



Housing Authority of the County of Merced

INVITATION FOR BIDS IFB #2023-58

Bid Documents and Specifications:

Fire Restoration and Unit Modification

1678, 1674, 1670, & 1666 Dora Street, Dos Palos

Bid Due on or Before: December 22, 2023 @ 4:00pm

405 U Street, Merced, CA. 95341

Telephone: (209) 386-4137

Email: melinab@merced-pha.com

INVITATION FOR BIDS (IFB) #2023-58

Fire Restoration and Unit Modification:
1678, 1674, 1670, & 1666 Dora Street, Dos Palos

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ATTACHMENTS

1. Scope of Work
2. Submittal Instructions and Requirements
3. Request for Sealed Bid Cost Form
4. Profile of Firm Form
5. Form of Non-Collusive Affidavit
6. Contractor/Sub-Contractor Information with Business Preference Verification
7. Section 3 Certification of Business Seeking Section 3 Preference
8. Insurance Requirements
9. HUD Form 5369, Instructions to Bidders for Contracts
10. Hud Form 5369-A, Representations, Certifications and Other Statement of Bidders
11. Form HUD-5370 General Conditions for Construction Contracts – Public Housing Programs

SECTION 1 – GENERAL INFORMATION

Housing Authority of the County of Merced (Authority) was organized in 1942, under the U.S. Housing Act of 1937. The Authority is governed by a seven-member Board of Commissioners. The main purpose is to provide affordable housing to low- and moderate-income families, seniors and disabled/handicapped individuals.

The Authority requires the services of appropriately licensed Class B with Asbestos Remediation and/or be able to subcontract accordingly. Refurbish four fire damaged units according to scope of work for Housing Authority Properties. The Authority is soliciting contractors who are appropriately qualified and licensed with the California State Licensing Board (CSLB), to provide all work necessary to complete the work as detailed within the Scope of Work (SOW). This is a turn-key project. It is the sole responsibility of the contractor to examine the property in its entirety to provide a complete and accurate bid.

This IFB is being issued, as well as any addenda, by the Authority. The contact person for the Authority is:

Melina Frederick, Director of Procurement
405 U Street, Merced, CA. 95341
Telephone: (209) 386-4137; Fax: (209) 722-0106
Email: melinab@merced-pha.com

- 1. Contact with Authority staff, Board Members and/or Residents:**
Under no circumstances may any Authority Board Member or any Authority staff member other than the contact person specified within this IFB be contacted during this IFB process by any entity intending to submit a response to this IFB. Failure to comply with this request will result in disqualification. All questions shall be in writing and directed to the contact person as listed within this IFB.
- 2. Addenda/Addendum and Update Procedures for the IFB:** During the period of advertisement for this IFB, the Authority may wish to amend, add to or delete from, the contents of this IFB. In such situations, the Authority will issue an Addenda/Addendum to the IFB setting forth the nature of the modification(s). The Authority will email, fax or send via regular U.S. Postal Service Mail (upon written request), to all known Respondents, any Addenda/Addendum to the Respondents of the IFB solicitation. Interested parties may also view Addenda/Addendum on the Authority's website www.merced-pha.com. It shall be the responsibility of each Respondent to ensure that they have any/all Addenda/Addendum relative to this IFB.

SECTION 2 – SCOPE OF WORK – SEE ATTACHMENT #1

SECTION 3 – BID SUBMISSION REQUIREMENTS

1. **Bids may be submitted by mail or hand-delivered.** FOUR (4) complete sets (including minimum of one original) must be bound separately and submitted together. The instructions below provide guidance on what the bids will contain and how it should be organized.

Bids shall be delivered, assembled in the order described in this IFB, in a sealed envelope or box clearly marked with the following:

INVITATION FOR BIDS (IFB) #2023-58
Fire Restoration and Unit Modification:
1678, 1674, 1670, & 1666 Dora Street, Dos Palos

Bids must be received at the Housing Authority, Main Office located at 405 "U" Street, Merced, CA 95341 **by or prior to 4:00 P.M. Pacific Standard time (PST) on Friday, December 22, 2023.** Late submittals will not be accepted and will be returned, unopened, to the sender.

For any questions you may Contact Melina Frederick at 209-386-4137.

- a. Facsimile copies or emails will not be accepted. All bids will become the property of the Authority upon submission.
- b. All bids must be submitted in accordance with the conditions and instructions provided herein.
- c. All bids must remain open for acceptance for sixty (60) business days from the due date.

All bids shall be submitted in an 8 ½" x 11" format, preferably in a 3-ring binder or similar format. Larger size pages or inserts may be used provided they fold into 8 ½" x 11". The bid submittal shall be bound in a manner that the Authority can, if needed, easily remove the binding or remove pages to make copies, then easily return the bid submittal to its original condition. The front cover of the bid should bear the name and number of the IFB, date of submittal, Respondent's name(s), address, phone & fax numbers and email address(es). Provide all required certifications and HUD forms, and all other required documents as outlined within this IFB. All forms that require a signature or initials must bear an original signature or initial. All copies of the submittal must be identical in content and organization. The format of the bids shall be organized into sections and tabbed for ease of review, including copies. Listed below are the sections that must be included in the bid. Each section must be clearly labeled using bold-faced tabs as listed below. The required submission and all additional copies must be bound separately and each section tabbed as instructed.

- TAB 1** • Submittal Instructions and Requirements (**Attachment 2**)
- TAB 2** • Request for Sealed Bid Cost Form (**Attachment 3**) Material information and specifications must be included (i.e. asphalt material, subgrade component, etc.)
 - estimated work schedule with proposed start/completion dates.
- TAB 3** • Profile of Firm Form (**Attachment 4**)
 - Form of Non-Collusive Affidavit (**Attachment 5**)
- TAB 4** • Understanding of the Scope of services and work to be performed
 - Contractor/Sub-Contractor Information with Business Enterprise Verification (**Attachment 6**)
- TAB 5** • Bid Bond or Bid Guarantee
- TAB 6** • References: ***The Respondent shall submit a minimum of three (3) references,*** including Public Housing Agencies. For each reference, please list Company/Agency name, mailing address, contact person, telephone and email address; contract amount, completion date and a brief description of the work completed. References must be recent, within the previous 24 months and/or current clients. The Respondent shall submit a listing of former or current clients, including any Public Housing Agencies, for whom the Respondent has performed similar or like services to those being proposed herein.
- TAB 7** • Section 3 Certification for Business Concerns seeking Section 3 Business Preference (**Attachment 7, Optional**)
 - HUD-5369-A: Representations, Certifications and Other Statements of Bidders (**Attachment 10**)
- TAB 8** • Optional information

SECTION 4 - SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

1. **Pre-bid Meeting and Interpretations/Questions:** The Authority will be holding an in-person pre-bid meeting or walkthrough on **Wednesday, December 6, 2023 at 9:00 A.M.** During the period between issuance of this IFB and the bid due date, no oral interpretation of the IFB's requirements will be given to any prospective respondent. Request for interpretation must be made, in writing, no later than

Thursday, December 14, 2023 at 10:00 A.M. (PST Time) five (5) business days before bid due date, to Melina Frederick at, email: melinab@merced-pha.com.

2. **Submittal Forms:** Provide, as part of the bid, all required certifications and HUD forms, and all other required documents as outlined within this IFB. All forms that require a signature or initials must bear an original signature or initial.
3. **Acceptance of Bid:** Bids must be signed and received, in completed form, at the Authority on or before the bid due date and time. Bids submitted after the designated due date and time will not be accepted for any reason and will be returned unopened to the sender.
4. **Time for Reviewing Bids:** Bids received prior to the due date and time will be securely kept and remain unopened. Bids received after the due date and time will not be considered. All bids properly received will be evaluated by an Authority Evaluation Committee appointed by the Executive Director.
5. **Withdrawal of Bids:** Bids may be withdrawn by written notice or facsimile transmission received at any time prior to award and provided that withdrawal request has the signature of the authorized representative.
6. **Award of Contract(s):** Contract shall be awarded to the lowest responsive and responsible proposer. The Respondent to whom award is made will be notified at the earliest practical date.
7. **HUD Debarment and Suspension List:** Contract shall not be awarded to a contractor which has been debarred, suspended or otherwise ineligible for participation, in accordance with Federal regulations (24 CFR, part 24 and 24 CFR, part 85) and in accordance to State of California law.
8. **No Claim Against The Authority:** A Respondent shall not obtain, by submitting a Bids in response to this IFB, any claim against The Authority or the Authority's property by reason of all or any part of any of the following: any aspect of this IFB; the selection process; the rejection of any or all offers; the acceptance of any offer; entering into any agreements or the failure to enter into any agreements; any statement, representations, acts or omissions of the Authority or any person or entity on its behalf; the exercise of any discretion set forth in or concerning any of the foregoing; and any other matters arising out of the foregoing.

9. **Best Available Data:** All information contained in this IFB is the best data available to the Authority at the time the IFB was prepared. The information given in the IFB is not intended as representation having binding legal effect. This information is furnished for the convenience of the Respondents and the Authority assumes no liability for any errors or omissions.
10. **Licenses:** The Respondents shall have and maintain all required licenses necessary to conduct business in the County of Merced and State of California. All licenses must be kept up-to-date for the duration of this contract. Copies of all licenses must be submitted at or prior to contract signing.
11. **Respondent Responsibilities:** Each Respondent is presumed by the Authority to have thoroughly studied this IFB and is familiar with the contents, locations, nature of request, etc. covered by the IFB. Any failure to completely understand this IFB is the responsibility of the Respondent.
12. **Release of Information:** Information submitted in response to this IFB will not be released by the Authority during the bid's evaluation process or prior to a contract award.
13. **Proprietary Information:** If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, and that identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.
14. **Indemnification:** Contractor shall indemnify and defend the Authority, its officers, officials, employees, volunteers, agents and assigns and hold it harmless from and against any and all claims, demands, liability, damage, costs, expenses, awards, fines, judgments and attorney fees arising out of or in any way connected with the performance of this Contract. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of the Authority. Contractor will, on request and at its own expense, defend any action, suit or proceeding arising hereunder and shall reimburse and pay the Authority for any loss, cost, damage or expense, including attorney fees (including those of in-house counsel) suffered by it hereunder.

