



Housing Authority of the City of Alameda

701 Atlantic Avenue, Alameda, CA 94501 ~ Phone: (510) 747-4300 ~ Fax: (510) 522-7848 ~ TDD: (510) 522-8467 ~ Web: www.alamedahsg.org

PROJECT MANUAL

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF CONTRACT, GENERAL REQUIREMENTS AND SPECIFICATIONS

FLOOR COVERING REPLACEMENT AT HOUSING AUTHORITY RESIDENTAL UNITS

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Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

May 30 2014

Dear Contractor:

The Housing Authority of the City of Alameda (AHA) is requesting sealed bids from C15 licensed flooring contractors for providing and installing finished flooring (carpet, pad, baseboard and resilient sheet flooring) in AHA residential units. Floor covering generally is replaced when a unit is vacated or on a cyclical basis every five (5) years. As such, the AHA expects to replace floor covering in approximately fifty (50) to seventy (70) units between July 1 and June 30 of each fiscal year. At its option, AHA may renew the contract for up to two additional fiscal years contingent upon funding and a good contractor performance evaluation.

This Invitation for Bids (IFB) is intended to award a contract for this work. Minority-owned, women-owned, emerging small businesses and disabled veterans businesses are encouraged to apply.

- PROJECTED START DATE:** July 7, 2014
- MANDATORY PRE-BID CONFERENCE:** Tuesday June 10, 2014, 2:00 p.m., at 701 Atlantic Avenue, Alameda CA.
- QUESTION AND ANSWER DEADLINE:** Tuesday June 17, 2014, 2:00 p.m. (Please email all questions to kabidi@alamedahsg.org.)
- BID DEADLINE AND BID OPENING:** Tuesday June 24, 2014, 2:00 p.m., at the offices of the AHA located at 701 Atlantic Avenue, Alameda, California

BID FORMAT

Bids must be sealed and marked "Sealed Bid – Do Not Open." If you mail your bid, it will be date and time stamped when AHA mail is generally opened. If hand-delivered or sent by courier, be sure that the sealed envelope is date- and time-stamped by the AHA Receptionist.

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

Contractors will have the opportunity to participate in a Pre-Bid Conference scheduled for the advertised date, time and location.

Attendance at this conference is mandatory. All bidders are expected to be familiar with the project, federal, state and local requirements and specifications and to submit bids that are informed and accurate. Bids submitted by Contractors who have not attended the mandatory pre-bid conference and site visit will be rejected.

Bidder must be actively licensed as a C15 flooring contractor by the California State Licensing Board for a minimum of five (5) consecutive years with verifiable experience in the replacement of floor coverings in multifamily and senior citizen complexes. Bids submitted by Contractors who do not meet the minimum requirement for licensing will be rejected. This requirement shall also apply to all Subcontractors.

QUESTION/ANSWER DEADLINE At AHA's discretion, no questions will be accepted after the advertised date and time. (Please email all questions to kabidi@alamedahsg.org.)

BID DEADLINE AND BID OPENING

Bids will be opened and announced at the advertised date, time and location. No award will be made on this date.

BID PACKAGES

Bid packages may be downloaded from the AHA website under "Procurement", <http://www.alamedahsg.org/bids.html>. If you need assistance with finding or downloading the bid package from the AHA website, please contact Marie Long, Facilities Project Specialist, at (510) 747-4326.

WAGE RATES

California prevailing wage rates in effect as of July 7, 2014, apply to all work being performed. (See California State Department of Industrial Relations website <http://www.dir.ca.gov/DLSR/PWD>.)

CONTRACT AWARD

Staff will analyze all bids and submit the lowest responsible bid to the Executive Director for approval.

As soon as all required documentation is received (e.g., insurance certificate and additional insured endorsement, copy of business license, payment and performance bonds or letter of credit), a Notice to Proceed will be issued for work to begin within five (5) calendar days. Contract shall terminate on June 30, 2015 with an AHA option to renew the contract for up to two (2) additional fiscal years contingent upon funding and a satisfactory contractor performance evaluation.

ACCEPTANCE OR REJECTION OF BIDS

AHA reserves the right to reject any and all bids, to waive informalities in any bid received and to re-solicit bids in the event no tendered bids are found acceptable. Each bidder, by tendering a bid, automatically agrees to hold harmless AHA, it's elected and appointed governing bodies, its employees and any others involved in the preparation of this document, review of the bids and award of the contract. Bid protests should be made in writing in accordance with the document entitled "Bid Protests or Appeals."

If you have any questions, please email them to Keivan Abidi, Facilities Project Manager, at kabidi@alamedahsg.org. We look forward to receiving your bid for this project.

Sincerely,



Michael T. Pucci
Executive Director



END OF DOCUMENT

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. Bid Preparation and Submission

- (a) **Pre Bid Investigations:** Bidders are expected to examine the specifications, drawings, instructions, and 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.

Prior to bidding, Bidders must examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, access, storage, progress, or performance of the Work; examine all information available regarding as built conditions and underground conditions, consider Federal, State, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify AHA of all conflicts, errors, or discrepancies noted in the Contract Documents. Before submitting a Bid, each Bidder, at Bidder's own expense, is encouraged to make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. Where feasible, upon request in advance, the AHA will provide each Bidder reasonable access to the site to conduct such explorations and tests as each Bidder deems necessary for submittal of a Bid. The Bidder shall fill all exploration and test holes made by the Bidder and shall clean up and restore the site to its former condition upon completion of such exploration.

- (b) **Bid Submission:** All bids must be submitted on the forms provided by the Housing Authority of the City of Alameda (AHA). 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).

The Bid shall be made on the Bid Form sheets provided by AHA. The Bidding Documents that must be returned with the Bid are:

- Bid Form and Executive Orders;
- Designation of Licensed Subcontractors Form;
- Profile of Firm Form;
- Insurance Information Form;
- Safety Experience Form;
- Risk to Children, Senior and Vulnerable Adults Form;
- References Form;
- Non-Collusion Affidavit; and
- Statement of Qualifications Form

Failure of Bidder to submit all of the required Bidding Documents may render the Bid non-responsive and may cause its rejection.

- (c) Bids may not be "conditioned". Bids containing conditions will be disqualified.

- (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.
 - (1) The envelope enclosing the sealed bids shall be opaque, plainly marked in the upper left-hand corner with the name and address of the Bidder, and shall bear the words "SEALED BID-DO NOT OPEN", followed by the project name and project number for the Work, the name of the agency, the address where the bids are to be delivered or mailed to, and the date and hour of opening of Bids. The Bid Security shall be enclosed in the same envelope with the Bid.
- (e) This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- (f) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

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 no later than the advertised date and time. Requests will ONLY be accepted by email to kabidi@alamedahsg.org. 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. Only questions that have been answered by formal written Addenda will be binding. Oral and interpretations or clarifications will be without legal or contractual effect.
- (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 the AHA 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 AHA's requirements.
- (c) Amendments will be on file in the offices of the AHA seven (7) days before bid opening.

Substitutions: Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in addenda.

- (1) Except as provided in Paragraph (4) below, AHA will consider substitution requests only for "or equal" items. Bidders wanting to use "or equal" item(s) may submit a Substitution Request Form no later than ten (10) calendar days after the issuance of the Notice of Award. After that date, AHA will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in the Substitution Request Form. Insufficient information will be grounds for rejection of substitution. AHA shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an equal item. AHA's decision shall be conclusive on all Bidders.
- (2) Approved substitutions shall be listed in Addenda and become part of Contract Documents.
- (3) Substitutions may be requested after the time indicated above only in accordance with requirements specified in the Contract Documents.

- (4) As a limitation on Bidder's privilege to substitute "or equal" items, the AHA has found that certain items are designated as AHA standards and certain items are designated to match existing items in use on a particular improvement either completed or in the course of completion or are available from one source. As to such items, AHA will not permit substitution.

4. Responsibility of Prospective Contractor

- (a) The AHA 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 AHA 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 AHA 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.
- (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 time of receipt at the AHA is the time/date stamp of AHA on the proposal wrapper or other documentary evidence of receipt maintained by the AHA.
- (d) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the AHA will be considered at any time it is received and may be accepted.
- (e) Bids may be withdrawn by written notice at any time before the exact time set for opening of bids. 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

- (a) 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 or as modified by an addendum. Bidders and other interested persons may be (but are not required) to be present at Bid Opening.
- (b) Discrepancies in Bids: The Bidder shall furnish a price for all Bid Items on the form and failure to do so will render the Bid as non-responsive and may cause its rejection.
- (c) The AHA reserves the right to reject any and all bids, to waive informalities in any bid received and to re-solicit bids in the event no tendered bids are found acceptable. Each bidder, by tendering a bid, automatically agrees to hold harmless the AHA, its elected and appointed governing bodies, its employees and any others involved in the preparation of this document, review of the bids and award of the contract. Bid protests should be made in writing in accordance with the document entitled "Bid Protests or Appeals."

