



**Housing Authority of the County of Merced**

405 U STREET MERCED, CA 95341  
PHONE (209) 722-3501 TDD 711 or 800-855-7100  
[www.merced-pha.com](http://www.merced-pha.com)

**SCOPE OF WORK**

**Parking Lot Asphalt Repair Work**

**February 06, 2020**

**O'BANION TERRACE**

**PARKING LOT ASPHALT REPAIR WORK**

1.0 INTRODUCTION

1.1 The Housing Authority of the County of Merced requires the services of an experienced asphalt company to perform the total repair of the Parking Lot, at the O'Banion Terrace Development in Dos Palos.

1.1.1 The work to be done is Parking Lot Asphalt Repair work.

1.1.2 There are no drawings for this project. Contractor must do its own survey and do the necessary adjustments.

1.1.3 A new 2.5" inch PG64-10 hot asphalt mix must be installed at areas of replacement, to reach the same existing level at the lower top of the concrete curbs and existing asphalt. All saw cut edges to be tacked with SS1.

1.1.4 Total area of asphalt to be replaced is approximately (+/-) 931 SF.

1.1.5 Total area of asphalt slurry seal is approximately (+/-) 16,200 SF.

1.1.6 Contractor should take care that of all existing curbs should not be damaged during the milling, pouring asphalt and sealer application process. Any damaged occurred during the execution of this Contract should be repaired by the Contractor to its original conditions at its own cost.

1.1.7 All slurry asphalt shall be removed and disposed by the Contractor.

1.1.8 The Contractor shall be responsible for sweeping and removal of all loose surface material. All existing and slurry asphalt should be cleaned.





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- 1.1.9 Once cleaned the existing and slurry asphalt should be primed with a TACK COAT.
- 1.1.10 The new asphalt layer should be sealed, with a two-layer coal tar sealer to prevent water intrusion.
- 1.1.11 Asphalt coal tar sealer will be provided and applied by the Contractor with squeegees.
- 1.1.12 The placement of the hot asphalt mixes over the primed base shall be at 120 C.
- 1.1.13 The compaction of the asphalt layer will be held immediately after the hot mix has been placed and only during the first pass of roller will be allowed to rectify any irregularities in the finish.
- 1.1.14 The compaction of the asphalt will take place using smooth cylindrical rollers. The number of passes of the compaction equipment shall be such as to ensure 95% of the density.
- 1.1.15 Existing asphalt signage and parking lines must be painted on new asphalt finish.
- 1.1.16 Authority will identify disability parking at a later date.
- 1.1.17 All existing manholes, water boxes electric boxes, etc. shall be kept the same level of the new asphalt layer.
- 1.1.18 Existing concrete bumpers shall be removed and reinstalled once the new asphalt layer seal has been completed.
- 1.1.19 All given measurements shall be confirmed by the Contractor, since this is a fixed sum lump Contract. No amendments in the Contract shall be accepted due to discrepancy with the measurements.
- 1.1.20 Contractor must provide their own equipment, materials and tools.
- 1.1.21 Authority only to provide water and may provide electrical power for this work. Contractor must provide all equipment and materials.
- 1.1.22 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment. A site meeting will be held to discuss safety issues prior to work commencing.
- 1.1.23 Authority is providing access for all work.





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1.1.24 Working days: Monday through Thursday 7:30 AM to 5:00 PM and every other Friday 7:30AM to 4:00 PM, excluding holidays. The contractor shall perform the work at the site during the Authority's normal workday hours, unless agreed upon with the Authority in advance.

1.1.25 Upon completion of work, the whole area shall be returned to clean condition with no dust or garbage.

1.1.26 All retouching works should be included and the area should be kept clean during and at the end of each working day.

1.1.27 All damaged areas during the working process should be restored to its original conditions.

1.1.28 Contractor is responsible to remove and dispose all exceeding material and all garbage and debris product of this work.

1.1.29 Work shall be completed as expeditiously as possible. The units are being occupied during the execution of this contract. Contractor shall coordinate with Contracting Officer (CO) for work phasing and job sequencing with work commencing and completing in each unit in a sequential manner. Contractor to submit a phasing plan with a construction schedule for review and approval prior to commencement of work at the site.

Contractor may be allowed to overlap phases upon exhibition of sufficient capability to execute the project simultaneously at multiple units with the approval of the Authority.

## 2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide quantity surveyors, construction personnel, equipment to complete the services that meet the technical requirements in this Scope of Work (SOW). It is expected that the Contractor shall collaborate closely with Authorities personnel.

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in maximum 5 working days from Contract Award and/or the Notice to Proceed and/or the security record checks are completed.





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2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by Authority. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during construction.

2.4 The Contractor may be required to prepare and submit reports.

### 3.0 CONTRACT ADMINISTRATION

3.1 The Contractor shall not conduct any work that is beyond this (SOW) and accompanying specifications unless directed in writing by the Authority. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the Authority will be at the Contractor's own risk and at no cost to the Authority.

3.2 The (CO) shall provide a Notice to Proceed (NTP) to the Contractor. No work shall be initiated until the NTP is issued by the CO.

3.3 The CO may designate more than one individual to serve as the Authorities Representative.

3.4 The Authority does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.

3.5 The Authority's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

3.6 The Authority has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Authority may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the SOW.

3.7 The CO has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Authority requires time for official functions, or is in possession of specific credible information indicating that the lives of Authority personnel or its tenants are immediately threatened and that the execution of the project will increase the Authority's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.