15. **Guarantee and/or Bonds:** Bid, Payment and Performance Guarantee and/or Bonds are required for any bid and/or contract that exceeds \$100,000:

- a. Bid Bond: Contractors will be required to submit a Bid Guarantee/Bond equivalent to 5% of the bid price. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company or other negotiable instrument may be accepted as a bid guarantee.
- b. Performance and Payment bonds: Contractor who is awarded the contract will be required to submit one of the following:
 - i. A performance and payment for 100% of the contract price;
or
 - ii. Separate performance and payment bonds, each for 50% or more of the contact price;
or
 - iii. A 20% cash escrow;
or
 - iv. A 25% irrevocable letter of credit.

16. **Prevailing Wage Decision:** 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:

<https://sam.gov/wage-determination/CA20230009/10>

or by contacting the Authority. Wage decision **#CA20230009, Modification 10, last revised date September 15, 2023** will be utilized for this project.

SECTION 5 - RIGHT TO PROTEST

- 1. **Rights:** Any prospective or actual proposer or contractor, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to serious violation of the Authority procurement policy.
- 2. **Definition:** An alleged aggrieved "protestant" is a prospective proposer or proposers who feel that he/she/they has been treated inequitably by the Authority and wishes the Authority to correct the alleged inequitable condition or situation.

3. **Eligibility:** To be eligible to file a protest with the Authority pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a perspective proposer (i.e. recipient to the IFB documents) when the alleged situation occurred. The Authority has no obligation to consider a protest filed by any party that does not meet these criteria.
4. **Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of the Authority's procurement policy. Any protest against the Authority's solicitation must be received before the due date for receipt of bids and any protest against the award of a contract must be received within ten (10) business days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Contracting Officer, Executive Director, or his/her/their designee for a written decision. The Contracting Officer, Executive Director, or his/her/their designee will issue a written decision and findings to the Protester or Protesters within thirty (30) business days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within five (5) business days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be appropriately marked and sent to the address as listed below:

APPEAL OF IFB # 2023-58
Housing Authority of the County of Merced
ATTN: Executive Director
405 U Street, Merced, CA. 95341

SECTION 6 – RESERVATION OF RIGHTS:

1. The Authority reserves the right to accept or reject any or all bids, to take exception to these IFB specifications or to waive any formalities or to terminate the IFB process at any time, if deemed by the Authority to be in its best interests.
2. The Authority reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including by not necessarily limited to, incomplete bid and/or bids offering alternate or non-requested services. Respondents may be excluded from further considerations for failure to fully comply with the specifications of this IFB.
3. The Authority reserves the right not to award a contract pursuant to this IFB.

4. The Authority reserves the right to reject the bids of any Respondents who have previously failed to perform properly or to complete on time, a contract of similar nature; or who is not in a position to perform the contract.
5. The Authority reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 business days written notice to the successful Respondent(s).
6. The Authority reserves the right to determine the days, hours and locations that the successful Respondent(s) shall provide the services called for in the IFB.
7. The Authority reserves the right to retain all bids submitted and not to permit withdrawal for a period of 60 business days subsequent to the deadline for receiving bids without the written consent of the Authority Executive Director.
8. The Authority reserves the right to negotiate the fees proposed by the Respondent entity.
9. The Authority shall have no obligation to compensate any Respondent for any costs incurred in responding to this IFB.
10. The Authority shall reserve the right to, at any time during the IFB or contract process, prohibit any further participation by a Respondent or reject any bid submitted that does not conform to any of the requirements detailed herein.

SECTION 7 – Build America, Buy America Requirements:

The Build America, Buy America (BABA) Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58) also known as the Bipartisan Infrastructure Law. BABA establishes a domestic content procurement preference known as the “Buy America Preference” (BAP) for Federal infrastructure spending. The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance must be produced in the United States, Per the Community and Development Notice: CPD-2023-12. In accordance with these guidelines, the Authority must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, and as applicable to this project. Pursuant to Title 2, CFR Chapter 1, Part 184, materials used are subject to BABA requirements, unless exempted by a waiver. Contractor must make every effort to ensure any applicable material used for this project is produced in the United States according to the BABA guidelines.

SECTION 8 - EVALUATION AND AWARD

1. **Method:** Bid will be evaluated by an Authority evaluation committee. The committee will present its recommendations to the Authority Executive Director who will make the final decision.
2. **Basis of Award:** The contract will be awarded to the firm whose bid is determined by the Authority to be the most responsive and responsible proposer which is the most advantageous to the Authority with price and other technical factors considered.
 - a. Responsive Evaluation: Evaluations will be conducted on the bid submittals received for responsiveness (i.e. meets the minimum of the requirements).
 - b. Responsible Evaluation: The Authority will evaluate the apparent lowest responsive bidder to ensure that he/she/they is/are responsible (i.e. a firm that is qualified, responsible and able to provide to the Authority the required services).
 - c. Price: Price will be considered in conjunction with technical factors by the Authority to determine the bid that is most advantageous and offers the best value to the Authority.
 - d. Past Performance with similar projects: Company's experience in performing work of similar nature (i.e. apartment renovation). Emphasis should be placed on experience with public housing authorities, governmental agencies and/or non-profits.
 - e. Approach/Work Plan: Company must identify how they plan to undertake the activities under the Scope of Work.

SCOPE OF WORK/FIRE RESTORATION & UNIT MODIFICATION
4 UNITS, 1678, 1674, 1670, & 1666 DORA STREET, DOS PALOS

The Housing Authority of the County of Merced (Authority) is issuing this Invitation for Sealed Bids (IFB) from interested, qualified, insured, and appropriately licensed Class B-General Building contractors with a C-22 Asbestos Abatement license, or be able to subcontract, to restore four residential units to their pre-fire damaged condition, rebuild part of the structure, and perform unit modification. Three of the units will require heavy repairs before modification and one of the units will require full demolition and rebuilding. All materials within the units have been tested and only the flooring contains Asbestos Contaminated Materials (ACM), reports available upon request. Contractor's License issued by the Contractors State License Board (CSLB) must be active and in good standing at time of quote submittal and must be maintained throughout and up to completion of project. The awarded contractor shall provide all labor, materials, and equipment necessary to complete the required work as detailed within this Scope of Work (SOW). The selected contractor will be required to obtain a final occupancy permit and submit it to the Authority. Bids are required for the entirety of work described herein.

This project will consist of two phases of work. These phases are: Phase I: Fire Restoration & Phase II: Unit Modification. Please note and be aware that although the IFB consists of two phases and/or work projects it will be issued as one contract and this is considered a single IFB.

This is a turnkey project. It is the contractor's sole responsibility to examine, measure, and inspect the units in their entirety to provide a complete and accurate bid. The SOW is not all encompassing of the work that will be required to complete the project. It is the sole responsibility of the contractor to fully know and understand what will be required, including but not limited to, expenses for materials and time, permit and license fees, and all the requirements for completing the project.

It is the sole responsibility of the Contractor to complete all phases, components, etc. of this project in accordance with Federal, State, and Local laws, regulations and codes. The Contractor will be solely responsible to obtain and pay for all necessary permits, licenses, tests and/or certifications required to complete all phases and/or components of this project. The SOW is not all-inclusive. All phases of work, descriptions and/or specifications not listed below, but necessary, will be the contractor's responsibility to include in their Bid. Change orders must be pre-approved by the Authority and will be limited to work that is added to the project.

Costs for this project/contract (e.g. restoration, flooring, framing, etc.) shall be provided, broken down, and/or submitted in the following manner:

- Phase I: Fire Restoration
- Phase II: Unit Modification

Description of Properties and work required:

In general, this scope of work requires the contractor to perform demolition of the fire damaged units, clean out remnants of fire damage, rebuild the structure of one unit, and install new materials to modify units for tenancy. Each unit is 1 bedroom, 1 bathroom, and 714 square feet.

1666 Dora St. is the unit to be completely demolished and rebuilt. Please see the attached blueprints from when the units were first constructed. The contractor must utilize these plans while also ensuring the reconstruction follows current County, State, and local building codes. Beyond the reconstruction of the unit's structure, the rest of the unit modification should adhere to the specifications below:

I. ASBESTOS

Description of Work	
PHASE I/II	Asbestos testing has been conducted for these units, the reports indicate that only the floor throughout contains Asbestos Containing Materials (ACM). Reports available upon request.
PHASE I/II	Contractor will be responsible for the asbestos abatement activities.
PHASE I/II	If transite pipe or any suspect ACM is removed during abatement, such materials will be replaced with approved materials, properly installed, and at the sole expense of the contractor. Contractor must notify the Authority prior to removal.

II. DEMOLITION

Description of Work	
PHASE I	Demo any items fire-damaged or necessary for removal to comply with any phase of modification according to the scope of work to be able to complete project. <ul style="list-style-type: none"> • Contractor will follow all safety protocols when interacting with any ACM or suspected Asbestos Containing Material.

III. SHEETMETAL

Applicable Units	Description of Work
PHASE I	Remove all ducting work and reinstall with new duct work, including but not limited to HVAC and all exhaust systems.
PHASE I	Remove three (3) damaged gable vents. Install new gable vents in the same locations. New vents must match original.
PHASE I	All joints to have approved tape/sealant/clamps to properly seal joints.
PHASE I	All pipe roof jacks to have a rubber seal integrated into the jack to seal pipes. Caulking and sealants will not be allowed.
PHASE I	All roof sheet metal to be properly installed and nailed to prevent water intrusions and movement.
PHASE I	All sheet metal pipe to be properly sized to code.

IV. RESTORATION

	Description of Work
PHASE I	Contractor will be responsible for thoroughly cleaning and restoring the units to the pre-fire condition.
PHASE I	Cleaning of all materials, including but not limited to, floors, walls, cabinets, doors, trim, plumbing, electrical fixtures, appliances, windows, etc.
PHASE I	Contractor will be responsible for odor control by removing, cleaning, scraping away and/or by any means deemed standard of the trades of all burned wood and/or materials.
PHASE I	Shellac seal all exposed and/or remaining framing members (damaged or not) by any method and/or process acceptable in the industry to ensure that no odor is detected after restoration has been completed.
PHASE I	Pressure wash with an environmentally-safe chemical spray all exterior walls, soffit and entire patio covers. This includes the complete exterior surfaces of the entire building.
PHASE I	Contractor to perform water extraction/remediation for units, as needed.
PHASE I	Contractor will be responsible for mold and/mildew remediation, if present.