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:

Michael T. Pucci, Executive Director
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

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

(d) Bid Protest:

Any Bid protest must be submitted before 5:00 p.m. (as determined by the clock in the reception area) of the fifth (5th) business day following Bid opening in writing to:

Michael T. Pucci, Executive Director
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

- (1) The initial protest document must contain a complete statement of the basis for the protest.
- (2) The protest must refer to the specific portion of the document that forms the basis for the protest.
- (3) The protest must include the name, address and telephone number of the person representing the protesting party.
- (4) Only Bidders who the AHA otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, AHA may conduct the same investigation and evaluation as AHA is entitled to take regarding an apparent low bidder.
- (5) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- (6) The procedure and time limits set forth in this paragraph are mandatory and are Bidder’s sole and exclusive remedy in the event of Bid protest. Bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

8. Contract Award

- (a) The AHA 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 AHA considering only price and any price-related factors specified in the solicitation. Award of Contract, if it be awarded, will be made to the lowest, responsive, responsible Bidder. AHA may reject any or all Bids and waive any informalities, minor irregularities or inconsequential deviations in the Bids. AHA also reserves the right, in its discretion, to reject any or all Bids and to re-bid the project. AHA reserves the right to reject any or all non-conforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if AHA believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by AHA. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.
- (b) If the apparent low bid received in response to this solicitation exceeds the AHA's available funding for the proposed contract work, the AHA may either accept or reject separately priced items (see 8(e) below) or use the following procedure to determine contract award. The AHA 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 AHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the AHA shall apply the second deductible item. The AHA shall continue this process until an evaluated low bid, if any, is within the AHA's available funding. If upon the application of all deductibles, no bid is within the AHA's available funding, or if the solicitation does not request separately priced deductibles, the AHA shall follow its written policy and procedures in making or not making any award under this solicitation.
- (c) In the case of tie low bids, award shall be made in accordance with the AHA's written policy and procedures.
- (d) The AHA 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 AHA's written policy and procedures.
- (e) The AHA may reject any bid as non-responsive 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.
- (f) 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. The AHA shall issue Notice of Award to the lowest responsible Bidder enclosing the Contract Documents prior to award of the Contract. The successful Bidder shall within 15 business days provide the documents listed in the Notice of Award.
- (g) Failure or refusal to enter into an Agreement as herein provided, timely provide the documents listed in the Notice of Award, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive and responsible Bidder refuses or fails to execute the Agreement, AHA may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, AHA may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such bidder's Bid Securities shall be likewise forfeited to AHA.
- (h) Apparent Low Bid: Apparent low bid will, unless otherwise expressly provided in Bid Form, be based solely on the amount of the total lump sum bid price. All Bidders are required to submit Bids on all Bid items (including any alternates).

9. 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 shall be 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.
- (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.
- (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 AHA may grant based upon reasons determined adequate by the AHA, shall render the bidder ineligible for award. The AHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The AHA may retain the ineligible bidder's bid guarantee.

10. Mandatory Pre-Bid Conference

Contractors will have the opportunity to participate in a Pre-Bid Conference and Site Visit on the advertised date, time and location. Attendance at this conference is mandatory. All bidders are expected to be familiar with the project, local conditions and specifications and to submit bids that are informed and accurate.

11. Mandatory Pre-Construction Conference

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 AHA and other interested parties convened by the AHA. 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., Labor Standards). The AHA will provide the successful bidder with the date, time, and place of the conference.

END OF DOCUMENT

DOCUMENTS TO BE RETURNED WITH BID

CHECK ALL DOCUMENTS SUBMITTED AND INCLUDE THIS DOCUMENT WITH BID

1. COMPLETED BID FORM AND EXECUTIVE ORDERS;
2. COMPLETED DESIGNATION OF LICENSED SUBCONTRACTORS FORM;
3. COMPLETED PROFILE OF FIRM FORM;
4. COMPLETED INSURANCE INFORMATION FORM;
5. COMPLETED SAFETY EXPERIENCE FORM;
6. COMPLETED RISK TO CHILDREN, SENIOR AND VULNERABLE ADULTS FORM;
7. COMPLETED REFERENCES FORM;
8. COMPLETED AND NON- COLLUSION AFFIDAVIT; and
9. COMPLETED STATEMENT OF QUALIFCATIONS FORM

FAILURE TO SUBMIT ALL OF THE REQUIRED BIDDING DOCUMENTS MAY RENDER THE BID NON-RESPONSIVE AND MAY CAUSE ITS REJECTION.

END OF DOCUMENT

PROFILE OF FIRM

(1) Prime Subcontractor (This form must be completed by and for each).

(2) Name of Firm: _____ Tel: _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Please attach a brief biography/resume of the company, including the following information:

(5) Identify Principals/Partners in Firm (submit hereunder a brief professional resume for each):

| NAME | TITLE | % OF OWNERSHIP |
|------|-------|----------------|
| | | |
| | | |
| | | |

(6) Identify the individual(s) that will act as project manager(s) and any other supervisory personnel that will work on project; please submit hereunder a brief resume for each. (Do not duplicate any resumes required above):

| NAME | TITLE |
|------|-------|
| | |
| | |
| | |

(7) Bidder Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Caucasian American (Male)
_____ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

African-American _____ %
 Native-American _____ %
 Hispanic-American _____ %
 Asian/Pacific Islander-American _____ %

Woman-Owned (MBE) _____ %
 Woman-Owned (Caucasian) _____ %
 Other (Specify) _____ %

WMBE Certification Number: _____

Certified by: _____

(THIS IS ONE OF TWO PAGES – BOTH PAGES MUST BE COMPLETED)

- (8) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California—or any local government agency within or without the State of California? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (9) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the AHA? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (10) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the AHA discovers that any information entered herein is false, that shall entitle the AHA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

END OF DOCUMENT

BID FORM

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (AHA)

PROJECT: FLOOR COVERING REPLACEMENT AT HOUSING AUTHORITY RESIDENTAL UNITS

BID DEADLINE AND BID OPENING: JUNE 24, 2014, 2:00 P.M. AT THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA, 701 ATLANTIC AVENUE, ALAMEDA, CA.

1. The undersigned, having become familiar with the local conditions and federal requirements affecting the cost of work and with the Invitation for Bid, hereby submits this bid for all work shown on the Contract Specifications. It is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of acceptance of this bid is mailed or otherwise delivered to the undersigned within 90 days after the opening thereof, the undersigned agrees to execute the delivery of a contract in the prescribed form.
2. A bid bond is not required as security for this bid.
3. The bidder represents that he/she has [] / has not [] participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 (see excerpts following this form); that he/she has [] / has not [] filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from this clause.)
4. The contractor covenants and agrees that he/she possesses the necessary skill required to determine the adequacy of the drawings and specifications for the purpose of arriving at the contract price, and that he/she has exercised this skill, and that he/she find said drawings and specifications fit and sufficient for the purpose intended and free from ambiguities.
5. Each bidder must possess a valid California Contractor's license in the Classification covering the work required by this contract at the time of the bid opening date.

AWARD WILL BE MADE BASED UPON THE LOWEST RESPONSIBLE LUMP SUM TOTAL

PROVIDE PRICING FOR THIS PROJECT AS FOLLOWS:

All bidders attest to having examined the Invitation for Bids (IFB), including the Contract Specifications as Modified and the project site. Bidders must complete and submit this form as a part of their bid.

The undersigned proposes to complete the Scope of Work as outlined in the specifications for the following amount:

Cost to replace flooring in a Studio Unit: _____

Cost to replace flooring in a One Bedroom Unit: _____

Cost to replace flooring in a Two Bedroom Unit: _____

Cost to replace flooring in a Three Bedroom Unit: _____

Cost to replace flooring in a Four Bedroom Unit: _____

Cost to replace flooring in a Five Bedroom Unit: _____

Lump Sum Total: _____

Percentage Increase for Year 2: _____

Percentage Increase for Year 3: _____

ACKNOWLEDGEMENT OF ADDENDA:

Addenda #1 _____ Date: _____

Addenda #2 _____ Date: _____

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The following are excerpts from Executive Orders 10925, 11114 and 11246.

**Executive Order 10925
Establishing the President's Committee on Equal Employment Opportunity**

This Executive Order established the President's Committee on Equal Employment Opportunity. It outlines obligations under government contracts and subcontracts. It includes the following provisions:

"(1) the contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin.

"(2) the contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) the contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**Executive Order 11114
Extending the Authority of the President's Committee on Equal Employment Opportunity**

This Executive Order amends the previous Executive Order to clarify the authority of the President's Committee on Equal Employment Opportunity.

Section 301 of Executive Order No. 10925 of March 6, 1961, is amended to read: Except in contracts exempted in accordance with section 303 of this order, all Government contracting agencies shall include in every Government contract hereafter entered into the provisions that are shown in the Housing Authority's standard contract.

**Executive Order 11246
EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin**

This Executive Order outlines the affirmative action guidelines required for contracts involving federal funding. Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce. If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity. Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

BID SUBMITTED BY:

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that the Housing Authority will be relying on this certification if it awards the Contract to the undersigned.

Name of Company Phone:

Address of Company

Signature of Authorized Representative

Printed name of Authorized Representative

CA Contractors License # and expiration date

STATEMENT OF QUALIFICATIONS

This statement must be fully completed and submitted with bid

All questions must be answered, with responses clear and complete. Attach additional pages if needed.

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: Housing Authority of the City of Alameda
Address: 701 Atlantic Avenue, Alameda CA 94501

Submitted by: _____

Full Corporate Name of Company: _____

Year Company Established _____

Name of principal contact: _____

Federal Tax ID#: _____

Contractors License#: _____

City of Alameda Business License # _____

Mailing Address: _____

Phone#: _____ Fax# _____

Email address: _____

Name of Project: _____

Type of work: _____

A. Organization:

- How many years has your company been in business as a Contractor in the State of California for the specified type of work?

- How many years has your company been in business under its present business name in the State of California?

- If your company is a corporation, answer the following:
 1. Date of incorporation:
 2. State of incorporation:
 3. President's name:
 4. Applicable business and trade licenses :

- If your company is a partnership, answer the following:
 5. Date of licensing:
 6. Type of partnership:
 7. Name(s) of general partner(s):

- If your company is individually owned, answer the following:
 1. Date of licensing:
 2. Name of owner:

- How many employees does your company currently employ?

- How many Supervisors and Foreman does your company employ?

B. Licensing:

- List jurisdictions and trade categories in which your company is legally qualified to do business and indicate registration or license numbers, if applicable.

C. Experience:

- List all Claims and Suits within the last five (5) years. (If the answers to any of the questions below are yes, please attach details.)

- Has your company ever failed to complete any work awarded to it?
 Yes No

- If yes, what was the name of the contract and what was the reason for default?

- Has your company ever refused to sign a contract after award of the proposal?
 Yes No

- If yes, what was the name of the contract and reason for refusal?

- Has your company or subsidiaries or principals ever been debarred from government contracts?
 Yes No

- If yes, please identify party and state the reason.

- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your company or its officers? If so, please list.

- Has your company filed any law suits or requested arbitration with regards to construction contracts within the last five years? If so, please list.

D. Bonding and Financial Information:

- Surety:_____
- Name of bonding company:_____
- Name and address of agent:_____
- _____
- _____

- Upon request, will you complete a detailed financial statement and furnish any other information required by the Housing Authority of the City of Alameda?

Yes No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information request by the Housing Authority of the City of Alameda, verifying the declarations included in this Statement of Qualifications.

By: _____ Date: _____

Title: _____

END OF DOCUMENT

INSURANCE INFORMATION FORM

WORKER'S COMPENSATION:

CARRIER: _____

ADDRESS: _____

PHONE: _____

POLICY NUMBER: _____

GENERAL LIABILITY:

CARRIER: _____

ADDRESS: _____

PHONE: _____

POLICY NUMBER: _____

POLICY LIMITS: \$ _____

AUTOMOTIVE LIABILITY:

CARRIER: _____

ADDRESS: _____

PHONE: _____

POLICY NUMBER: _____

POLICY LIMITS: \$ _____

END OF DOCUMENT

SAFETY EXPERIENCE FORM

The following statements as to safety experience of Bidder are submitted with bid, as part thereof, and the truthfulness and accuracy of information are guaranteed by Bidder.

1. List your firm's interstate Experience Modification Rate for the last three years.

2011 ____ 2012 ____ 2013 ____

2. Use your last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

3. Employee hours worked last year _____

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA, CALIFORNIA, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

END OF DOCUMENT

RISK TO CHILDREN, SENIOR AND VULNERABLE ADULTS

If the work pursuant to this contract requires or may result in contact with children, senior or vulnerable adults, the Contractor shall not use any employee, volunteer, intern or agent for this contract who it has reason to believe may pose a risk to such children, senior or vulnerable adults; or who have been convicted of a crime against children, senior or vulnerable adults.

Before using any employee, volunteer, intern or agent for this contract, Contractor will procure and examine criminal conviction records and exclude any person not meeting this contract agreement.

I CERTIFY THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE.

SIGNATURE

DATE

END OF DOCUMENT

LICENSED SUBCONTRACTORS LIST

Bidder submits the following information as to the licensed subcontractor's Bidder intends to employ if awarded the Contract. Subcontractor must be an actively licensed Contractor by the California State Licensing Board for a minimum of five (5) consecutive years specializing in the listed work.

| Name of Licensed Subcontractor and Location of Mill or Shop | License # | Description of Work: Reference to Contract Items | WBE/ MBE |
|--|-----------|---|-------------|
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(Attach additional sheets if necessary)

END OF DOCUMENT

NON-COLLUSION DECLARATION

Public Contract Code § 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

_____, being first duly sworn, deposes and says that he or she is
(Name of Principal of Bidder

_____ of _____, the party making
(Office of Affiant) (Name of Bidder)

the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding, and that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder; that all statements contained in the bid are true; and further, that Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Executed under penalty of perjury under the laws of the State of California:

(Name of Bidder)

(Signature of Principal)

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____,
2014, by _____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

END OF DOCUMENT

REFERENCES FORM

All persons submitting a bid must submit at least three (3) references for projects of similar size and scope. Please provide name of company, agency or person for whom the service was performed, address, telephone number and e mail address:

1. Company Name: _____
Contact Person: _____
Address: _____
Telephone Number: _____
E-mail Address: _____

2. Company Name: _____
Contact Person: _____
Address: _____
Telephone Number: _____
E-mail Address: _____

3. Company Name: _____
Contact Person: _____
Address: _____
Telephone Number: _____
E-mail Address: _____

END OF SECTION

CONTRACTING REQUIREMENTS

DRAFT BOILERPLATE CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (the "Agreement") is entered into this ____ day of _____ 20____, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA (hereinafter referred to as "AHA"), and (NAME OF CONTRACTOR), (a California corporation, partnership, sole proprietor, individual, joint venture) License No. _____ whose address is _____, (hereinafter referred to as Contractor), in reference to the following:

RECITALS:

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. AHA and Contractor desire to enter into an agreement for _____ (the "Work"), in accordance with Specifications, Special Provisions and Plans, filed in the office of the AHA on _____.

NOW, THEREFORE, it is mutually agreed by and between the undersigned as follows:

1. TERM:

The Contractor shall begin work on the date set forth in the Notice to Proceed from AHA to commence the work (the "Commencement Date") and shall diligently prosecute the work to completion within the number of calendar days set forth in the Notice to Proceed (the "Contract Time").

By executing this Agreement, Contractor has accounted for and anticipated foreseeable delays, and confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall have the sole and exclusive responsibility for completing the Work according to the Progress Schedule. To the extent applicable, the Progress Schedule shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work; provided, however, the Contract Time may only be adjusted as permitted by this Agreement and the General Conditions.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Scope of Work and Specifications, and General Conditions, which Scope of Work and Specifications, and General Conditions, are attached hereto as Exhibits "B", and "C", respectively, and are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount of \$ _____ (the "Contract Sum") and in a manner as set forth in Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the AHA based upon Contractor's submitted and approved Schedule of Values, with checks drawn on the treasury of said AHA. Payment shall be made for ninety five percent (95%) of the value of the work. The AHA shall retain five percent (5%) of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

4. **TIME IS OF THE ESSENCE:**

Contractor and AHA agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the Contract Time, damage will be sustained by the AHA, and that it is and will be impracticable to determine the actual damage which the AHA will sustain in the event of and by reason of such delay and it is therefore agreed that the Contractor will pay to the AHA the sum of \$ _____ per day for each and every day's delay beyond the Contract Time; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the AHA may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. Such payments are as liquidated damages and are not a penalty.

If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the AHA. The Contractor remains liable for damages caused other than by delay.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified the AHA shall have the right to extend the time for completion or not, as may seem best to serve the interest of the AHA; and if it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which shall accrue during the period of such extensions.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

6. **INDEPENDENT PARTIES:**

AHA and Contractor intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Contractor shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, an AHA employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INSURANCE:**

Contractor shall maintain the insurance set forth in Section 33 of the General Conditions.

10. **BONDS:**

Contractor shall furnish the following bonds from a surety acceptable to the AHA Attorney in the form set forth in the Bid Documents:

10.1 **Performance:**

A bond in the amount of one hundred percent (100%) of the total contract price guaranteeing the faithful performance of this contract; and

10.2 **Payment:**

A payment bond in the amount of one hundred percent (100%) of the total contract price is required to provide a source of compensation for unpaid subcontractors, suppliers, or workers who have furnished goods or services for the project.

11. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venture or syndicate member or cotenant if Contractor is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12. **LICENSED SUBCONTRACTOR APPROVAL:**

Unless prior written consent from AHA is obtained, only those people and licensed subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement. Contractor may subcontract portions of the Work only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*

Requests for licensed subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed licensed subcontractor. Such request shall set forth the total price or hourly rates used in preparing an estimated cost for the licensed subcontractor's services.

In the event that Contractor employs licensed subcontractors, such licensed subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of the Contract Documents.

13. **PERMITS AND LICENSES:**

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City of Alameda business license and Building Permit that may be required in connection with the performance of services hereunder.

14. **REPORTS:**

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Neither report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by AHA. Contractor shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

15. **RECORDS:**

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.

All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of AHA or its designees, and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

16. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: _____

All notices, demands, requests, or approvals from AHA to Contractor shall be addressed to Contractor at:

NAME OF CONTRACTING FIRM
ADDRESS OF CONTRACTING FIRM
CITY, STATE AND ZIP CODE
ATTENTION: _____

17. **REQUIREMENT TO PAY PREVAILING WAGES:**

Consistent with State of California requirements regarding payment of prevailing wage rates on public works projects, Contractor shall comply with all requirements set forth in Labor Code section 1770 et seq. The AHA shall require payment of the general rate of per diem wages or the general rate of per diem wages for holiday and overtime work. Contractor will submit weekly certified payroll records to the AHA for all employees and subcontractors in a pre-approved format or an AHA-provided form.

Any delay in remitting certified payroll reports to the AHA upon request from the AHA will result in either delay and/or forfeit of outstanding payment to Contractor. Additional requirements regarding prevailing wages are set forth in the General Conditions.

18. **TERMINATION:**

AHA has the termination rights set forth in Sections 29 and 31 of the General Conditions.

19. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal, all City of Alameda ordinances, and rules and regulations enacted or issued by AHA.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

21. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

22. **CONFIDENTIALITY:**

22.1 **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA Client data.

22.2 **Nondisclosure and Nonuse Obligation.** Contractor agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Contractor may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Contractor agrees that it shall treat all Confidential Information with the same degree of care as the Contractor accords to its own Confidential Information, but in no case less than reasonable care. Contractor agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Contractor certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Contractor under this Agreement. Contractor shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

22.3 **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 22.2 ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Contractor can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

22.4 **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Contractor shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Contractor, ii) all tangible media of expression in Contractor's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Contractor's compliance with such obligations under this sentence.

23. **WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

24. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Contractor.

25. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein.

If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **CONTRACTOR REPRESENTATIONS:**

The Contractor represents and warrants the following to AHA (in addition to any other representations and warranties contained in the Contract Documents) as a material inducement to AHA to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and any termination of this Agreement:

27.1 The Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

27.2 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so;

27.3 The Contractor is authorized to do business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project;

27.4 Contractor is not in material breach of any agreement, nor is there any claim pending against Contractor that could materially adversely affect Contractor's ability to perform the Work;

27.5 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers; and

27.6 The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and will perform the Work with the care, skill, and diligence of such a Contractor.

