax Ring Package Of 6

Fluidmaster Toilet Wax Ring Package Of 6

Part #: 569291

Fluidmaster® Toilet Bowl Wax Ring "Pkg Of 6"



1+ \$9.17

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns







QTY

1

[Check Stock](#)



Customers Who Viewed Fluidmaster Toilet Wax Ring Package Of 6 Also Viewed these items for US Communities

- | | | | | | |
|--|---|--|--|--|--|
| 
Toilet Bowl Bolts 5/16" x...
Part # 569160 | 
Universal Jumbo Toilet Wax...
Part # 569283 | 
Water Heater Drain Valve
Part # 500745 | 
Electric Water Heater...
Part # 207100 | 
Watts T and P Valve...
Part # 640570 | 
Toilet Bowl Bolts 5/16" x...
Part # 500752 |
|--|---|--|--|--|--|

Alternate Parts



Universal Toilet Wax Ring Package Of 6
Part # 569281

PRODUCT DETAILS

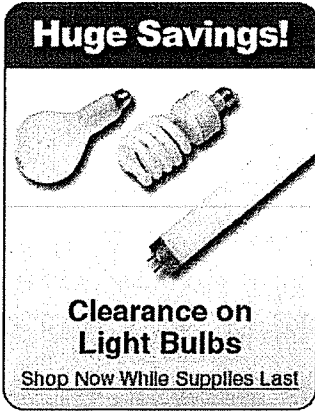
- [Make & Model](#)
- [Specifications](#)
- [Packaging Dimensions](#)
- [Assembled Dimensions](#)
- [Product Features](#)

Product Details

Make & Model	
UNSPSC	30181511
Brand	Fluidmaster
Manufacturer Part Number	7511P6

Customers Who Purchased Fluidmaster Toilet Wax Ring Package Of 6 also Purchased the items For US Communities

Certification & Standards



Specifications

Country of Origin	MEXICO
UPC	039961075215
Made in the USA	No

Packaging Dimensions

Depth	11.3 in
Height	6.2 in
Weight	2.25 lb
Width	6.7 in

Assembled Dimensions

Product Features

FOB	No
JWOD	No
TAA/BAA	Yes
UPC Code	039961075215

Certification & Standards



ADA Approved	No
GSA Approved	Yes
UL Listed	No

Seasons®

Plastic
Elongated Toilet
Seat
Standard-Duty
Part # 568700

Niagara® Stealth

0.8 GPF Toilet
Tank 12"
Rough-In Floor
Or Back Outlet
Part # 772044

American
Standard®

Cadet® PRO
Elongated Toilet
Bowl
Part # 404768

Universal Toilet
Wax Ring

Package Of 8
Part # 569257

Fluidmaster
Jumbo Toilet

Wax Ring
Part # 569293

Toilet Tank Bolts

5/16" x 3" Solid
Brass Bolts and
Nuts Package Of
10
Part # 569205



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

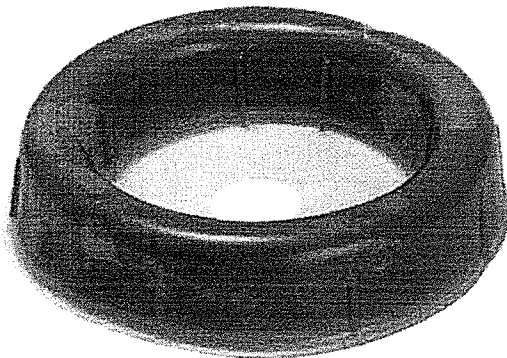
▶ [Shop Now While Supplies Last](#)

Home / Universal Toilet Wax Ring Package Of 8

Universal Toilet Wax Ring Package Of 8

Part #: 569257

Standard Toilet Bowl Wax Ring "Pkg Of 8"



1+ \$8.09

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

[Check Stock](#)



Customers Who Viewed This Item Also Viewed

- | | | | | | |
|--|--|--|--|---|---|
| | | | | | |
| Maintenance Warehouse@...
Part # 546476 | Universal Jumbo Toilet Wax...
Part # 569283 | Fluidmaster Jumbo Toilet...
Part # 569293 | Toilet Bowl Bolts 1/4" x...
Part # 569152 | Universal Toilet Wax Ring...
Part # 569284 | Universal Urinal Wax Ring...
Part # 569259 |