V. ROOFING

Applicable Units	Description of Work
PHASE I/II	All roofing will be removed and replaced. Contractor must dispose of materials properly and offsite.
PHASE II	Remove any rooftop antennas and/or satellite dishes present. Contractor will not be responsible for reinstallation of antennas and/or satellite dishes.
PHASE II	Properly terminate abandoned utilities to point of connection (POC) as far back as accessible and remove any curbs and flashings from roof deemed unnecessary and/or abandoned by the Authority.
PHASE I/II	Remove and replace any dry rot roof sheathing with like materials. Spacing and nailing pattern will follow the Uniform Building Code (UBC) requirements and approved by the County of Merced's Building Department.
PHASE I/II	Contractor will include line item cost, per proper measurement, for sheathing, rafter tails, soffit, and fascia in the proposal. The cost will include all materials, labor, profit and overhead.
PHASE I/II	The contractor will make all recommendations of materials that may need repaired and/or removed and replaced. All such repair and/or replacement will be at the sole discretion of the Authority.
PHASE I/II	Replace all fascia with 2x8 Hem Fir re-sawn materials. Contractor will paint all fascia, including scrape, prepare, prime and paint.
PHASE I/II	All exposed wood must be primed, prepared and painted. Color to be determined by the Authority. Replace any damaged wood, including but not limited to, soffits.
PHASE I/II	Replace all drip edge with new 2"x3" galvanized drip edge. Drip edge must be painted to match trim color. Pre-finished drip edge matching trim color will be acceptable. Contractor to provide a minimum 2-year warranty against peeling paint.
PHASE I/II	Install a single layer of 30-year modified asphalt underlayment (for example but not required, Layfast TU70). If multiple layers are required by code, each additional layer will be offset to the center of the lower layer.
PHASE I/II	Contractor will install laminated 30-year asphalt shingle roofing system with fiberglass-based asphalt shingles

	such as those manufactured by Owens Corning Oakridge® shingles, GAF Timberline® HD™ shingles, Tamko Heritage® shingles, or equivalent products from other manufacturers. Roofing material must meet Title 24 Cool Roof requirements. Color to be black. Note: Specific brand names as noted herein are used only for establishing design and quality standards any other products that clearly and demonstrably meet the standard are also acceptable. Proposed equivalent material will be reviewed and approved by Authority.
PHASE I/II	Replace all flashings and roof jacks with new galvanized materials, primed and painted to match roofing materials, pre-finished matching roof color will be acceptable. Roof jacks to have an integrated rubber seal, caulking will not be acceptable. Contractor to provide a minimum 2-year warranty against peeling paint.
PHASE I/II	Contractor will properly install new low-profile roof vents, per code. Contractor will prime and paint to match roofing shingles, pre-finished matching roof color will be acceptable. Contractor to provide a minimum 2-year warranty against peeling paint.
PHASE I/II	Shingles will be installed with six (6) nails per shingle; staples will not be accepted. Roof installation must comply with the wind factors of Dos Palos; no less than six (6) nails per shingle will be accepted.
PHASE I/II	Contractor must comply with all current applicable California Title 24, Part 6 requirements. Material information must be included in bid proposal.
PHASE I/II	Remove and install manufacturer Ridgess Ridge cap, to match roofing materials, on all ridge areas. Contractor will ensure all ridge caps are installed straight and true.
PHASE I/II	All valleys will be flashed with galvanized metal flashing per code, if applicable.
PHASE II	Contractor will install new galvanized diverters at all exterior doors. Diverters must extend 12" past door openings on both sides. New diverters will be primed and painted to match roofing materials; pre-finished matching roof color will be acceptable.
PHASE I/II	Contractor will install leak barriers around all new and existing vents, pipes, electrical, etc. Flashings will be factory made and have a rubber seal integrated into

	the roof jack to ensure a water tight seal; a sealant will not be acceptable.
PHASE I/II	Contractor will supply and install all flashing, roof vents and other roofing materials necessary for completion of project.
PHASE I/II	Contractor will provide a three year (3-year) watertight guarantee on roofing material.
PHASE I/II	Contractor will provide all paint. The Authority will provide colors choices to match the adjacent units within the complex.
PHASE I/II	The contractor is responsible to protect and keep water intrusion from entering the building at all times and at the contractor's sole expense once the work has commenced. Contractor must use all available means to plan for rain and/or any other moisture that is forecasted during the project. By no means will this afford the contractor from liability if damage occurs because said means was inaccurate and/or inadequate. The contractor may from time to time discuss with the Authority on weather forecasts and information may be provided, but it will be at the sole discretion of the contractor to use any available information in planning the work. It will not relieve the contractor of liability if information is inaccurate and/or incorrect. If weather causes delays in the project, schedules will be extended to equal amount of time and/or days that the weather caused delays. The extension of time will be granted with written requests by the contractor to the Authority for consideration immediately after delay occurs, no later than three (3) calendar days.
PHASE I/II	<p>The Authority will inspect roof process at each phase listed below. Contractor will be responsible for providing a minimum of 24-hour notice and will not proceed without the Authority's approval.</p> <ul style="list-style-type: none"> • After demolition of all roofing materials are completely removed. • After all repairs to all framing members. • After all sheeting, fascia, flashing & sheet metal is installed.

VI. SHEETROCK

Description of Work	
PHASE I	Properly remove all water/fire damaged ceiling and/or wall sheetrock in each unit.
PHASE I	Remove any wall sheetrock as needed to replace electrical, plumbing, damaged areas, etc.
PHASE II	Properly repair water/fire damaged ceiling and wall areas in units
PHASE I/II	Sheetrock will be replaced as needed for a clean and consistent finish throughout the unit.
PHASE I/II	Sheetrock grabber screws will be used. Nailing will not be allowed.
PHASE I/II	Tape, top, skim sheetrock, and texture (Finish texture to match existing).
PHASE I/II	Sheetrock will be properly primed prior to the texture coat being applied where repairs were made.
PHASE I/II	Fasteners are to be installed per code.
PHASE I/II	Any fasteners that pass-through/tear the sheetrock paper will be considered improperly fastened and will require another fastener.
PHASE I/II	All sheetrock cutouts will be within 1/8" of all edges.
PHASE I/II	All sheetrock ends must fall on the center of framing members. If not possible, proper backing will be installed.
PHASE I/II	Properly repair all damaged sheetrock so that no damaged sheet rock will be present at the completion of the project.
PHASE I/II	Sheetrock corner clips will not be allowed.

VII. FRAMING

Description of Work	
PHASE I/II	Replace and/or repair damaged framing materials, with new materials, to match existing materials, to proper size and type to meet all building codes and engineering requirements. If acceptable methods of sister trussing are recommended by the Engineer and/or approved by County of Merced's Building Department and meets all code requirements, then this will be an acceptable method of repair instead of replacement of framing members.

PHASE I/II	Splicing, sister trussing, or repairs will be a minimum of 4 feet past repair area.
PHASE I/II	Hand nailing or gun nailing is acceptable. Nails will not be counter sunk or protruding from any materials. If gun nailing methods are used, the materials mated will be hand hammered following gun nailing to draw the materials tight to each other, no gaps will be acceptable.
PHASE I/II	Remove and install damaged Soffit vents. New vents must match original. Contractor responsible to confirm total amount of vents needed for replacement
PHASE II	Ceiling joists and walls, if repaired, will be flat level, plumb and straight so sheetrock will not have any noticeable waves or imperfections on the interior of the units.
PHASE II	Any nails exposed to the elements of the weather will be hot dipped galvanized.
PHASE II	All work will be completed to meet or exceed all current building codes.

VIII. ELECTRICAL

Description of Work	
PHASE I/II	All electrical work will meet all current electrical building codes.
PHASE I/II	All appliances must have dedicated circuits as required by code.
PHASE I/II	Remove and replace wiring in its entirety. New wiring must meet current electrical codes. Aluminum wiring will not be accepted without prior written approval from the Authority.
PHASE I/II	All circuits will be properly sized with proper breakers and wiring to meet all current electrical codes.
PHASE I/II	Contractor will prepare unit electrically and install separate hard-wired smoke and hard-wired carbon monoxide detectors as required by fire and building codes. Combination smoke and carbon monoxide detectors will not be accepted. Detectors must be A/C powered with a sealed NO LESS THAN 10-year battery backup and smoke detectors must be interconnected with each other. The detectors must also have devices to alert hearing and/or visually impaired individuals when an alarm goes off.

PHASE I/II	For subpanel(s) that must be replaced, it will be replaced with a new interior "Square D", 24 space sub panel or equal. New panel must be a currently manufactured panel, with parts readily available for repairs/replacements. Sub-panel replacement to accommodate all new breakers with a minimum of 2 spare circuits for future use.
PHASE I/II	All wiring will be located within the walls and ceilings, no wire moldings, electrical metallic tubing (EMT) etc., will be allowed unless required by code and accepted in writing by the Authority.
PHASE I/II	Contractor must install a power outlet in the attic for the alarm system contractor to utilize for alarm systems.
PHASE I/II	These units will have "nurse call" pullcord systems installed by the Authority's alarm system contractor. The pullcord systems will be installed in both the bathrooms and the bedrooms of each unit. The alarm system contractor will need access to the walls before sheetrock is installed to install the wiring needed for the system.
PHASE I/II	Utilities (gas and electric) have been disconnected. Contractor will be responsible to provide all necessary utilities to complete the project from start to completion. The contractor will be responsible to obtain any required inspection tags to restore the utilities. Contractor will be responsible for scheduling utility restoration with the utility company/ies. Contractor will be present for utility restoration. Contractor will notify the Authority when utility restoration is scheduled.
PHASE I/II	Remove and replace all light fixtures. Kitchen light fixtures shall be 4' LED wrap with 52W, White Acrylic Lens in White Steel Housing or equal. Bathroom light fixtures shall be Nuvo White 2 Light 14" Vanity Fixture, White U Channel Glass without outlet or equal. Bedroom light fixtures shall be 12" 2 Light square fixture, white opal glass or equal. Hallway light fixtures shall be 6" 1 light mushroom, white glass with white detail or equal. All outside porch lights shall be Black Exterior LED Wall Light with Prismatic Glass Globe or equal.
PHASE I/II	Remove and replace bathroom exhaust fans with like. Exhaust fan will meet current code and not exceed 3 sone.