27.7 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

27.8 Contractor has given AHA prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by the AHA is acceptable to Contractor.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Contracting Firm

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

NAME OF SIGNING PARTY
TITLE OF SIGNING PARTY
(PRESIDENT, VICE PRESIDENT OR CEO IF
CONTRACTING FIRM IS A CORPORATION)

Michael T. Pucci
Executive Director

SIGNATURE OF ONE OF THE FOLLOWING:
CORPORATE SECRETARY
ASSISTANT SECRETARY, CFO, TREASURER
OR ASSISTANT TREASURER
(IF CONTRACTING FIRM IS A CORPORATION)

END OF DOCUMENT

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1. Definitions

- (a) **“AHA”** means the Housing Authority of the City of Alameda organized under applicable state laws which is a party to this contract.
- (b) **“Architect” or “A/E”** means the person or other entity that may be engaged by AHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When AHA uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.
- (c) **“Claim,”** means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim.
- (d) **“Commencement Date”** has the meaning set forth in Section 1 of the Contractor Agreement.
- (e) **“Contract” or “Contract Documents”** means the Contractor Agreement entered into between the AHA and the Contractor, the Bid Documents, the Performance and Payment Bond or Bonds or other assurance of completion, these General Conditions of the Contract for Construction, the applicable wage rate determinations, and any special conditions included elsewhere in the contract, the Specifications, and Drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (f) **“Contracting Officer”** means the person delegated the authority by AHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of AHA in all dealings with the Contractor.
- (g) **“Contractor”** means the person or other entity entering into the contract with the AHA to perform all of the work required under the contract.
- (h) **“Contract Sum”** has the meaning set forth in Section 3 of the Contractor Agreement.
- (i) **“Contract Time”** has the meaning set forth in Section 1 of the Contractor Agreement
- (j) **“Drawings” or “Plans”** means the drawings (if any) contained in the Specifications showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams. .
- (k) **“Notice to Proceed”** Document issued by the AHA to the Contractor fixing the Commencement Date.
- (l) **“Progress Schedule” or “Schedule”** means the progress schedule of construction of the Project as provided by Contractor and approved by the AHA as further described in Section 5 below.
- (m) **“Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (n) **“Request for Information” (“RFI”)**: A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for the AHA to submit Contract Document clarifications or supplements to Contractor.

- (o) **“Request for Proposals” (“RFP”):** A document issued by AHA to Contractor whereby AHA may initiate changes in the Work or Contract Time as provided in Contract Documents.
- (p) **“Schedule of Values”** Itemized list for all of the Work including quantities and prices of items aggregating the Contract Sum which subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.
- (q) **“Site”** The particular geographical location of Work performed pursuant to Contract Documents.
- (r) **“Specifications”** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (s) **“Work”** means all labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

2. Contractor’s Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the Work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by AHA pursuant to the clause entitled Availability and Use of Utility Services herein. As part of the Work, Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and certification, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. The contractor will be responsible for pulling permits.

Contractor shall at all times be deemed an independent contractor. Divisions and sections of Specifications and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the work to be performed by any specific trade. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures. The Contractor shall coordinate work of various subcontractors, crafts, and trades as necessary to perform the Contract. All communications regarding subcontractors’ work shall be through the Contractor. No Subcontractor shall initiate direct contact or communication with the AHA or Architect.

Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Project shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation complete, satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under the specifications. Contractor shall perform incidental work without extra cost to AHA. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be include in price bid and Contract Sum.

- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 10 percent (unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the AHA.
- (c) At all times during performance of this contract and until the Work is completed and accepted, the Contractor shall directly superintend the Work or assign and have on the Work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor. Contractor shall assign a competent, full time superintendent to this Work who shall be at the job site at all times work is being performed. The superintendent shall represent the Contractor in his/her absence; all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor and its superintendent shall give efficient supervision to the Work, using their best skill and attention.

They shall carefully study and compare all Drawings, Specifications and other instructions and shall at once report to the AHA any error, inconsistency or omission which they may discover. The Contractor shall furnish the name of his superintendent to the AHA at the Preconstruction Conference. If any change is made during the progress of the Work, the AHA shall be notified in writing.

- (d) Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Contract.
- (e) The Contractor shall be responsible for all damages to persons or property caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, and shall promptly remedy any such damage. Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for the security of the tenant's property. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted under the contract.
- (f) The Contractor shall lay out the Work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the Work and will be held responsible for any error resulting from its failure to do so.
- (g) The Contractor shall confine all operations (including storage of materials) on AHA premises to areas authorized or approved by the Contracting Officer.
- (h) Contractor agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at the Work site, including individual units, common areas, and every building and adjoining grounds. Contractor shall ensure that his/her employees and suppliers comply with these prohibitions.
- (i) The Contractor shall at all times keep the Work area, including storage areas, free from accumulations of waste materials. After completing the Work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the AHA and all rubbish caused by its work; (2) leave the Work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition. Contractor is precluded from using AHA waste disposal dumpsters.
- (j) Contractor shall be allowed to operate on site weekdays only between the hours of 8:00 a.m. and 5:00 p.m. unless prior written approval has been secured from AHA to do otherwise.
- (k) The Contractor's responsibility will terminate when all Work has been completed, the final inspection made, and the Work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Other Contracts

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

4. Preconstruction Conference and Notice to Proceed

- (a) Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with representatives of the AHA, its Architect, and other interested parties convened by the AHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The AHA will provide the Contractor with the date, time, and place of the conference.

At the Pre-Construction Conference, Contractor shall produce for review with the AHA its initial draft form of Schedule of Values and Progress Schedule. Contractor shall secure the attendance at the Pre-Construction Conference of its listed subcontractors, major suppliers, its job superintendent and scheduling personnel. Agenda will include, but not be limited to, the following items.

1. Labor Compliance requirements
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor's on-site facilities
5. Security
6. Housekeeping
7. Submittals
8. Inspection and testing procedures, on-site and off-site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor's Initial Schedule
13. Contractor's Schedule of Values

- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

5. Construction Progress Schedule

- (a) The Contractor shall, within five days after the Commencement Date or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment) (the "Progress Schedule"). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the AHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the Contract Time. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

6. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to:

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
 - (2) the availability of labor, water, electric power, and roads;
 - (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - (4) the conformation and conditions of the ground; and
 - (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the AHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the AHA.
- (b) The AHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the AHA. Nor does the AHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.
- (c) Contractor shall verify figures shown before layout and request clarification or be responsible for correction. Contractor shall layout work and be responsible for lines, levels, and measurements; field verify all measurements before ordering or fabricating items. Before starting work, Contractor shall examine adjoining work on which installation is in any way dependent for perfect workmanship and fit and give written notification of any existing deficiencies detrimental to proper and timely installation of Work.

7. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of
- (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or
 - (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the AHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the Contract Sum, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

- (e) Hazardous Waste Notice by Contractor shall be given in writing to AHA promptly, before any of the following conditions are disturbed, and in no event later than 24 hours after first observance, of any (a) material that Contractor believes may be hazardous waste or hazardous material, NOT PREVIOUSLY DISCLOSED as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); (b) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Site.

Except as otherwise provided in Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous waste or hazardous material where such matter is disturbed or observed as part of the Scope of Work under Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under Contract Documents), where Contractor complies with all requirements in Contract Documents and applicable law respecting such materials.

Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in Contract Documents to be within the Scope of Work, and whether the hazardous waste or material was brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if (1) Contractor knew of the existence of such hazardous material or hazardous waste at the time Contractor submitted its bid; or (2) Contractor should have known of the existence of such hazardous material or hazardous waste as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or (3) Contractor failed to give the written notice within the time required by these General Conditions.

If AHA determines that conditions do not involve hazardous materials or other materials not previously disclosed or that no change in Contract Document terms is justified, AHA shall notify Contractor in writing, stating the reasons for its determination. If AHA and Contractor cannot agree on an adjustment in Contract Sum or Contract Time, Contractor shall proceed with the Work and as directed by AHA and may file a claim as provided in these General Conditions.

If Contractor does not agree to resume work based on a reasonable belief that it is unsafe, or does not agree to resume work under special conditions, AHA may order the disputed portion of work deleted from the Work, or performed by others, or AHA may invoke its right to terminate Contractor's right to proceed under Contract Documents in whole or in part. If Contractor does not agree with AHA's determination of any adjustment in the Contract Sum or Time as a result, Contractor may make a claim as provided in these General Conditions.

8. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

- (c) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.
- (d) “Shop drawings” means drawings, submitted to the AHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The AHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the AHA’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the AHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the AHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

9. As-Built Drawings

- (a) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. “As-built drawings” shall be synonymous with “Record drawings.”
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.

- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

10. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended (no less than standard grade), unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

Except as specifically noted in the Instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of AHA, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Substitution Request Form as provided in Instructions to Bidders. A substitution will be approved only if it is a true equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, and impact on contiguous construction elements, overall schedule and design.

- (b) Approval of equipment and materials.

- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval for equipment and materials, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, manufacturers cut-sheet and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the AHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing

materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (7) Contractor shall make close inspection of materials as delivered and shall promptly reject and return defective materials without waiting for rejection by AHA. Contractor shall inspect work in progress to insure that it is of highest possible quality. Workmanship will be subject to approval of AHA; defective or substandard work shall be removed and corrected.

11. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and standards. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising there from.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the AHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the Contract Sum shall be reduced accordingly.

12. Health, Safety, and Accident Prevention

- (a) The Contractor is solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the work. All work performed under this Contract shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. AHA reserves the right to issue restraints or cease and desist orders to Contractor when unsafe or harmful acts or conditions are observed or reported relative to the performance of the work under this Contract.
- (b) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (c) The Contractor shall maintain an accurate record of all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall immediately report any such occurrences to the AHA. .
- (d) The Contracting Officer may notify the Contractor of any noncompliance with these requirements and of the corrective action required. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the AHA shall direct as a means of enforcing such provisions.

- (f) Precaution shall be exercised at all times for the protection of persons (including employees) and property. Machinery, equipment, and all hazards shall be guarded or eliminated in accord with recommended safety provisions established by the Associated General Contractors of America, to the extent that such provisions are not in contravention of other express terms of this Contract or applicable law.

