



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

HOUSING AUTHORITY OF THE COUNTY OF MERCED

SCOPE OF WORK

February 5, 2020

O'BANION TERRACE FENCE PROJECT

FENCE WORK

1.0 INTRODUCTION

1.1 The Housing Authority of the County of Merced (Authority) requires the services of an experienced Fencing company to perform the removal and installation of fencing materials, at the O'Banion Terrace development, consisting of 25 units located on Dora St. in Dos Palos, CA.

1.2 The work to be done is Chain Link Fence work; there are currently wood fencing materials.

1.3 Contractor is to provide a statement that their company and all personnel are experienced in Fence work similar to type and scope required for the work.

1.4 There are no drawings for this project. Contractors must do their own survey. Fence perimeter is approximately 1,235 lineal feet of wood fencing currently in place. Minus 390' lineal feet on Southside facing canal, not included.

1.5. Patio fences with a single 3'ft wide gate will be installed at the backs of each unit (25 units). It will be 4 foot in height. Fence perimeter length is approximately 750 lineal feet. Gates to be welded.

1.6 Fence removal will be complete, including but not limited to all fencing materials and cement at posts. The existing retaining wall will require saw cutting at each side of posts and replaced when setting posts to match existing retaining walls.

1.7 All posts and rails to be schedule 40 galvanized steel piping. Posts to be 2 3/8" (2") set no more than 8 foot on center and with galvanized top caps. Posts shall be set at a minimum of 2' feet below grade. Patio posts will have a galvanized base plate and bolted down with 4 bolts each.

1.8 All fabric to be 9 GA. brown in color, 75% privacy with a single bottom guide wire, brown in color.





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

-
- 1.9 All materials to be galvanized steel, commercial grade, height of fence to be 6 Feet from top of retaining walls. The North exit, east side fence has posts set on the side of the retaining walls; all other areas are within the retaining walls. Patio fence to be 4 ft from top of patio cement.
- 1.10 Contractor shall take care that all existing property shall not be damaged during the work process. Any damage that occurred during the execution of this Contract should be repaired by the Contractor to its original conditions at Contractors cost.
- 1.11 All removed fence materials shall be removed and disposed by the Contractor off site.
- 1.12 The Contractor shall be responsible for sweeping and removal of all loose surface material. All existing asphalt shall be cleaned daily.
- 1.13 Access to perform all work will be at the sole expense of the contractor.
- 1.14 All given measurements shall be confirmed and amended 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.
- 1.15 Contractor must provide all equipment, materials and tools.
- 1.16 The Authority only provides water for this work and may include electricity.
- 1.17 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.
- 1.18 Authority is allowing access to all work areas.
- 1.19 Upon completion of work the existing property shall not be used by the contractor.
- 1.20 Working days: Monday through Thursday 7:30 AM to 5:00 PM and every other Friday 7:30 AM 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.
- 1.21 Upon completion of work, the entire area impacted by work shall be returned to clean condition with no debris, or garbage generated by contractor on site. Contractor is responsible to remove and dispose all exceeding materials and all garbage and debris product of this work.
- 1.22 All inspections shall be requested through the Authority.





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

1.23 Work shall be completed as expeditiously as possible. The structures/units are 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 each unit in a sequential manner. Contractor is to submit a phasing plan with a construction schedule for review and approval prior to commencement of work at the site.

1.24 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, materials, tools and supervision as needed to complete the services that meet the technical requirements in this SOW. It is expected that the Contractor shall partner closely with the Authority's 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 must be completed within a maximum of **twenty (20)** working days from the start date of the Notice to Proceed (NTP).

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 the Authority.

2.4 The contractor will be required to contact 811 in advance before any below grade work shall commence.

3.0 CONTRACT ADMINISTRATION

3.1 The Contractor shall not conduct any work that is beyond this SOW and accompanying specifications unless prior approval 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 NTP to the Contractor. No work shall be initiated until the NTP is issued.

3.3 The CO may designate more than one individual to serve as the Authority's 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.





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

3.5 The Authorities review; approval, or acceptance of, nor payment for the services required under this contract shall not 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.

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.

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

4.4 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.





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

4.5 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. Sub contractors shall be preapproved by the Authority.

4.6 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.

4.7 The Contractor shall be and remain liable to the Authority in accordance with applicable laws 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.

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.

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 The Contractor shall transport and safeguard all materials and equipment required for work.

6.5 Equipment and materials shall be the contractors responsible for security of all materials and equipment.





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

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

6.7 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fix 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.

6.8 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.

6.9 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 Authority's waste disposal facilities including garbage cans, trash piles or dumpsters.

7.0 CRITERIA

7.1 The Contractors work shall be in accordance with local, county, state and U.S. codes and standards.

7.2 The Contractor shall be required to obtain any permits if required at their own expense.

8.0 DELIVERABLE SCHEDULE

8.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final 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 to the Authority.

9.0 PROJECT SECURITY

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





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

9.2 The Contractor shall submit this information including construction vehicle requirements within 20 twenty days of the Notice to proceed has been issued.

10.0 PAYMENTS

10.1 The Contractor shall provide a fixed priced lump sum proposal to the Authority, as indicated on 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 the Proposal.

10.2 Performance Chart, the Contractor may submit requests for progress payment intervals to cover the value of labor and materials completed to date, as indicated on the proposal. In making progress payments, there shall be retained 10% of the amount due until final completion.

10.3 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 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.

10.4 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 change orders 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.





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

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.

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.

11.10 DAVIS-BACON & RELATED ACTS: The Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) have determined that this job requires compliance with the Davis-Bacon Act and Related Acts and the payment of not less than the prevailing wages as determined by the DOL and published in the bid documents. You may also obtain a current wage determination by visiting www.wdol.gov/dba or by contacting the Authority. Wage decision # CA2020009, Mod 3, as issued on 01/30/2020 will be utilized for this project. Wage decision will be "locked-in" ten (10) days prior to bid opening. As this project is a HUD (Federal) funded project, any state or local determined wage rate that exceeds the corresponding Federal Determined Wage Rate, the state or local determined rate is inapplicable to the contract and will not be enforced. Attention is called to the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order #13658) and payment of not less than prevailing salaries and wages, as set forth in the specifications, pursuant to Section 16(2) of the United States Housing Act, as amended. On-Site Interviews: Inform all workers of prevailing wage rates, position title, and job duties.

If a contract is not awarded within 90 days after bid opening MOD to general wage determination in the contract shall be effective to the contract. Unless the agency receives special approval from Department of Labor not to do so.





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

END OF SCOPE OF WORK