PHASE I/II	Remove and replace all outlets, switches and cover plates with like. Color will be ivory.
PHASE I/II	All wiring will be properly secured and installed in a workmanlike manner. Home runs will be neatly run, secured and with proper spacing on top of ceiling joists.
PHASE I/II	Any wiring penetrating a fire wall will have an appropriately sized schedule 40 electrical conduit for protection per code.
PHASE II	All outlets must have Arc Fault Circuit Interrupter (AFCI) and/or Ground Fault Circuit Interrupter (GFCI) breakers, as required by code; bathrooms and kitchens will be located at the outlets; other outlets will be located at the sub-panel.
PHASE II	All finish electrical will be installed after interior painting has been completed.
PHASE I	Junction boxes will be replaced.

IX. INSULATION

Description of Work	
PHASE I	All attic insulation, blow-in insulation, batts, etc., will be removed and properly disposed of offsite. Contractor will install new blow-in insulation in all attic areas. Insulation will be installed to proper depth to achieve proper R-value. If access is limited, it must be blown-in prior to roof sheeting or insulation batts are to be used.
PHASE I	All exterior wall insulation will be removed and replaced to achieve the proper R-value and to code where sheetrock was removed or exposed.
PHASE II	All penetrations and areas will have a rodent-resistant foam sealant and installed as required by current codes.
PHASE II	Insulation must be installed where water damage repair is completed, including but not limited to, attic.
PHASE II	All insulation must be installed as required by current codes.

X. HEATING, VENTS, & AIR CONDITIONING (HVAC)

Description of Work	
PHASE I	All HVAC units are unsalvageable and will need to be replaced. 3 of the 4 units have already been disposed of. The 4 th unit is onsite beside 1666 Dora St. and must be properly disposed of offsite.

PHASE I/II	Contractor is responsible for complying with all federal, state and local codes, regulations, laws, including but not limited to California Energy Commission Title 24 requirements. All permits, reports, certifications, etc., must be submitted to the Authority.
PHASE I/II	All required testing will be properly conducted. All title 24 HERS testing requirements must be adhered to and copies of the HERS certificates must be submitted to the Authority prior to release of final payment. Cost of tests will be the responsibility of the contractor.
PHASE I/II	The contractor will remove all registers, ducting, and return grills that are related to the old HVAC system.
PHASE I	Remove any damaged ducting work and reinstall with new duct work, including but not limited to HVAC, dryer and all exhaust systems. All reinstalled ducting work must be properly sized upon installation.
PHASE I/II	Contractor will install 4 new 1.5-ton mini split systems (1 mini split system per unit). Mini split units will be a minimum 14 SEER rating and must be Energy Star rated or equal and meets or exceeds current Title 24 requirements.
PHASE I/II	Contractor will install the new condensers at least 6 feet from the ground on the outside of each specified unit with a cage surrounding it to prevent tampering as well as provide structural integrity. The condensers for the 2 center units of the fourplex will also be installed on the ends of the building beside the other condenser. This means that each end of the fourplex will have 2 condensers mounted to it.
PHASE I/II	Contractor will install new 220 disconnect boxes with fuses for the condenser for each system per code.
PHASE I/II	Contractor will install the air handlers for each unit in the living room.
PHASE I/II	Furnish new remote controls for each unit.
PHASE I/II	Properly charge the system with environment friendly R-454b refrigerant. Start up the system and make sure it works properly.
PHASE I/II	All material information and specifications must be included in the bid.
PHASE I/II	Install new breaker in electrical sub-panel or main to meet manufacturer specifications and per code.
PHASE II	All remote mounts to be installed after interior painting has been completed.

XI. PLUMBING

Description of Work	
PHASE I/II	Cast iron vents, mains, laterals, etc. in walls and all under slab/ground will remain (if not damaged) .
PHASE I	All new acrylonitrile butadiene styrene (ABS) will be installed in all areas above slab grade, including but not limited to, walls, living spaces, attic, etc.
PHASE I	Remove all ABS and water lines in attic space and walls. Replace all water lines with copper, sweat fittings only, no shark bites, PEX, compression, couplers, etc. will be allowed.
PHASE I	Contractor to verify all drain systems are water tight by performing a water pressure test, plug the sewer main outside and block all drains and waste ends for each unit and fill water to top of vent pipes at roof. Contractor to replace/repair any damaged or leaking sewer lines, vents, etc.
PHASE I	All sheet metal pipe to be properly sized to code.
PHASE I	All joints to have approved tape/sealant/clamps to properly seal joints.
PHASE I/II	Properly install ABS P-traps and drain assemblies which will be threaded plastic, no metal sink drain assemblies or P-trap parts are allowed. Fixed ABS P-traps and drain assemblies in cabinet spaces will not be allowed.
PHASE I/II	All new angle stops and hose bibs hook-ups to be installed.
PHASE I/II	All new water supply lines will be installed and will be metal braided at all locations.
PHASE I/II	All new plumbing fixtures will be installed.
PHASE I/II	Contractor shall ensure that the plumbing fixtures specified herein comply with ADA, Section 504 and UFAS standards.
PHASE I/II	Contractor shall install a wall-mounted sink. The exposed pipes underneath the sink shall be properly wrapped with protective materials.
PHASE I/II	New sink faucet handles will be lever-style.
PHASE I/II	Contractor shall install new ADA compliant fiberglass roll-in shower surround with 1/2" beveled threshold to keep water contained. Shower must include compliant seat. Material submittals required.
PHASE I/II	Contractor shall replace or install hand held showerheads with water efficient, low flow

	showerheads. Showerheads, including hose, must be compliant per code.
PHASE I/II	Shower faucet and controls must include water temperature control valve and be in an accessible location. Contractor shall be responsible for setting appropriate water temperature to meet compliance standard.
PHASE I/II	Garbage disposals in kitchens will <u>not</u> be installed.
PHASE I/II	All work and fixtures must meet current California Title 24 requirements.
PHASE I/II	Pressure test all water lines per current code. Repair/replace as needed with copper lines.
PHASE I/II	Replace the toilet with an ADA compliant toilet. Round style recommended.
PHASE I/II	1666 Dora St. unit will require new 30 gallon water heater to be installed.
PHASE I/II	Pressure test all gas lines per current code.

XII. FLOORING

Description of Work	
PHASE I/II	All flooring materials will be removed and replaced by contractor.
PHASE I/II	Contractor will be responsible for abatement of the Vinyl Flooring Tile (VFT) and mastic. Flooring materials have been found to be ACM—All safety precautions must be adhered to along with proper disposal of ACM.
PHASE I/II	Adhesive must be moisture resistant.
PHASE I/II	Cut caulking at the top of the base board to avoid wall damage, if applicable.
PHASE I/II	Provide and install new 7"x48" Luxury Vinyl Tile (LVT). Color will be "Tropic" (Shaw Sumpter Plus or equal). Contractor must provide material samples within bid.
PHASE I/II	Provide and install 4" brown rubber baseboards. Manufactured baseboard outside corners at areas of walls shorter than 4" is required. Fasteners will not be accepted.
PHASE I/II	Flooring and rubber base boards must be properly cleaned, per manufacturer's recommendation, at completion of project.
PHASE I/II	Flooring substrate to be properly prepped with Web Crete 95 or equal. 1 to 3 coats or what is necessary to completely cover all mastic left behind during the

	removal process. It will be the contractor's sole responsibility for the flooring materials to properly adhere to the substrate and flooring materials, either cement or wood. Any lifting after installation will be the sole responsibility of the contractor to remedy and/or repair, including but not limited to, materials, labor and cost. Contractor must remedy the issue in a timely manner without delay. No extension of time will be granted beyond the completion date agreed in the contract.
PHASE II	Contractor will be required to perform a moisture test prior to installing the new flooring materials and the written results are to be provided to the Authority before installation is to be performed.

XIII. CLOSETS

Description of Work	
PHASE I	Replace all closet shelving with like materials, including bedroom closets and hall closets.
PHASE I	Shelf and rod brackets to be placed 32" O.C. with metal rosettes at all bedroom closets.
PHASE I	Remove and replace closet poles in bedroom closets, with like.

XIV. KITCHEN: CABINETRY, COUNTERTOPS, FIXTURES, AND HARDWARE

Applicable Units	Description of Work
PHASE I/II	Properly cut caulking from backsplash to wall area of all counter tops.
PHASE I/II	Properly disconnect all faucets, supply lines and drain assemblies.
PHASE I/II	Properly remove all cabinets and counters in kitchens. Materials must be properly disposed of at the end of each day. Contractor must not utilize the project site dumpsters.
PHASE I/II	Properly repair any wall damage that occurred as a result of cabinet and/or counters removal. All repairs and/or patches must match existing adjacent areas.
PHASE I/II	Provide and install new cabinets.
PHASE I/II	Cabinets will be custom built and fitted for the unit. Modular cabinets will be acceptable if they meet cabinet construction criteria.