The Contractor shall protect hazards with adequately constructed guardrails and/or barricades and shall provide lanterns, warning lights, and the like, as necessary. The Contractor shall eliminate attractive nuisances from the work and from the site. To this end, he shall so dispose, store, guard, and protect the premises and all work, materials, equipment and both permanent and temporary construction as to preclude the unauthorized use thereof and particularly to eliminate possible consequent injury to unauthorized persons. In addition, the Contractor shall be responsible for all required utility shutdowns consistent with the procedures of utility companies, at times appropriate to the safe execution of the work.

- (g) The Contractor shall at all times keep the AHA premises and adjoining premises, clean of rubbish caused by the Contractor's operations, and at the completion of the work ' shall remove all rubbish from and about the premises and all of his tools, equipment and temporary work and shall have the work clean and ready for use. If the Contractor does not attend to such cleaning immediately upon request, the AHA may cause such cleaning to be done by others and charge the cost of the same to the Contractors.

13. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the AHA in the condition and at the time required by the specifications.

14. Availability and Use of Utility Services

- (a) The AHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the AHA or, where the utility is produced by the AHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the AHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

15. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work sites, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities
 - (1) at or near the work site and

- (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and hold harmless the AHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the AHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

16. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the AHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

17. Inspection and Acceptance of Construction

(a) Definitions. As used in this clause -

- (1) **“Acceptance”** means the act of an authorized representative of the AHA by which the AHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) **“Inspection”** means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) **“Testing”** means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements.
All work is subject to AHA inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) AHA inspections and tests are for the sole benefit of the AHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the AHA after acceptance of the completed work under paragraph (j) below.

(d) The presence or absence of the AHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.

(e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The AHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The AHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size and performance tests shall be performed as described in the contract.

(f) The AHA may conduct routine inspections of the construction site on a daily basis.

(g) The Contractor shall, without charge, replace or correct work found by the AHA not to conform to contract requirements, unless the AHA decides that it is in its interest to accept the work with an appropriate adjustment in Contract Sum. The Contractor shall promptly segregate and remove rejected material from the premises.

(h) If the Contractor does not promptly replace or correct rejected work, the AHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.

(i) If any work requiring inspection is covered up without approval of the AHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the AHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the AHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the AHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the AHA's right under any warranty or guarantee.
- (k) Contractor's obligation to comply with the Contract Documents and the standards of quality specified therein shall be absolute and not subject to waiver. Contractor may only be relieved of its obligation to comply with the Contract Documents and the standards of quality stated therein only through a written change order signed by an authorized AHA signer.
- (l) Contractor shall pay for any and all retesting upon failure of the original testing.

18. Use and Possession Prior to Completion

- (a) The AHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the AHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The AHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the AHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the AHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied. If prior possession or use by the AHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the Contract Sum or the Contract Time of completion, and the contract shall be modified in writing accordingly.

19. Warranty of Title

The Contractor warrants title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

20. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year unless otherwise indicated from the date of final acceptance of the work. If the AHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the AHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to AHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the AHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the AHA; and,
 - (3) Enforce all warranties for the benefit of the AHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the AHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the AHA nor for the repair of any damage that results from any defect in AHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the AHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

21. Prohibition against Liens

The Contractor is prohibited from placing a lien on the AHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

22. Contract Period

The Contractor shall complete all work required under this contract within the Contract Time established in the notice to proceed issued by the Contracting Officer.

23. Order of Precedence

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

24. Payments

- (a) The AHA shall pay the Contractor the Contract Sum as provided in this contract.
- (b) The AHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The AHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract Sum showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to AHA. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the Contract Sum. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the Contract Sum. Such estimates shall be submitted not later than 15 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with Business and Professions Code section 7108.5 and subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (f) Except as otherwise provided in State law, the AHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 75 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the AHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the AHA shall reinstate the five (5) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that
 - (1) it has acquired title to such material;
 - (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer;
 - (3) the material is insured to cover its full value; and
 - (4) the material will be used to perform this contract.Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require assuring the protection of the AHA's interest in such materials. The

Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the AHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the AHA, but this shall not be construed as
 - (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or,
 - (2) waiving the right of the AHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the AHA in the course of their employment, the Contractor shall restore such damaged work without cost to the AHA and to seek redress for its damage only from those who directly caused it.
- (i) The AHA shall make the final payment due the Contractor under this contract after
 - (1) completion and final acceptance of all work; and
 - (2) presentation of release of all claims against the AHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The AHA shall not
 - (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or,
 - (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the AHA to withhold moneys from the Contractor shall in not impair the obligations of any surety or sureties under any bonds furnished under this contract.

25. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally
 - (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or
 - (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the AHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

26. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;

- (3) AHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating
- (1) the date, circumstances and source of the order and
 - (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the AHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after
- (1) receipt of a written change order under paragraph (a) of this clause, or
 - (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.
 - (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for Contract Time extension (if any), and shall include sufficient justification, information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety. If the Contractor fails to submit justification and information, it waives its right to a time extension at a later date. Any claim for delay must include the following information as support, without limitation: (1) the duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration; (2) specific logical ties to the Progress Schedule for the proposed changes and/or delay showing the activity/activities in the Progress Schedule that are affected by the change and/or delay; and (3) a revised schedule.
- (h) The Contractor may not seek delay compensation for on-site or off-site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor must prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor must prove and document actual costs plus markup in order to request, claim or prove compensation for delay. Contractor shall, within one (1) calendar day of beginning of any delay, notify the AHA in writing of causes of delay including documentation and facts explaining the delay. The AHA shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.
- (i) EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), AHA SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.
- (j) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (k) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (l) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

27. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the AHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted
 - (1) by an act of the Contracting Officer in the administration of this contract, or
 - (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract, an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

28. Disputes and Claims

(a) General

Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, the Contractor shall first follow procedures set forth in the Contract. If a dispute remains, then Contractor shall give written notice to AHA that expressly invokes this Clause.

(b) Form and Contents of Claim - Contractor's written claim must identify itself as a "claim" under this Clause and must include the following:

- (1) a narrative of pertinent events;
- (2) citation to contract provisions;
- (3) theory of entitlement;
- (4) complete pricing of all cost impacts;
- (5) a time impact analysis of all time delays that shows actual time impact on the critical path;
- (6) documentation supporting items 1 through 5; and
- (7) a verification under penalty of perjury of the claim's accuracy.

The claim shall be submitted to AHA within thirty (30) calendar days of receiving AHA's written decision, or the date Contractor contends such decision was due, and shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim. Routine Contract documentation, for example, correspondence, RFI, Change Order request, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

(c) Administration During/After Claim Submission - AHA may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by AHA to evaluate and decide Contractor's claim. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with AHA's determination. After their submission, claims less than \$375,000.00 shall also be subject to the Public Contract Code Section 20104 et seq. .

(d) Compliance - The provisions of this Clause constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under clause above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the Contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

Claims shall be calculated in the same manner as Change Orders the modification Procedures. EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), AHA SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS, AND CONTRACTOR WAIVES ALL RIGHTS TO CLAIM SPECIAL OR CONSEQUENTIAL DAMAGES.

(e) Claims That Aggregate Less Than \$375,000 at Project Close Out.

- (1) As required under Section 20104, et seq., of the California Public Contract Code, if Contractor's claims at project close out aggregate of 375,000 dollars or less, then the claims shall be processed in accordance with the provisions of said Section 20104, et. Seq., relating to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.
 - (2) A single written claim shall be filed under this Article prior to the date of final payment for all claims that were filed during construction. This single claim may be a compendium of all claims filed during construction.
 - (3) Within 30 days of the receipt of the claim, the AHA may request additional documentation supporting the claim or relating to defenses or claims the AHA may have against the Contractor. If the amount of the claim is less than 50,000 dollars, the Contractor shall respond to the request for additional information within 15 days after receipt of the request. The Contractor shall respond to the request within 30 days of receipt if the amount of the claim exceeds 50,000 dollars, but is less than 375,000 dollars.
 - (4) Unless further documentation is requested, the AHA shall respond to the claim within 45 days if the amount of the claim is less than 50,000 dollars or within 60 days if the amount of the claim is more than 50,000 dollars but less than 375,000 dollars. If further documentation is requested, the AHA shall respond within the same amount of time taken by the Contractor to respond, or 15 days, whichever is greater, after receipt of the information if the claim is less than 50,000 dollars. If the claim is more than 50,000 dollars but less than 375,000 dollars and further documentation is requested by the AHA, the AHA shall respond within the same amount of time taken by the Contractor to respond or 30 days, whichever is greater.
 - (5) If the Contractor disputes the AHA's response, or the AHA fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the AHA within 15 days after the deadline of the AHA to respond or within 15 days of the AHA's response, whichever occurs first. The AHA shall schedule the meet and confer conference within 30 days of the request.
 - (6) If the meet and confer conference does not produce a satisfactory result, Contractor may pursue the remedies authorized by law.
- (f) Notification of Third Party Claims. Pursuant to Public Contract Code Section 9201, the AHA shall provide the Contractor with timely notification of the receipt by the AHA of any third party claim relating to the Contract, and the AHA may charge back to the Contractor the cost of any such notification.