PRODUCT DETAILS

- Make & Model
- Specifications
- Packaging Dimensions
- Assembled Dimensions
- Product Features
- Certification & Standards

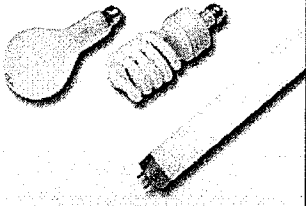
Product Details

Make & Model	
UNSPSC	30181511
Brand	HD Supply
Manufacturer Part Number	569257
Specifications	
Country of Origin	MEXICO
UPC	078864070818
Made in the USA	No
Packaging Dimensions	
Depth	11.3 in
Height	6.2 in

Customers Who Viewed Universal Toilet Wax Ring Package Of 8 Ultimately Bought these products For US Communities

- Universal Toilet Wax Ring Package Of 6 Part # 569281
- Seasons® Plastic Elongated Toilet Seat Standard-Duty Part # 568700

Huge Savings!



Clearance on Light Bulbs

Shop Now While Supplies Last

Packaging Dimensions

Weight	3.0 lb
Width	7.2 in

Assembled Dimensions


Product Features


FOB	No
JWOD	No
TAA/BAA	Yes
UPC Code	10078864070818


Certification & Standards




ADA Approved	No
GSA Approved	Yes
UL Listed	No

 Toilet Bowl Bolts
5/16" x 2-1/4"
Solid Brass
Break-Off Design
Package Of 10
Part # 500752

 Fluidmaster
Toilet Wax Ring
Package Of 6
Part # 569291

 Sink Strainer Fits
3-1/2"-4"
Opening
Part # 409890

 Toilet Tank Lever
Brass-Plated
Arm Brushed
Nickel Handle
Package Of 2
Part # 595535



Hello, Tom Goodwin
Account # 503850
Account ▾

Phone Orders: 1-800-431-3000 Website Help: 1-877-694-4932

Save
Up To **30%**

CLEARANCE – Locksets & Hardware

▶ [Shop Now While Supplies Last](#)

Home / Toilet Bolt Caps Package Of 25

Toilet Bolt Caps Package Of 25

Part #: 567100

White Two-Piece Round Toilet Cap "Pkg Of 25"



1+ \$5.84

Free Shipping (lower 48 states)
Next-Day Delivery*
Hassle-Free Returns

QTY

Check Stock



Customers Who Viewed This Item Also Viewed

- | | |
|---|--|
|
Toilet Bolt Caps Package Of 25
Part # 567000 | |
|---|--|

PRODUCT DETAILS

- Make & Model
- Specifications
- Packaging Dimensions
- Assembled Dimensions
- Product Features
- Certification & Standards

Product Details

Make & Model

UNSPSC	40172408
Brand	HD Supply
Manufacturer Part Number	567100

Specifications

Country of Origin	CHINA
UPC	752340000478
Made in the USA	No

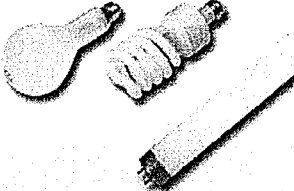
Packaging Dimensions

Depth	4.4 in
Height	1.85 in

Customers Who Purchased Toilet Bolt Caps Package Of 25 also Purchased the items For US Communities

- Universal Toilet Wax Ring
 Package Of 6
 Part # 569281
- Sink Basket Lug Post Bottom
 Stainless Steel
 Package Of 5
 Part # 409850

Huge Savings!



Clearance on Light Bulbs
Shop Now While Supplies Last

Packaging Dimensions

Weight	0.24 lb
Width	9.15 in

Assembled Dimensions

Product Features

FOB	No
JWOD	No
TAA/BAA	No
UPC Code	752340000478

Certification & Standards

ADA Approved	No
GSA Approved	No
UL Listed	No

Toilet Tank Lever
Metal Alloy Arm
Chrome Handle
Package Of 2
Part # 569550

Fluidmaster®
Flush Valve 2"
Universal
Part # 500395

Toilet Bowl Bolts
5/16" x 2-1/4"
Brass Plated
Package Of 10
Part # 569160

Toilet Bowl Bolts
5/16" x 2-1/4"
Solid Brass
Break-Off Design
Package Of 10
Part # 500752