PHASE I/II	Cabinets will be constructed utilizing solid oak face frames, oak plywood doors, drawer fronts and finished end panels. All cabinets are to have hook strips for mounting and finished backs. Contractor will submit cabinet plans with proposal.
PHASE I/II	Cabinet boxes will be constructed utilizing minimum 5/8" plywood, including toe kicks. Drawers will be plywood. Particleboard will not be accepted. Melamine will not be accepted. Shelves must be smooth on both sides.
PHASE I/II	Cabinets are to be plumb and level, properly nailed and trimmed, scribed (gluing will not be acceptable). Crown and scribe molding to be installed with clean tight cuts within 1/16" of walls. Crown molding will have a minimum of 24" splice, if needed. No splicing allowed on scribed.
PHASE I/II	Drawer guides will be rated a minimum of 100lb.
PHASE I/II	New cabinets will be installed to the appropriate heights for ADA compliance; upper cabinets to the ceiling.
PHASE I/II	Install new stainless steel, ADA compliant, single bowl sink. All sink cutouts will be completed prior to installation of counters.
PHASE I/II	Install new faucets with lever-style. All faucets must be equipped with aerators and flow rates must meet current Gallons Per Minute (GPM) code. Replacements should be Moen Chateau Faucets or equal.
PHASE I/II	Properly install all sinks, faucets, supply lines and drain assemblies, including the P-traps.
PHASE I/II	P-traps and drain assemblies will be threaded plastic. Metal or glued together assemblies will not be accepted.
PHASE I/II	Replace all angle stops and supply lines.
PHASE I/II	Cabinet doors will be finger pull, flat panel doors and with hidden hinges.
PHASE I/II	Any cabinets joining each other will be even and level to each other and properly back screwed with zinc #8 screws; square, star or torque drive screw heads are required.
PHASE I/II	Cabinets must be properly stained and sealed with clear lacquer offsite prior to installation. Old Masters Wiping Classic Natural Walnut or equal.
PHASE I/II	Mounting of all cabinets, use #8 x 3" zinc, screwed to the studs at top and bottom, and screwed 16" on center (O.C.). Square, star or torque drive screw heads are required. Countersinking of screws will not be allowed.

	All nail and/or screw holes will be filled with putty or wood filler and must match the cabinet color.
PHASE I/II	Cabinets will not have blind or dead space; all areas will be usable.
PHASE I/II	Provide and properly install countertops. Granite color will be "Golden Garnet". Contractor will provide samples. Countertops are to be installed tight to walls, straight and plumb.
PHASE I/II	Contractor will properly seal the granite as recommended by the manufacturer.
PHASE I/II	Install ½" plywood prior to installing granite countertops. Screwed every 6" to 8" on center (O.C.) on all edges and cabinet dividers, hook strips, etc.
PHASE I/II	Counters bordering walls will be caulked with a paintable white kitchen tub/tile caulk and painted wall color. Granite-to-granite (i.e. backsplash, etc.) counters will be caulked with clear silicone.
PHASE I/II	Backsplashes will be installed on top of the counters. Side splashes will be installed on the top of the counters and not on the sides of the countertop ends.
PHASE I/II	Counter stove opening will be 30¼" and refrigerator opening to be 38" x 72". Overhangs on cabinet ends will not exceed 2".
PHASE I/II	All splices and joints are to be smooth, even and clear of chips and adhesives.
PHASE I/II	Splicing will be straight and level and properly filled with color matching epoxy.
PHASE II	Contractor must provide and properly install stainless steel hood vent, 2-speed fan with filter, 2-way bulb, and properly vented to the exterior. The hood must include a "fire-out". The hood vent switches must be at proper height for ADA compliance.
PHASE II	Contractor must properly install a new ADA compliant countertop gas range at proper height.
PHASE II	Contractor must properly install a new ADA compliant wall oven at proper height.
PHASE II	Contractor must be responsible for providing and installing new gas flex lines and valves. All gas appliances to be leak tested and CO tested immediately after installation. No pipe sealer of any kind to be used at any compression side of fittings unless recommended by the manufacturer.

XV. BATHROOM: Cabinetry, Hardware and Fixtures

Description of Work	
PHASE I/II	Properly disconnect all faucets, supply lines and drain assemblies.
PHASE I/II	Properly remove all cabinets and counter tops in bathroom/s. Materials must be properly disposed of at the end of each day. Contractor will not utilize the project site dumpsters.
PHASE I/II	Properly remove sink. Materials must be properly disposed of at the end of each day. Contractor must not utilize the project site dumpsters.
PHASE I/II	Properly repair any wall damage that occurred as a result of fire or cabinet and/or counters removal. All repairs and/or patches must match existing adjacent areas.
PHASE II	Install new faucets with lever-style. All faucets must be equipped with aerators and flow rates must meet current Gallons Per Minute (GPM) code. Replacements should be Moen Chateau Faucet Single Handle Lavatory Faucets or equal.
PHASE I/II	Contractor will remove and replace medicine cabinet with like cabinet. Wall will be repaired prior to installation of new medicine cabinet.
PHASE I/II	Contractor will remove existing bathroom accessories and replace with new accessories in each unit's bathroom: One (1) 30" towel bar and one (1) toilet roll holder.
PHASE I/II	Contractor will remove and replace toilets in all four (4) units with a new low-flow water efficient toilet to meet current GPM code. Toilet must be round-style and compliant with ADA, 504, and UFAS standards.
PHASE I/II	Replace all angle stops and supply lines.
PHASE I/II	Toilets must be securely fastened and caulked almost all of the way around, leaving a 1-inch gap in the back un-caulked.
PHASE I/II	Contractor will replace existing shower valve cartridges.
PHASE I/II	Replace all angle stops and supply lines.

XVI. WINDOWS

Description of Work	
PHASE I	Properly remove all damaged window units, properly dispose of offsite. Contractor will be responsible for accurate window count.
PHASE I	Contractor will evaluate rough-in for dry rot, mold, or deterioration and repair as needed.
PHASE I	Remove all existing blinds and curtain rods.
PHASE II	Install new window blinds at all windows. Blinds will be vertical white 3 ½" Room Darkening PVS Panes with white 1 ½" head rails.
PHASE II	All windows will be properly cleaned, easy to open, to close, and to properly lock. Windows must be completely operable.
PHASE II	Install new window stools and aprons. Contractor will properly caulk and paint.
PHASE II	Installation for each window must be firm and fit to complement existing finish.
PHASE II	Replace with new retrofit vinyl, white in color, dual pane, low E windows. Windows must be Energy Star rated or equal and meet or exceed current Title 24 requirements. Material information will be included in bid.
PHASE II	Locking mechanisms must be metal and white in color.
PHASE II	Roller assemblies must be of nylon or plastic material.
PHASE II	Windows will be installed with appropriate length screws to properly penetrate wood framing to secure frame properly. All screw holes must be covered with appropriate white round snap-in screw covers provided by the window manufacture and snug fitting, no glue or caulking to keep in place will be allowed.
PHASE II	Back side of window fins will be properly sealed using the proper Polyurethane sealant or equal. Window fins must be flush fit and tight to wall.
PHASE II	Interior side of windows will have white vinyl trim and be properly sealed with silicone on the window frame and white paint-grade silicone on the sheetrock/plaster sides. Pre-cleaning of window frame so window trim adheres as designed by manufacture is required. Contractor will paint as needed.
PHASE II	Compliance to all Federal, State, and local building codes, including but not limited to tempered window requirements is required.

PHASE II	Windows will be installed with operating panels in the same configuration as the existing windows, unless otherwise directed by Authority.
PHASE II	All bathroom glass must have an obscure glass finish to maintain privacy, as applicable.
PHASE II	After installation of windows, exterior fin must be properly and completely sealed at the outer edge to the wall surface utilizing a Polyurethane sealant or equal. All four (4) sides must be completely sealed to prevent leaks into the units and two (2) 1" wide weep holes will be installed on bottom edge 1" from corner.
PHASE II	Contractor will paint all sealant on exterior walls. Paint must match wall paint scheme and sheen.
PHASE II	Contractor will repair/paint all adjoining and adjacent surfaces damaged by removal and/or installation of windows.
PHASE II	Windows must be in proper working order, left clean and free of all labels (excluding manufactures), dirt, fingerprints and other types of smudges, smears, and/or streaks. Windows will be inspected after installation. Stained or discolored windows must be cleaned in accordance with the window manufacturer's recommendations. Windows that cannot be satisfactorily cleaned and/or with abraded, stained or defective surface finishes will be replaced.
PHASE II	Contractor will provide all paint. Authority will provide colors.

XVII. PAINTING

Description of Work	
PHASE I/II	The interior paint will be semi-gloss, to match Navajo White color and be the manufacture's highest quality level. Provide material specification within bid.
PHASE I/II	No voids, holidays, drips, runs or errors will be accepted.
PHASE I/II	Remove all fixtures, switch/plug plates, towel bars, toilet rolls, smoke detectors, carbon monoxide detectors, etc. prior to painting. Masking of these items will not be acceptable.
PHASE I/II	Properly prep all areas to be painted.
PHASE I/II	All overspray on any unit components must be properly removed, including existing overspray.

PHASE I/II	Properly mask all exposed pipes, fixtures, appliances, outlets, gas valves, angle stops etc.
PHASE I/II	All fixtures, outlets, switches, baseboards etc. that were removed will be reinstalled after painting is completed.
PHASE I/II	All sheetrock corners, millwork, door casing, trim and windows will be caulked after texture has been applied prior to painting with a 25-year paintable caulk.
PHASE I/II	All vents, registers and air return grills will be removed, properly cleaned, painted with white gloss metal spray paint and reinstalled after all painting is completed. Contractor will replace any registers and/or air return grills that are damaged.
PHASE I/II	Paint all sheetrock surfaces. Full coverage must be obtained by contractor.
PHASE I/II	Contractor will paint all interior walls and ceilings, including but not limited to, doors, trim, jambs and castings. Paint must be the manufacturer's highest quality level. Material specification must be included in contractor's bid.
PHASE I/II	All fixtures, switch/plug plates, towel bars, toilet roll holders, smoke detectors, carbon monoxide detectors, etc. must be removed prior to painting.
PHASE I/II	Install new light fixtures after painting is complete. Light fixtures will be installed after painting is completed. The Authority will provide light fixtures.
PHASE I/II	Install the new separate smoke detectors and carbon monoxide detectors after painting.
PHASE I/II	Install new switch/plug plates, towel bars and toilet roll holders, after painting.
PHASE I/II	Appliances will be properly installed after painting.
PHASE I/II	Contractor must apply sufficient paint to obtain full coverage.
PHASE I/II	Painting to include interior of unit AND building exterior.

XVIII. DOORS

Description of Work	
PHASE I/II	Remove and replace exterior front door and exterior back door and frame with like materials.
PHASE II	Install black metal screen security doors onto the front and back exterior doors.
PHASE II	Door knobs and/or handles will be replaced with all new lever-style handles. Finish will be satin chrome.