29. Owner's Right to Terminate Contract for Cause

- (a) Grounds for Termination. The AHA, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:
- (i) Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
 - (ii) Contractor fails to complete said Work within the time specified or any extension thereof, or
 - (iii) Contractor fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
 - (iv) Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or
 - (v) Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
 - (vi) Contractor fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

- (vii) Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or
- (viii) Contractor disregards any applicable law, statute, regulation, rule, permit, license, or ordinance, or disregards any instruction of the AHA; or
- (ix) Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or
- (x) Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

(b) Notification of Termination

- (i) Upon the occurrence at the AHA's sole determination of any of the above conditions, the AHA may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of the AHA's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within two (2) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to the AHA for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.
- (ii) Upon Termination, the AHA may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:
 - (1) Within three (3) days after service upon it of the notice of tender, gives Owner written notice of Surety's intention to take over and perform this Contract; and
 - (2) Commences performance of this Contract within (three (3) days from date of serving of its notice to the AHA.
- (iii) If Surety fails to notify the AHA or begin performance as indicated herein, the AHA may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to the AHA for any excess cost or other damages the AHA incurs thereby. Time is of the essence in this Contract. If the AHA takes over the Work as herein provided, the AHA may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

(c) Effect of Termination

- (i) Contractor shall, only if ordered to do so by the AHA, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The AHA retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the AHA by reason of the Contractor's failure to complete the Contract.
- (ii) In the event that the AHA shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the AHA shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the AHA or for any changes the AHA may make in the Work or for the money expended by the AHA in satisfying claims and/or suits and/or other obligations in connection with the Work.
- (iii) In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

- (iv) If the expense to the AHA to finish the Work exceeds the unpaid Contract Sum, Contractor and Surety shall pay difference to the AHA within twenty-one (21) days of the AHA's request.
- (v) The AHA shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the AHA, no Subcontractor shall have any claim against the AHA or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The AHA or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the AHA so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the AHA may require, for the purpose of fully vesting in the AHA the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the AHA for expenses and damages suffered by the AHA as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.
- (vi) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to AHA.

30. Liquidated Damages

Contractor and the AHA hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the AHA will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to the AHA as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion.

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions.

31. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, upon seven (7) days written notice to the Contractor whenever the Contracting Officer determines that such termination is in the best interest of the AHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the AHA shall be liable to the Contractor only for reasonable and proper costs resulting from such termination as described below, upon the receipt by the AHA of a properly presented claim setting out in detail:
 - (1) The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise; ;
 - (2) the cost of preserving and protecting the work already performed until the AHA or assignee takes possession thereof or assumes responsibility therefore; and
 - (3) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within 60 days unless otherwise indicated of receipt of the Contractor's claim.

- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

32. Indemnification

(a) Responsibility of Contractor and Indemnification

- (1) AHA and each of its officers, employees, consultants and agents shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- (2) To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify, and hold harmless AHA and each of its officers, employees, consultants and agents, from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of AHA or by any person or entity required to be indemnified hereunder.
- (3) With respect to third party claims against Contractor, Contractor waives any and all rights to any recovery against AHA and each of its officers, employees, consultants, representatives and agents, unless such claim was due to the sole negligence of AHA.
- (4) Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- (5) To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, AHA may in its discretion back charge Contractor for its costs and damages resulting there from and withhold such sums from progress payments or other contract monies which may become due.
- (6) The indemnities in Contract Documents shall not apply to AHA to the extent of its sole negligence, willful misconduct, or active negligence.

33. Insurance

(a) Coverage Amounts

Before commencing work, the Contractor shall furnish the AHA with certificates of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs (a) (1)-(4) below. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the AHA by certified mail." It is agreed that Contractor shall maintain in force at all times during the performance of the Work all appropriate coverage of insurance acceptable to AHA and licensed or authorized to do insurance business in the State of California. Endorsements naming the AHA as additional insured shall be submitted with the insurance certificates. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects to AHA, its Board of Commissioners, officials, employees, and volunteers.

Any insurance or self-insurance maintained by AHA, its Board of Commissioners, officials, employees, or volunteers shall be excess of the Contractor's insurance:

- (1) Workers' Compensation, in accordance with state Workers' Compensation laws.
- (2) Commercial General Liability in limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

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 (5) 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 in limits not less than:

- (a) Bodily Injury: \$1,000,000 per accident
 \$2,000,000 aggregate
- (b) Property Damage: \$1,000,000 per accident
 \$2,000,000 aggregate
- OR
- (c) Combined Single Limit: \$1,000,000 per accident.

- (4) Pollution Legal Liability: (Abatement contractor):
Comprehensive Pollution Legal Liability (PLL) coverage in limits not less than:

- (a) Combined Single Limit: \$1,000,000 per incident

- (b) Subrogation Waiver

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Contractor shall look solely to its insurance for recovery. Contractor hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or AHA with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against AHA by virtue of the payment of any loss under such insurance.

- (c) Failure to Secure

If Contractor, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

- (d) Additional Insured

AHA, its Board of Commissioners, officials, employees and volunteers shall be named as an additional insured under all insurance coverage's, except workers' compensation insurance. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

- (e) Sufficiency of Insurance

The insurance limits required by AHA are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

34. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contractor a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not perform any work on the Project with any subcontractor who is ineligible to perform work on a public works project pursuant to California Labor Code Sections 1777.1 or 1777.7. The Contractor certifies that it has investigated the eligibility of each subcontractor and has determined that none is ineligible to perform work pursuant to the above code provisions.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the AHA.

35. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

(e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

36. Non-Discrimination

During the performance of this contract, the Contractor shall not discriminate against any employee or applicant for employment on any of the basis listed in subdivision (a) of Section 12940 of the California Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code.

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

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

38. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the AHA harmless from loss on account thereof; except that the AHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

39. Examination and Retention of Contractor's Records

- (a) The AHA or any of its duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to
 - (1) appeals under the Disputes clause of this contract,
 - (2) litigation or settlement of claims arising from the performance of this contract, or
 - (3) costs and expenses of this contract to which the AHA or any of its duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

40. Labor Standards - California State Requirements

(a) Wage Rates

- (1) Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the AHA's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.
- (2) Pursuant to Labor Code Section 1775, Contractor shall, as a penalty to the AHA, forfeit the statutory amount (currently not more than two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the director for the work or craft in which that worker is employed for any public work done under this Contract by Contractor or except as provided in Section 1775(b), by any Subcontractor under the Contractor. The difference between such prevailing wage rates and the amount paid to each worker for each w day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

(b) Workers' Compensation

- (1) In accordance with the provisions of Section 3700 of the California Labor Code, Contractor shall secure the payment of compensation to its employees.
- (2) Prior to beginning work under the Contract, the Contractor shall sign and file with AHA the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require 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 before commencing the performance of the Work of this Contract."

- (3) Notwithstanding the foregoing provisions, before the Contract is executed on behalf of AHA, a bidder to whom a contract has been awarded shall furnish satisfactory evidence that it has secured in the manner required and provided by law the payment of workers' compensation.

(c) Apprentices on Public Works

Contractor shall comply with all applicable provisions of Section 1777.5 and 1777.6 of the California Labor Code relating to employment of apprentices on public works.

(d) Working Hours

Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. Pursuant to Section 1810 eight (8) hours of labor constitutes a legal day's work. Contractor shall, as a penalty to AHA, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such work receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

(e) Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations

- (1) In accordance with the provisions of Section 1776 of the California Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury stating the information set forth in Labor Code Section 1776(a)(1) and (2).
- (2) The payroll records enumerated herein shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - b. A certified copy of all payroll records enumerated in Section (e)(1) herein, shall be made available for inspection or furnished upon request to a representative of the AHA, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - c. A certified copy of all payroll records enumerated in Section (e)(1) herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the AHA, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Section (e)(2)(b) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

- (3) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.
- (4) Each contractor shall file a certified copy of the records, enumerated in Section (e) (1) herein, with the entity that requested the records within 10 days after receipt of a written request.
- (5) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the AHA, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (6) The Contractor shall inform the AHA of the location of the records enumerated herein, including the street address and city, and shall, within 5 calendar days, provide a notice of a change of location and address.
- (7) The Contractor shall have 10 calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section (e). In the event that the Contractor fails to comply within the 10 calendar day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

41. Retainage from Progress Payments

At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the AHA, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Alternatively, the Contractor may request and the AHA shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the AHA, pursuant to the terms of this section.

Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any Contractor who elects to receive interest on moneys withheld in retention by the AHA shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. (This provision shall apply only to those subcontractors performing more than five percent of the Contractor's total bid.)

Public Contract Code section 22300 is deemed incorporated herein by reference in its entirety, as if expressly set forth.

42. Procurement of Recovered Materials

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

43. Assignment of Actions to Awarding Body

In accordance with Section 7103.5 of the California Public Contract Code, the Contractor and Subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

44. Urban Runoff Management

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- (a) Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 1), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- (b) Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- (c) Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of off-site in an appropriate location.
- (d) After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

(e) Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each work day. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction. These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

END OF DOCUMENT

GUARANTY FORM

(TO BE SUBMITTED BY CONTRACTOR UPON COMPLETION AND ACCEPTANCE OF PROJECT)

TO THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA, CALIFORNIA, (AHA) FOR FLOORING REPLACEMENT IN RESIDENTIAL UNITS.

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to AHA for a period of one (1) year following the date of Final Completion and Acceptance of the Work or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting there from which shall appear within one (1) year or longer if specified, from the date of Final Completion.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of final payment, or such longer period specified in the Contract Documents, Contractor shall: (1) reimburse AHA, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or (2) upon demand by AHA, replace any such material and to immediately repair said Work completely without cost to AHA so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

Upon notification and demand by AHA of any needed replacement or repair, Contractor shall make such repairs within a reasonable period of time after the receipt of demand from AHA; provided, however, that in no event shall such period exceed one (1) day. If Contractor fails to make any needed replacement or repair after receipt of a demand by AHA, AHA shall make, or cause to make, such replacement or repair, and Contractor shall reimburse AHA for its costs and expenses incurred.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Contractor

Date

END OF DOCUMENT

ADDENDA

All questions will be answered and responded to in writing after expiration of the specified Question and Answer deadline. The Addendum, if any, will be posted on the AHA website at www.alamedahsg.org, under "Procurement", and provided to all registered bidders having attended the mandatory Pre-Bid Conference. At its discretion, AHA shall not respond to questions submitted after the Question and Answer period has expired.

During the IFB solicitation process, AHA will not conduct any substantive conversation between AHA and prospective bidder when other prospective bidders are not present, which may give one prospective bidder an advantage over other prospective bidders.

Other than making replies to direct the prospective bidder to their answer within the solicitation documents, AHA may not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the AHA may more fairly respond to all prospective bidders in writing by Addendum.