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3.8 If any of the Contractor's services do not conform to the contract requirements, the Authority may require the Contractor to perform the services again in conformity with the contract requirements. The Authority may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Authority that is directly related to the performance of such service or terminate the contract for default.

3.9 The Authority has the right to terminate this contract of convenience at any time in whole, or from time to time, if the CO determines it is in the interest of the Authority.

### 4.0 RESPONSIBILITY OF THE CONTRACTOR

4.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and/or other services.

4.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during work.

4.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the Authority. Status Reports shall contain accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.

4.4 The Contractor shall provide and submit to the Authority Daily Construction Reports, indicating events, work accomplished, materials delivered etc.

4.5 All documentation produced for this project will become the ownership of the Authority at the completion of this project.

4.6 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.

4.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.





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4.8 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the Authority.

4.9 The Contractor shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Authority provided for under this contract are in addition to any other rights and remedies provided by law.

### 5.0 PRE-CONSTRUCTION REQUIREMENTS

5.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.

5.2 Provide a statement that the Contractor's company and all personnel are experienced in Asphalt work similar to type and scope required for the work.

5.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.

5.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE [1] year at no cost to the Authority signed by the Contractor.

### 6.0 CONSTRUCTION REQUIREMENTS

6.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the Authority. Requests for approvals should be sent to the Authority in the appropriate form.

6.2 The approval of the drawings and/or materials by the CO shall not be construed as a complete check, but will indicate only that the general method of work and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error, which may exist, as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details and satisfactory construction of all work.





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6.3 The Contractor shall be responsible for all required materials not provided by the Authority, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the Authority.

6.4 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for work.

6.5 Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.

6.6 Receipt of Materials - Shipment of equipment to jobsite, materials, and supplies shall be addressed to the Contractor - not the Authority. The Contractor must be on hand to accept shipments; the Authority will not accept shipments.

6.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the Authority.

6.8 At the end of each workday, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the Authority of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.

6.9 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.

6.10 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use garbage cans, trash piles or dumpsters.

6.11 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the Authority. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where





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existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

### 7.0 CRITERIA

7.1 The Contractor work shall in accordance with U.S. codes and standards. The Authority will review and comment on the Contractor's submissions.

Contractor shall provide specifications, samples and manufacturer's data sheets

Statement of Work for Construction Services

### 8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve completion and acceptance including final cleanup of the premises within the period specified.

8.2 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one-year workmanship guarantee and product literature of all items installed.

### 9.0 PROJECT SECURITY

9.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors shall be cleared by for review by the Authority. Information submitted by the Contractor will not be disclosed beyond the Authority.

### 10.0 PAYMENTS

10.1 The Contractor shall provide a fixed lump sum priced proposal to the (CO), as indicated in the proposal, with the logo, name, address, phone numbers and e-mail of the company and signed by the General Manager or legal representative, as well as schedule of the works as indicated on Proposal. Performance Chart, the Contractor may submit requests for progress payments at intervals to cover the value of labor and materials completed to date, as indicated in the proposal and accepted by the Authority. In making progress payments, there shall be retained 10% of the amount due until completion and acceptance of work.

10.2 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the Authority. The Authority will determine if the invoice is complete and proper as submitted. The Authority also will determine if billed services have been satisfactorily performed and if







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expenses billed are correct. If it is determined that the amount billed is incorrect, the Authority will within seven days, request the Contractor to submit a revised invoice.

10.3 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

### 11.0 Miscellaneous Specifications

11.1 The awarded Contractor, his/her employees and subcontractors assume any and all responsibility and liability incurred by the Contractor, his/her employees or subcontractors for damages to vehicles, equipment, portable toilet/s, materials or containers stored, used or left on AUTHORITY property. Contractor will clean and/or paint over graffiti within 24 hours of notification to the awarded contractor, his/her employees or subcontractors.

11.2 Contractor shall be responsible for providing an adequate number of portable toilets for its employees use. Authority tenant toilets are not to be utilized.

11.3 Contractor cannot use tenant paid utilities.

11.4 Contractor shall minimize dust from any construction activities and conform to the requirements of San Joaquin Valley Unified Air Pollution Control District.

11.5 Contractor shall provide traffic control and limit impacts on city streets and private parking if needed.

11.6 The Authority must provide its residents at least 48-hour notice before the Contractor may commence work on a unit/building; therefore, the Contractor shall provide a written schedule of work at least one week in advance. Schedule must be updated on a weekly basis. Contractor must advise the Authority of any relevant information regarding protection of tenant's property.

11.7 Authority maintains a Drug-Free Workplace which applies to Authority contracted work. Contractor and/or its employees shall not engage in the use of illegal drugs, including the illegal use of prescription drugs, and/or alcoholic beverages on the job, at the workplace, on Authority properties or reporting to work for Authority under the influence of any of the above.

11.8 Medical Marijuana: The use and/or possession of medical marijuana is strictly prohibited on Authority property and will result in termination of the contract. Federal law supersedes state laws that legalize medical marijuana related conduct.





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11.9 AUTHORITY maintains a Smoke-Free environment on all AUTHORITY properties. Contractors, subcontractors and/or their employees shall not smoke on any AUTHORITY property. Smoking materials (i.e. cigarette butts, matches, etc.) shall not be disposed of in gutters, walkways, streets, driveways, common areas or any other areas on AUTHORITY property. Smoking materials include, but are not limited to, inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant or vapor cigarettes, vapor pens or similar devices.

END OF SCOPE OF WORK