PHASE II	Contractor will install "Kwikset Delta" or equal for interior door levers.
PHASE II	Wall mounted door stops will be installed at each door.
PHASE II	All exterior doors (not including storage unit doors) will be properly weatherized with jamb-up kerf style weather stripping, including door bottoms/shoes, white in color and all mounting holes filled with matching color screws provided by the manufacture. Light will not be seen from the inside of the exterior doors. Weather stripping will not bind door or prevent the ease of closing and/or locking of the doors. Insulation foam installed around the rough framing and door jambs will be door and window insulation foam to prevent door frames from movement, no other type will be acceptable.
PHASE II	Exterior doors to have the bottom of the doors within 5/8" of the threshold and no larger. Pre-hung exterior doors are required to be installed with #8x3", square, star or torque drive screw heads.
PHASE II	Exterior door trim to match existing.
PHASE II	Exterior doors to have a deadbolt and a passage lever on each door. Kwikset Key Control deadbolts, finish to be satin chrome is preferred but not required. Material information must be included within bid. Any substitution will be approved by the Authority. Provide one (1) tenant keys and one (1) master key per unit. Storage and utility doors to be a standard keyed lock with a master key.
PHASE II	Double closet doors to have dummy levers if magnetic catches are used.
PHASE II	Unit bathroom to have privacy lever. All other doors to be passage levers.
PHASE II	All door hardware to be consistent throughout unit.
PHASE II	All new pre-hung metal door jambs will be plumb and level.

XIX. EXTERIOR STUCCO

Applicable Units	Description of Work
PHASE I	Remove and replace fire-damaged stucco lath and plaster on the exterior of each unit to match existing in texture, hardness and installed in the same manner as originally installed to match.

PHASE I	Contractor will paint all stucco of the entire building. Paint colors and sheen will be provided by the Authority.
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XX. FENCING

Applicable Units	Description of Work
PHASE I	Remove damaged fencing at the back patio of units.
PHASE I	Install matching fencing.
PHASE I	Install fence framing to match original fence.
PHASE I	Install new 4x4 Pressure Treated Wood (PTW) Douglas Fir (DF) posts if needed.
PHASE I	Use #8 screws for all areas of fencing, no nails or staples will be acceptable.
PHASE I	Use PT/DF for all framing members.
PHASE I	Prep, prime, and paint the fencing to match original.

XXI. CLEANING

	Description of Work
PHASE I/II	All components and building will be thoroughly cleaned, free of all debris, odor and any remnants of the fire, inside and outside.
PHASE I/II	Contractor will be responsible for cleaning interior of the units and the exterior including but not limited to, the building, sidewalks, porches, stoops, windows, toilets, shower stalls, walls, floors, doors, hardware, appliances, soffits, eaves and all fixtures
PHASE I/II	Complete and thorough cleaning will be the final phase of work. If contractor needs to enter the unit after completion, the contractor will be required to do another final cleaning (touch-up clean).
PHASE I/II	Contractor to supply all materials, supplies, solutions necessary to complete the cleaning phase.
PHASE I/II	The units will be ready for immediate tenant move-in at completion.

XXII. MISCELLANEOUS SPECIFICATIONS

- A. The building gas and electric utilities are currently disconnected. It will be the sole responsibility and cost to the contractor to supply required utilities for all work until utilities are restored. A County of Merced Building Inspection tag will be required to restore utilities. It will be the contractor's responsibility to coordinate the restoration of all utilities

with the Agency and the utility company/s. Contractor must be present for all restoration of utilities.

- B. Additional demolition costs and/or disconnect and reconnecting of existing utilities and/or equipment is the responsibility of the Contractor and will be included in the total cost of the project.
- C. Demolition of miscellaneous material which includes, but is not limited to sheet metal, flashing, roof soffits, vents, etc. will be included in the Contractor's costs.
- D. When demolition operations have been completed for a building, the Contractor will inspect the roof structure for any rotted, or damaged material in need of replacement. Before the Contractor removes the damaged material, the Authority Authorized Representative will need to inspect and confirm the quantity and approve the costs to repair. The Authority retains the right to have a separate competitively-solicited Contractor perform any, and all unexpected material repairs such as dry-rot repairs and other related, or unrelated construction operations.

XXIII. GENERAL SPECIFICATIONS

- 1. Material information and specifications must be included within bid submittal.
- 2. All recyclable and/or reusable equipment must be recycled and/or reused by an approved company (i.e. Habitat for Humanity).
- 3. Generally accepted industry standards must be adhered to and in a workmanlike manner.
- 4. Contractor will be required and responsible for obtaining, maintaining and paying for all city and/or county business licenses and permits and related connection or other fees. Copies of licenses and/or permits must be submitted to the Authority prior to issuance of Notice to Proceed. Failure to maintain these licenses in a current status during the term of this contract will constitute a material breach thereof.
- 5. Contractor will be required and responsible for paying any and all related and required fees and costs, including but not limited to, impact fees, architectural and/or engineering costs, environmental testing costs, etc. associated with the work.
- 6. All material must be new unless otherwise specified.

7. Contractor will install and/or use the specified materials or approved equals. Any equals, substitutions or variances in equipment or material standards require prior written approval by the Authority-authorized representative.
8. The contractor will provide and pay for all equipment, materials and supplies needed to fulfill the obligations, unless specifically stated otherwise within these specifications.
9. All work will be performed according to industry standards, procedures and methods normally accepted in the industry and in compliance with all current federal, state and local laws, codes, ordinances and regulations. If such compliance is impossible for reasons beyond its control, the Contractor must immediately notify the Authority of that fact and the reasons therefore.
10. All phases of work may be inspected daily as the work progresses and work must not be covered without first being inspected and approved by the Authority.
11. Any removal of material not approved by the Authority will be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any designs costs, fees and charges related to its approval.
12. Contractor will review the existing site conditions and include within cost accessibility constraints due to utility lines, trees and other potential obstructions and constraints. Removal costs associated with these operations will be included in Bid.
13. Additional costs by Contractor cannot be assumed and must be approved by the Authority prior to performance of work. Any removal of material not approved by the Authority will be at the Contractor's sole cost for its lawful disposal, replacement, labor to install, as well as any designs costs, fees and charges related to its approval.
14. Contractor assumes any and all responsibility and liability for any and all vehicles, equipment, portable toilet/s, materials and/or material storage or other storage containers stored on the Authority property. Contractor will clean and/or paint over graffiti within 24 hours of notification.
15. Contractor will be responsible for providing an adequate number of portable toilets for its employees use. The Authority tenant toilets are not to be utilized.

16. Contractor cannot use any tenant utilities (i.e. electricity, water, etc.).
17. Contractor will be responsible for repair and/or replacement of any damaged areas made in the course of the work being performed. Damaged areas include but are not limited to, existing, adjacent and/or adjoining structures, walls, roofs, ceilings, floors, fences, and/or landscape. All repairs and/or patches must match existing materials and must meet industry standards. All repairs and/or patches must be compatible with design and quality of the existing, adjacent and/or adjoining materials.
18. Contractor will keep the site clean and free of barriers and hazards and leave the site in a clean and orderly manner at the end of each work day. The Authority and/or tenant dumpsters and/or trash receptacles will not be used. All debris must be properly and legally disposed of, offsite daily.
19. Contractor will be responsible for the disposal of the materials demolished at the site during this project, and such disposal must be performed in compliance with all applicable laws. All work performed in removing the existing material and installing the new products must be performed by properly licensed personnel. Materials will be properly disposed of at the end of each day. Contractor will not utilize the project site dumpsters or trash cans.
20. All work will be inspected and signed off by the Authority Authorized Representative before the work is deemed complete. No payment will be made until all work is completed to the satisfaction of the Authority and is deemed complete.
21. Any repair and/or restoration of damaged area will be performed at no cost to the Authority.
22. Contractor will supply all safety or warning signs, equipment, plastic covers, barricades and any other specialty items that may be required.
23. Prior to the start of work, a meeting will be scheduled between the Contractor and Authority Authorized Representatives to discuss the project. At this meeting, the Contractor must present their proposed work schedule for the entire project.

24. Prior to the start of work, the Contractor will notify the Authority in writing of any surface defects (not covered elsewhere in this specification) which might be detrimental to the proper application of materials. If any defects are found, the Contractor will delay the project until the repairs can be arranged by the Authority Authorized Representative. This delay will be at no cost to the Authority.
25. Contractor will furnish the necessary qualified supervision to oversee all operations.
26. The Contractor must keep the working area sufficiently clear of equipment, material, and implements of service to prevent endangering persons and damages to the Authority property and to avoid an unsightly condition. Removal of such items will be performed promptly upon completion of work. The Contractor will not use the Authority facilities for disposal of debris and waste material, whether hazardous or non-hazardous, or asbestos-containing or non-asbestos containing.
27. The Contractor must comply with all laws, ordinances, rules and regulations applicable to the work. The Contractor will provide adequate protection for all persons and all Authority personnel within the working area or approaches thereto and will furnish and erect temporary barricades where necessary.
28. The Contractor, its employees, subcontractors, or other representatives, have no tenancy and will be admitted to the grounds only for the proper execution of the work under this contract. The Contractor, its employees, subcontractors, or other representatives must wear identifying company uniform and employee badge while working on Authority properties.
29. Contractor will take particular care in preserving the integrity of the adjacent sites and ensure consistency of their work in order to maintain the overall appearance of the community.
30. Contractor will minimize dust from any construction activities and conform to the requirements of San Joaquin Valley Unified Air Pollution Control District.
31. Contractor will provide traffic control and limit impacts on city streets and private parking.
32. The Authority must provide its residents at least 48-hour notice before Contractor may commence work on unit; therefore, the Contractor will provide written notification to the Authority at least one

week in advance before the anticipated start date for each. Contractors' notice must include all relevant information regarding protection of tenant's property.

33. Schedules and operations will be performed to minimize intrusion and potential risks to the residents within the community. Installation hours will take place between the hours of 7:30 a.m. and 5:00 p.m. Work will not be performed on weekends or holidays without prior approval from the Authority. The selected Contractor must also coordinate their work schedule with other Contractors and/or Contractors on-site (the Authority will act as project coordinator for the job).