END OF SECTION

GENERAL REQUIREMENTS

1. **STATE PREVAILING WAGE DECISION:**
California prevailing wage rates in effect as of July 7, 2014, apply to all work being performed. (See California State Department of Industrial Relations website <http://www.dir.ca.gov/DLSR/PWD>.)
2. **DLSE A-1-131 PUBLIC WORKS PAYROLL REPORTING FORM AND COVER PAGE:**
Certified Payroll Form and Cover Page are provided herein as Appendix A and must be signed and submitted to AHA by Contractor on a weekly basis, and prior to approval and issuance of payment requests.

DLSE A-1-131 PUBLIC WORKS PAYROLL REPORTING FORM AND COVER PAGE

[REFER TO APPENDIX A]

END OF SECTION

SPECIFICATIONS

SUMMARY OF WORK AND TECHNICAL SPECIFICATIONS

1. DESCRIPTION

1.1 This Work involves the removal and replacement of finished flooring materials and baseboards in occupied and vacant residential units and includes all labor, materials, tools and other equipment, services and supervision required to complete all flooring replacement work as indicated.

1.2 This Work shall also include, but not necessarily be limited to, moving furniture, appliances, surface preparation of substrates as required for acceptance of flooring installation, including cleaning, small crack repair, patching, sealing, making good surfaces and areas, pre-treatment and floating.

1.3 Provide unit price for items indicated on Bid Form.

2. UNIT TYPES AND APPROXIMATE SQUARE YARDAGE

Measurements are provided as an estimation aid only.

| NUMBER OF BEDROOMS | NUMBER OF UNITS | AVERAGE CARPET AREA Square Yards | AVERAGE VINYL AREA Square Yards |
|---------------------------|------------------------|---|--|
| Studio | 54 | 48 | 9 |
| One bedroom | 228 | 55 | 10 |
| Two Bedroom | 152 | 80 | 18 |
| Three Bedroom | 87 | 102 | 28 |
| Four Bedroom | 45 | 122 | 35 |
| Five Bedroom | 6 | 141 | 36 |

3. QUALITY ASSURANCE

3.1 Contractor shall have a minimum of five (5) consecutive years proven satisfactory experience as a California Contractors State Licensing Board licensed C15 Flooring Contractor, and shall maintain a qualified crew of installers throughout the duration of the work.

3.2 Only qualified journeypersons, as defined by local jurisdiction shall be engaged in window installation. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.

3.3 All materials, preparation and workmanship shall conform to requirements of ASTM F710 - 08 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring, and Carpet Rug Institute's Carpet (CRI) Installation Standard 2011.

4. EXISTING WALL FINISHES

4.1 If interior walls are disturbed during removal and installation, the following shall apply:

4.2 Contractor should assume Regulated Asbestos Containing Material (RACM) is present in the joint compound, texture, and topping of finished walls and treated as a friable asbestos containing material. Any removal or clean up shall be performed in strict accordance with Bay Area Air Quality Management District (BAAQMD) and Environmental Protection Agency (EPA)

Asbestos Removal requirements. AHA shall notify Contractor as to which units are known to contain RACM.

It will be the Contractor's responsibility to identify potential RACM conditions and notify AHA prior to any finish area repairs. Contractor shall not assume that AHA is aware of all RACM conditions.

4.3 Contractor shall assume that lead based paint exists in wood trim unless testing is provided otherwise by Contractor.

4.3.1 It is assumed that less than 100 lineal feet/or less than 100 square feet of wood trim will be removed to complete Work of each unit, therefore, Contractor shall take appropriate measures to ensure that lead based paint is removed in a safe and compliant manner. Dry scraping and sanding is not permissible.

4.3.2 If it is determined that more than 100 lineal feet/or more than 100 square feet of wood trim will be removed, Contractor shall immediately notify AHA prior to removal.

4.3.3 The Lead-in-Construction Standard is in place to protect the health and safety of employees who engage in lead-related construction work, including construction, demolition, renovation and repair. Contractors disturbing more than 100 square feet or more than 100 linear feet of lead-containing materials must take steps to prevent worker exposures to lead and are required to notify the Department of Industrial Relations at least 24 hours prior to beginning work

4.4 Lead-Based Paint Debris Disposal:

4.4.1 Collect paint chips, dust, dirt, and rubble in 6-mil plastic trash bags for disposal.

4.4.2 Store larger lead-based paint building parts in containers until ready for disposal.

4.4.3 If possible, use a covered, locked, mobile dumpster to store lead-based paint debris until the project is complete.

5. MOVING AND PROTECTION

5.1 Contractor will be responsible for moving all furniture and appliances, and provide protection from flooring replacement activities including weather conditions. Contractor shall re-install all moved items including appliances, at the end of the work day. Residents shall be responsible for the disconnection and re-connection of electronic items such as televisions, audio equipment and computers. All protection materials shall be clean and not leave any dirt or residue on resident's belongings.

5.2 Residents will be responsible for the removal of small items and to safe guard all personal items of value such as jewelry and electronics.

6. UNIT COMPLETION

On a daily basis, Contractor shall fully complete all units begun. Contractor shall also provide a contact phone number to residents, respond to any and all complaints from residents and shall promptly respond within four (4) hours after notification. AHA will back bill Contractor for all calls from residents that require resolution from AHA Maintenance Department.

7. REGULATORY REQUIREMENTS

7.1 Conform to work place safety regulations and requirements of those authorities having jurisdiction for the installation of flooring coverings and related construction activities.

8. SUBMITTALS

8.1 If requested, submit an invoice list of all supplies and materials ordered for project Work to AHA indicating manufacturer, types and quantities for verification and compliance with specification and design requirements.

8.2 Submit two (2) copies of manufacturer's specifications and installation instructions for floor coverings and related items specified. Contractor shall also submit a plan for recycling the specified floor coverings and related items at the end of useful life of the carpet.

8.3 Provide certification from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the percentage (%) recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used the manufacturer shall include as part of the fiber certification, the precise method that will be used to recapture the nylon at the end of the useful life of the carpet tile. State whether it will be returned to nylon carpet yarn production, down-cycled to an end use other than carpet yarn, or disposed of in a specified manner.

8.4 Meet with AHA at units to determine seam locations, pattern direction, necessary installation accessories, and provisions for work of other trades. Also, show locations of any threshold conditions. If mixed fiber types are used, the fiber type must be clearly identified to facilitate future recycling.

8.5 Submit two (2) copies of the manufacturer's carpet maintenance instructions, including information needed for the removal of common stains from each type of floor covering.

8.6 Submit two (2) copies of the manufacturer's instructions on post-consumer recycling of the specified floor covering and related items.

9. PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver and store all supplies and materials in sealed, original labeled containers and packaging bearing manufacturer's name, brand name, and materials content in strict accordance with manufacturer requirements.

10. ENVIRONMENTAL, WASTE MANAGEMENT AND DISPOSAL REQUIREMENTS

10.1 Perform no flooring replacement work when the ambient air and substrate temperature, relative humidity and dew point and substrate moisture content is below or above requirement as stated by the manufacturer.

10.2 Install floor coverings in dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

10.3 Glues, adhesives, seam binders and related materials (thinners, solvents, caulking, cleaning rags, etc.) shall be regarded as hazardous products. Recycle and dispose of same subject to regulations of applicable authorities having jurisdiction.

10.4 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground, retain cleaning water and filter out and properly dispose of sediments.

10.5 Set aside and protect surplus and uncontaminated finish materials not required by AHA and deliver or arrange collection for verifiable re-use or re-manufacturing.

11. WARRANTY

11.1 Provide warranties by both flooring manufacturers and Contractor agreeing to replace defective materials and correct faulty workmanship of floor coverings as specified in Section 12.1, 12.2 and 12.3 following final acceptance.

11.1.2 Submit carpet manufacturer's warranties as follows:

1. Wear - Surface wear shall not be more than 10% by weight throughout the life of the product.
2. Static - Carpet will maintain static generation at less than 2.5 KV at 70 degrees F, and 20% R.H. throughout the life of the product.
3. No de-lamination throughout the life of the product.
4. No edge ravel throughout the life of the product.
5. No dimensional instability, (shrinkage, curling, and doming) which adversely affects the ability of the floor covering to lay flat throughout the life of the product (per installation instructions).
6. Environmental warranty for recycling.

11.2 Provide a thirty (30) calendar day warranty against leakage on re-installed toilets.

11.3 Submit manufacturer's certified independent test results to show that carpet meets or exceeds product performance specification criteria for carpet testing requirements (flame, smoke, etc.).

11.4 Within the warranty period, Contractor shall repair or replace defective materials, and when notified by AHA, Contractor shall promptly investigate and address deficiencies.

12. MATERIALS

12.1 Carpet:

Brand: Shaw Property Solutions
Color: 00706 Townhouse Taupe
Style Name: PS507
Description: Textured Cut Pile
Fiber/Brand: 100% Shaw Ever Again Recyclable BCF Nylon/Property Solutions
Warranty: Five years

12.2 Carpet Pad:

Brand: Leggett and Platt Incorporated
Category: Standard Bonded
Product Code: BU5047
R Value: 1.64
Gauge: 7/16
Density: 6 lb.
Netting: Yes
Film: Yes
Color: Green
Certification: FHA, Green Label Certified. Meet or exceed Carpet and Rug Institute's Indoor Air Quality carpet cushion testing program.
Warranty: 10 years

12.3 Resilient Sheet Flooring:

Brand: Armstrong
Collection: Memories
Product Number: 62940
Color: Sahara Sand
Gloss Level: Low Gloss
Warranty: 12 years

12.4 Vinyl Wall Base:

Brand: Burke "Mercer Vinyl Wall Base Type TV"
Color: Brown #502
Width: 4 inches, 1/8" Cove Base
Composition: Thermoplastic Vinyl
Gauge: .125"

12.5 Wooden Wall Base:

1 3/4" Mahogany Base Board

13. SUBSTITUTIONS

Any substitutions shall be presented to AHA prior to proposal submission for approval. Substitutions shall meet or exceed specifications, and no changes or substitutions will be allowed after proposal submission unless it is determined that product is obsolete or is not readily available.