XXIV. Drug-Free Workplace:

The Authority maintains a Drug-Free Workplace which applies to contracted work. Contractor and/or its employees will 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 the Authority under the influence of any of the above. The Authority is a federally funded entity and as such is mandated by Federal drug laws.

- a. **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.**

XXV. Smoke-Free Workplace:

The Authority maintains a Smoke-Free environment on all Authority properties. Contractors, subcontractors and/or their employees will not smoke on any Authority property. Contractor, subcontractor and/or their employees, will properly dispose of smoking materials. Smoking materials (i.e. cigarette butts, matches, etc.) will 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.

XXVI. Prevailing Wage Decision:

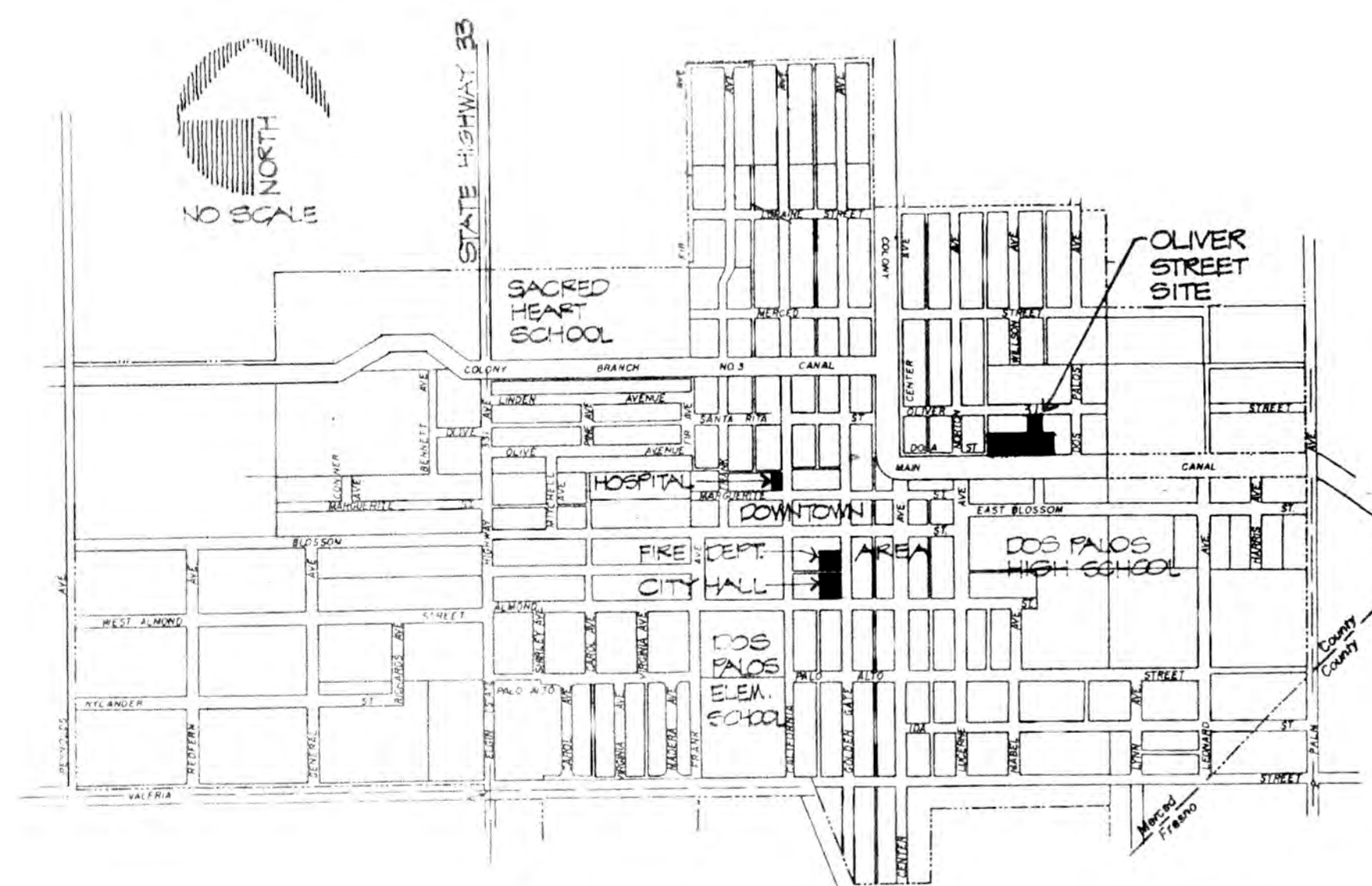
The Department of Labor (DOL) and the Department of Housing and Urban Development (HUD) have determined that this job requires compliance

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:

<https://sam.gov/wage-determination/CA20230009/10>

or by contacting the Authority. **Wage decision: #CA20230009, Modification 10, as Last Revised on September 15, 2023** will be utilized for this project. Wage decision will be "locked-in" upon signing of awarded contract. 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 #11246) 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.

VICINITY MAPS



DOS PALOS

Form FmHA-CA 1924-3 (10-6-82)

MULTI-FAMILY PROJECT ANALYSIS

District Office: Stockton, California Dist./Director: Arc. File No.:

Applicant's Name: Housing Authority of the County of Merced Phone (209) 722-3501

Applicant's Address: 405 "U" Street, Merced, California 95340

Architect: Morgan Architects Phone (209) 383-3060

Architect's Address: 2750 North "G" Street, Suite M, Merced, California 95340

Project Name: Dos Palos Elderly Housing Location: Dos Palos, Calif.

Winter Degree Days: 2611 Clim. Zone: Summer Des. Winter Degree:

Project Type: Family: Senior: ☒ Labor: ☐ Other: ☐

Contract Type: Owner-Builder: ☐ Negotiated: ☐ Open Bid: ☒

Construction Financing: FmHA: ☒ Bank: ☐ Sect. 8: ☐ Rent Assst.: ☐

L.U.I. 3.9

Net Land Area	75,140	Type	Allow	SP	Assigned	ACTUAL SPACES	PARKING
1/2 Street	2,908	Par	.187	FA	14,595	Max	Tenants: 22
Beneficial Op. Sp.	0	OSR	.77	OS	60,097	Min	Visitor: 0
Gross Land Area	78,048	LSR	.52	LS	40,585	Min	Handic'd: 3
No. Stories	1	RGR	.036	RS	2,810	Min	Total: 25

PAVED AND COVERED AREAS

Type	BR	Units	X	Area/Unit	=	Area/Type	PAVED AND COVERED AREAS
1	BR	25	X	648	=	16,200	Building Area (First Floor): 16,200
1	REC	1	X	1,584	=	1,584	Paved Parking Areas: 17,500
1	WALK	1	X		=		Paved Walk Area: 5,280
1	OPEN	1	X		=		Covered Open Area: 2,063

What to Determine

What to Determine	HOW	Area	What to Determine	HOW	Area
1. Net Land Area	From Plans	75,140	13. Covered open area	From Plans	2,063
2. Abutting Street	From Plans	2,908	14. Livability Space	L.10 - [L.12 + L.13]	43,316
3. Benef. of Space	From Plans	0	15. Liv. sp. Ratio	L.14 ÷ L.4	.555
4. Gross Land Area	L.14 + L.3	78,048	16. Recreation Space	From Plans	7,263
5. Floor Area	From Plans	16,093	17. Rec.Sp.Ratio	L.16 ÷ L.4	.093
6. Floor Area Rat.	L.5 ÷ L.4	.205	18. Occup. Car Sp.	From Plans	25
7. Building Area	From Plans	16,200	19. No. of living units	From Plans	25
8. Uncovered Open Sp.	L.4 - L.7	61,848	20. Occupant Car Ratio	L.18 - L.19	1.0
9. Covered Open Sp.	From Plans	2,063	21. Guest Parking	From Plans	0
10. Open Space	L.8 - L.12	60,816	22. Total Car Ratio	(L.18 + L.21) ÷ L.19	1.0
11. Open Space Ratio	L.10 ÷ L.4	.78	23. Gross Density	L.19 ÷ L.4 (acres)	13.97
12. Paved Parking Area	From Plans	17,500			

Form FmHA-CA 1924-3 (10-6-82)

PROJECT DATA

OWNER

HOUSING AUTHORITY - COUNTY OF MERCED
405 U STREET
MERCED, CALIFORNIA 95340 PHONE (209) 722-3501

ARCHITECT

MORGAN ARCHITECTS
STEPHEN B. MORGAN C-91463
2750 NORTH "G" STREET, SUITE M
MERCED, CALIFORNIA 95340 PHONE (209) 383-3060

CONSULTANTS

MECHANICAL

JOHN FRANK MITCHELL, INC.
4644 WEST JENNIFER #107
FRESNO, CALIFORNIA 93711 PHONE (209) 275-3399

ELECTRICAL

EUGENE WU
337 NORTH BLACKSTONE
FRESNO, CALIFORNIA 93701 PHONE (209) 264-4651

LANDSCAPE

MORGAN ARCHITECTS
2750 NORTH "G" STREET, SUITE M
MERCED, CALIFORNIA 95340 PHONE (209) 383-3060

STRUCTURAL/CIVIL

MORGAN ARCHITECTS
2750 NORTH "G" STREET, SUITE M
MERCED, CALIFORNIA 95340 PHONE (209) 383-3060

SOILS REPORT FOR THIS PROJECT HAS BEEN
PREPARED BY: J.H. KLEINFELDER & ASSOCIATES
1715 E STREET
FRESNO, CALIFORNIA 93706 PH. (209) 486-0750

CODE REFERENCE

ZONING: R-2 (MULTI-FAMILY) CITY OF DOS PALOS
OCCUPANCY: R-1
CONSTRUCTION TYPE: V-1
NO. OF FLOORS: 1
MAXIMUM HEIGHT: 20'