14. SCHEDULING

Contractor shall provide AHA with a written schedule prior to issuance of the Notice to Proceed. AHA will provide a general notice to all residents informing them as to the general start date. It will be the Contractor's responsibility to provide a minimum of seventy two (72) hours written notice informing tenants as to the exact start and completion date and instructions.

15. CONDITION AND PREPARATION OF SURFACES

15.1 Contractor shall measure carefully and check all dimensions and other conditions in the field to insure proper fit in the units designated.

15.2 Contractor shall be responsible for the accuracy of measurements on total yardage requirements, individual floor yardage requirements and dye lot yardage requirements.

15.3 No request for carpet or installation extras from AHA will be considered due to measurement or takeoff errors by Contractor. Contractor shall confirm total yardage required.

15.4 Contractor shall coordinate all installation activities with the AHA representative.

15.5 Removal of flooring should be performed according to pre-approved plan for disposal or recycling. Scrape up existing flooring or de-emboss existing surface to receive new materials.

15.6 Sequence carpeting with other work so as to minimize the possibility of damage and soiling of flooring during remainder of construction period. Flooring installation must not commence until painting and finishing work is complete and ceiling and other overhead work has been completed, unless specifically approved by AHA.

15.7 Contractor must examine substrates for conditions over which flooring is to be installed. Contractor shall furnish and install new underlayment as needed.

15.8 Contractor shall perform moisture content testing as required in manufacturer's instructions to ensure pH readings of no more than nine (9). Moisture transmission of five point five (5.5) pounds per sqm. per twenty four (24) hours is acceptable. If values exceed this level manufacturer's recommendations must be followed for moisture transmission mitigation. Do not proceed until unsatisfactory conditions are corrected.

15.9 Cracks one sixteenth inch (1/16") or more, holes, unevenness and roughness must be filled, leveled and made smooth with a compatible latex floor patching compound. Prior to filling, the floor must be swept clean of all loose granular debris. After filling, allow filler to dry. Then damp mop the floor with warm water and allow surfaces to dry. Vacuum after mopping, to ensure all loose granular debris is removed and provide a proper substrate to install flooring.

15.10 All surfaces to receive flooring shall be clean and dry, and in a condition satisfactory to AHA. Contractor shall notify AHA immediately of any conditions which will prevent Contractor from producing satisfactory finish work after above specified preparatory work is completed.

15.11 Contractor shall vacuum floors again immediately before installation of carpeting.

15.12 Confirm compatibility of adhesive with curing compounds on concrete floors. All adhesives and curing compounds shall comply with the Carpet and Rug Institute (CRI) Green Label Certification program for low Volatile Organic Compounds (VOC's).

15.13 Once the Contractor commences installation work in a unit, it shall be assumed that the condition of the floor has been accepted and any repairs or further corrections in the floor surface shall become the responsibility of the Contractor.

16. INSTALLATION

16.1 Flat lay flooring according to manufacturer's printed instructions in a wall to wall method. Comply with manufacturer's instructions and recommendations for uniformity of direction of carpet installation.

16.2 Install flooring under open-bottom obstructions and under removable flanges and furnishings, and into alcoves and closets of each unit. Remove and replace moldings and wooden base boards as needed.

16.3 Provide cut outs where required. Conceal cut edges with protective edge guards or overlapping flanges.

16.4 Install flooring under open-bottom items such as heat registers and install tight against walls, columns and cabinets so that the entire floor area is covered with carpet. Remove and re-install toilets and replace wax seal and toilet bolts with new. Seals on rear discharge pressure assisted toilets shall be replaced with neoprene seals. Caulk front and sides of toilets only with white Polyseamseal Tub and Tile Adhesive Caulk, or equivalent.

16.5 Install edging guard at all openings and doors wherever carpet terminates, unless indicated otherwise. Prior to installation, report to AHA all other obstructions which may occur.

16.6 Cutting shall be done in accordance with the manufacturer's specifications, using the tools designed for the carpet being installed. Scraps shall be retained or disposed of per the manufacturer's environmental program.

16.7 Edges shall be butted together with the manufacturer's specified pressure to produce the tightest joint possible without distortion.

16.8 Contractor may re-use existing tack strips. If additional tack strips are needed to complete installation, or tack strips are damaged and no longer usable, Contractor shall install additional or replacement tack strips as part of this Work.

16.9 All carpet shall be installed with pile-lay in the same direction.

16.10 Use leveling compound where necessary. Any floor filling or leveling shall have a minimum of (forty eight inches) 48 inches of feather.

16.11 Do not bridge building expansion joints with flooring materials. Provide for movement.

16.12 Remove and re-install doors and trim if necessary for clearance.

16.13 Furnish and replace transition metal to match existing.

17. CLEANING AND PROTECTION

17.1 On completion of the installation in each area, all dirt, carpet scraps, etc., must be removed from the surface of the carpet. Any soiling spots or excessive adhesive on the carpet shall be removed with manufacturer approved spot remover.

17.2 Construction traffic other than as may be required to fit up work area will not be allowed to traverse the completed Work.

17.3 Remove debris, and sort pieces to be saved from scraps to be redirected and recycled.

17.4 Protect carpeting against damage during construction. Damaged carpeting will be rejected and recycled. As the carpet is laid, remove all trimmings, excess pieces of carpet and laying materials.

17.5 At the completion of the Work and when directed by AHA, vacuum carpet using commercial dual motor vacuum of type recommended by carpet manufacturer. Remove spots and replace carpet where spots cannot be removed. Remove rejected carpeting and replace with new carpeting. Remove any protruding yarns with shears or sharp scissors.

17.6 Protection of carpeting shall be maintained on each floor or area until accepted by AHA.

18. HANDLING OF MATERIALS

18.1 Remove salvage and debris from site as it accumulates. Do not store, sell, or otherwise dispose of debris on the site. Remove materials in such manner as to prevent damage to finished areas and tenant belongings. Keep streets, pavement and areas adjacent to and leading from the unit clean, accessible and free of debris at all times.

18.2 Deliver flooring materials in sealed and secured protective wrapping, and sealed containers for related materials.

18.3 Storage and staging area at the unit must be coordinated with AHA.

18.4 Provide three percent (3%) overage of calculated yardage for each type of flooring (calculated yardage shall include carpet needed for complete installation plus waste and usable scraps). Waste, unusable scrap, and carpet damaged during the life of the carpet installation must be recycled through the manufacturer's environmental program by the qualified installer.

18.5 Deliver specified overrun and usable scraps of packages to AHA's designated storage space, secured and identified. Redirect small pieces of waste carpet to be appropriately recycled.

18.6 Materials shall be stored in an enclosed and dry area protected from damage and soiling.

19. DUST CONTROL

The amount of dust resulting from demolition shall be controlled to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

20. PROTECTION OF EXISTING WORK AND FINISHES

20.1 Existing work to remain shall be protected from damage. Work damaged by the Contractor shall be repaired or replaced with matching.

20.2 Cover items to remain, as necessary, to protect from dust and damage.

20.3 Erect and maintain temporary barricades, warning signs and guards necessary to protect persons from injury and existing improvements to remain from damage.

21. FINAL INSPECTION

21.1 Completed flooring installation shall be jointly inspected by AHA and Contractor and note deficiencies, if any. When noted deficiencies have been removed and AHA finds the work to be complete according to the Contract Documents, AHA shall accept the completed work.

21.2 Upon completion of the flooring installation, AHA shall verify that work is complete, properly installed and acceptable. Installations considered to lack uniformity and soundness by AHA, shall be made good at the expense of the Contractor.

21.3 Upon completion of the installation the Contractor shall deliver a certificate of recycling describing the method by which the uplifted carpet was recycled, and shall provide a promise of recycling specifying the method of recycling of the newly installed carpet tile at the end of its useful life.

22. RELEASE

The acceptance of the final payment shall constitute a waiver of all claims by Contractor for work done or furnished in connection with the work and for every act and neglect of AHA relating to or arising out of the Work except those timely claims or requests for Change Orders previously submitted in writing in accordance with General Conditions for which no final decision has been rendered. No payment, final or otherwise, shall operate to relieve the Contractor or his sureties from any obligation under Contract Documents or shall constitute a waiver of claims for defective or nonconforming work or of rights arising under the Contract Documents or law.

END OF SECTION

AHA SITE MAP



- | | |
|--|--|
| <ul style="list-style-type: none"> 1 - Esperanza Complex, 1901 Third St., 120 units 2 - China Clipper Plaza, 460 Buena Vista Ave., 26 units 3 - Independence Plaza, 703 Atlantic Ave., 186 units 4 - Alameda Housing Authority Main Office, 701 Atlantic Ave. 5 - Eagle Village, 700 block of Eagle Ave. (odd) 42 units 6 - Rosefield Village, 700 block of Eagle Ave. (even) and 700 block of Buena Vista Avenue (odd) - 46 units | <ul style="list-style-type: none"> 7 - Lincoln House, 745 Lincoln Ave., 4 units 8 - Parrot Village, 1800 blocks of St. Charles St., Chapin St., Wood St., 50 units 9 - Parrot Gardens, 1800 Bay St. (odd), 8 units 10 - Sherman House, 1416 Sherman St., 9 units 11 - Stanford House, 1917 Stanford St. 4 units 12 - Anne B. Diament Plaza, 920 Park St., 65 units |
|--|--|

END OF DOCUMENT

APPENDICES

Appendix A - DLSE A-1-131 Public Works Payroll Reporting Form and Cover Page

END OF DOCUMENT



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 | TRAING. | FUND ADMIN | | DUES | TRAV/ SUBS. | SAVINGS | OTHER* | TOTAL DEDUC- TIONS | | | | | | | |
| | | | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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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)

APPENDIX A

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.