DRAWING INDEX

ARCHITECTURAL

COVER SHEET
A1 SITE PLAN
A1a SITE DEMOLITION PLAN
A2 SITE GRADING PLAN
A3 FLOOR PLAN *typ* UNITS
A4 FLOOR PLAN COMMUNITY CENTER
A5 EXTERIOR ELEVATIONS
A6 EXTERIOR ELEVATIONS
A7 FOUNDATION PLANS
A8 ROOF FRAMING PLANS
A9 ROOF PLANS
A10 BUILDING SECTIONS - DETAILS
A11 STRUCTURAL NOTES & DETAILS

PLUMBING

P1 PLUMBING SITE PLAN
P2 *typ* PLUMBING FLOOR PLANS
P3 SCHEDULES & DETAILS

MECHANICAL

M1 *typ* MECHANICAL FLOOR PLANS
M2 SCHEDULES & DETAILS

ELECTRICAL

E1 ELECTRICAL SITE PLAN
E2 *typ* ELECTRICAL FLOOR PLANS
E3 SCHEDULES & DETAILS

LANDSCAPING

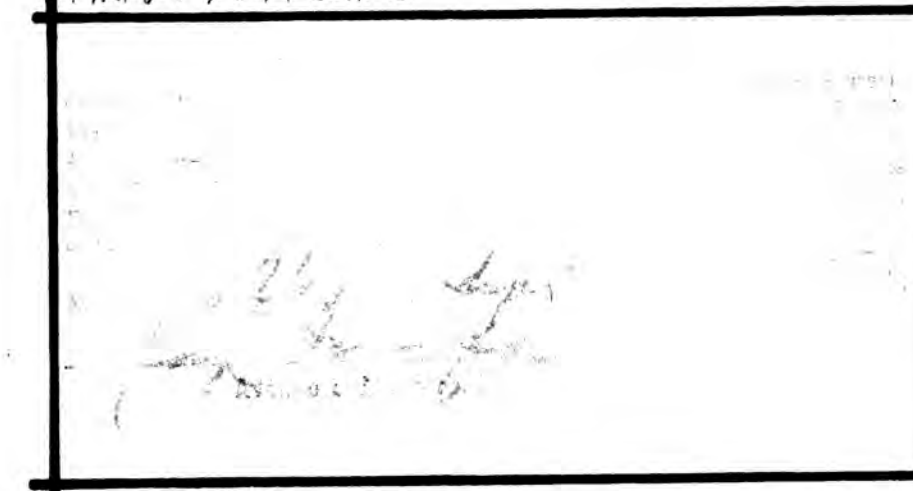
L1 LANDSCAPING SITE PLAN & DETAILS
L2 IRRIGATION SITE PLAN & DETAILS

T1 TOPOGRAPHIC SURVEY

HOUSING AUTHORITY COUNTY OF MERCED

DOS PALOS SENIOR CITIZENS HOUSING

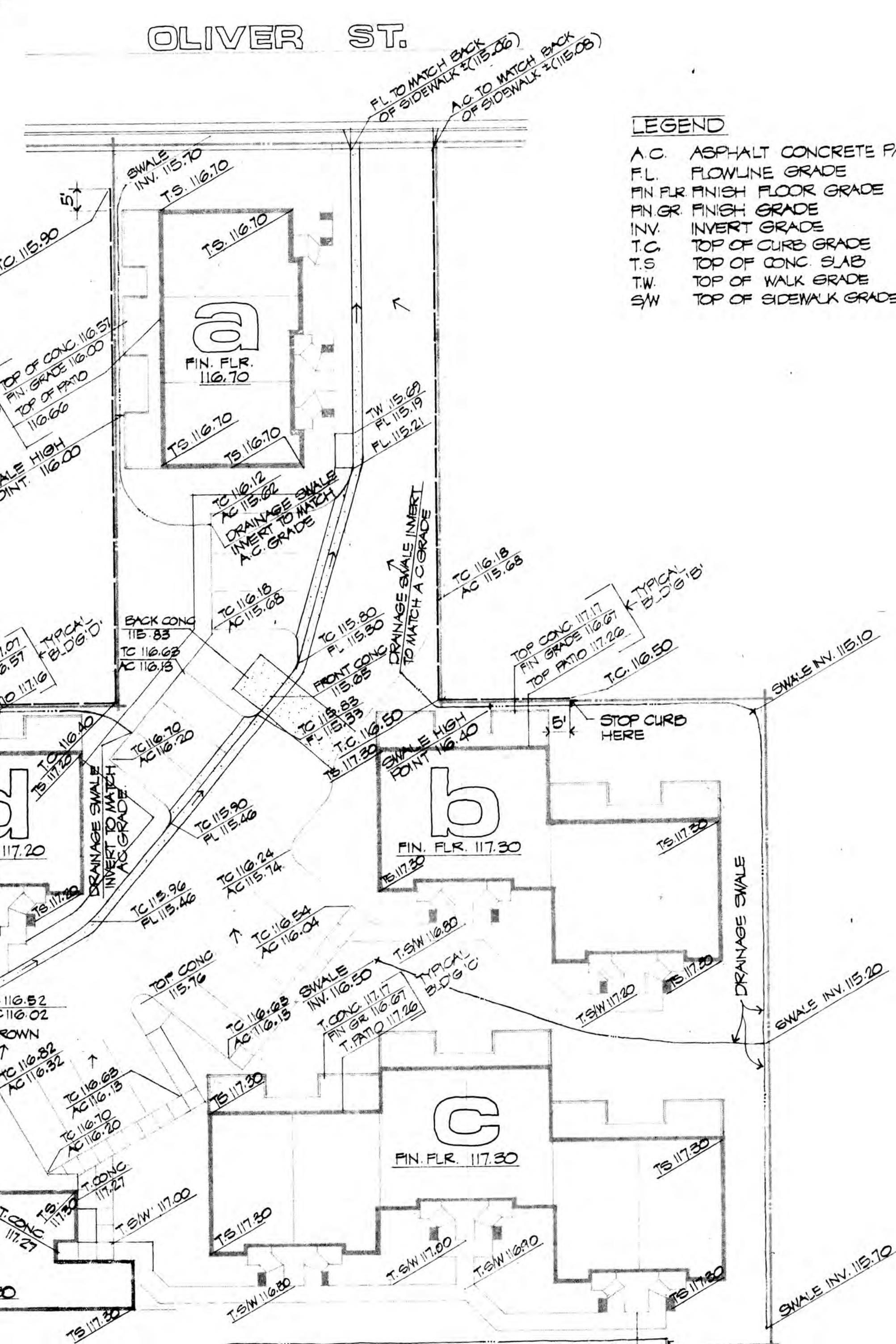
FMHA APPROVAL



**morgan
architects**

2750 NORTH G STREET, SUITE M
MERCED, CALIFORNIA 95340
(209) 383-3060





FARMERS' HOME ADMINISTRATION

All applications received must be approved by the Farmers' Home Administration and the county agent before the applicant is allowed to make any of these plans, and all applications must be approved by the F.H.A. before the applicant is allowed to make any of these plans, and all applications must be approved by the F.H.A. before the applicant is allowed to make any of these plans.

Purchased under the day of 1953.

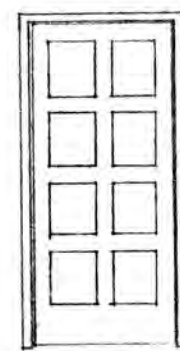
By: *Raymond L. Mendenhall, Field Architect*

JOB NUMBER: 8104
 DRAWN BY: JENKINS
 DATE: JULY 28, 1983
 REVISIONS:
 9-16-83
 SHEET NUMBER:
 A2

DOOR SCHEDULE											
NO	SIZE	% CORE	THICK	TYPE	DR. MAT.	FRAME MAT.	DETAILS	REMARKS			
1	30	68	SC	1 3/4"	A	WD	MTL	6/AO 7/AO	-	2-1/8" X 10" MTL LOUVERS	
2	26	68	-	1 3/4"	C	MTL	MTL	6/AO 7/AO	-		
3	30	68	SC	1 3/4"	B	WD	MTL	6/AO 7/AO	-		
4	PR 20	68	SC	1 3/4"	D	WD	MTL	5/AO 6/AO	-		
5	20	68	SC	1 3/4"	B	WD	MTL	5/AO 6/AO	-		
6	20	68	SC	1 3/4"	B	WD	MTL	5/AO 6/AO	-		
7	26	68	SC	1 3/4"	B	WD	MTL	5/AO 6/AO	-		
8	20	68	SC	1 3/4"	B	WD	MTL	5/AO 6/AO	-		
9	18	68	SC	1 3/4"	C	MTL	MTL	6/AO 7/AO	-	2-1/8" X 10" MTL LOUVERS	

DOOR TYPES

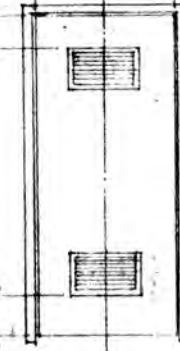
(DENOTED BY NUMBER IN CIRCLE 1)



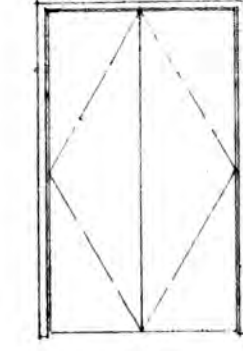
A WOOD S.C.



B WOOD S.C.



C METAL

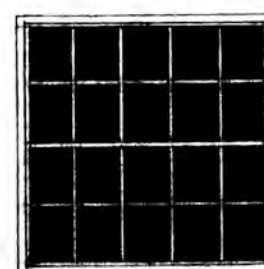


D WOOD S.C.

WINDOW SCHEDULE						
WD NO	SIZE	TYPE	TYPE OF GLASS	FRAME MAT.	GLAZING SYSTEM	REMARKS
1	50	50	A	DSB GLASS *	ALUM.	INSULATED SINGLE HUNG
2	40	20	B	DSB GLASS *	ALUM.	INSULATED HORIZ. SLIDER
3	60	50	A	DSB GLASS *	ALUM.	INSULATED SINGLE HUNG
4	50	50	A	DSB GLASS *	ALUM.	INSULATED SINGLE HUNG

* PROVIDE TEMPERED GLASS WITHIN 12" OF DOOR OPENINGS.

WINDOW TYPES



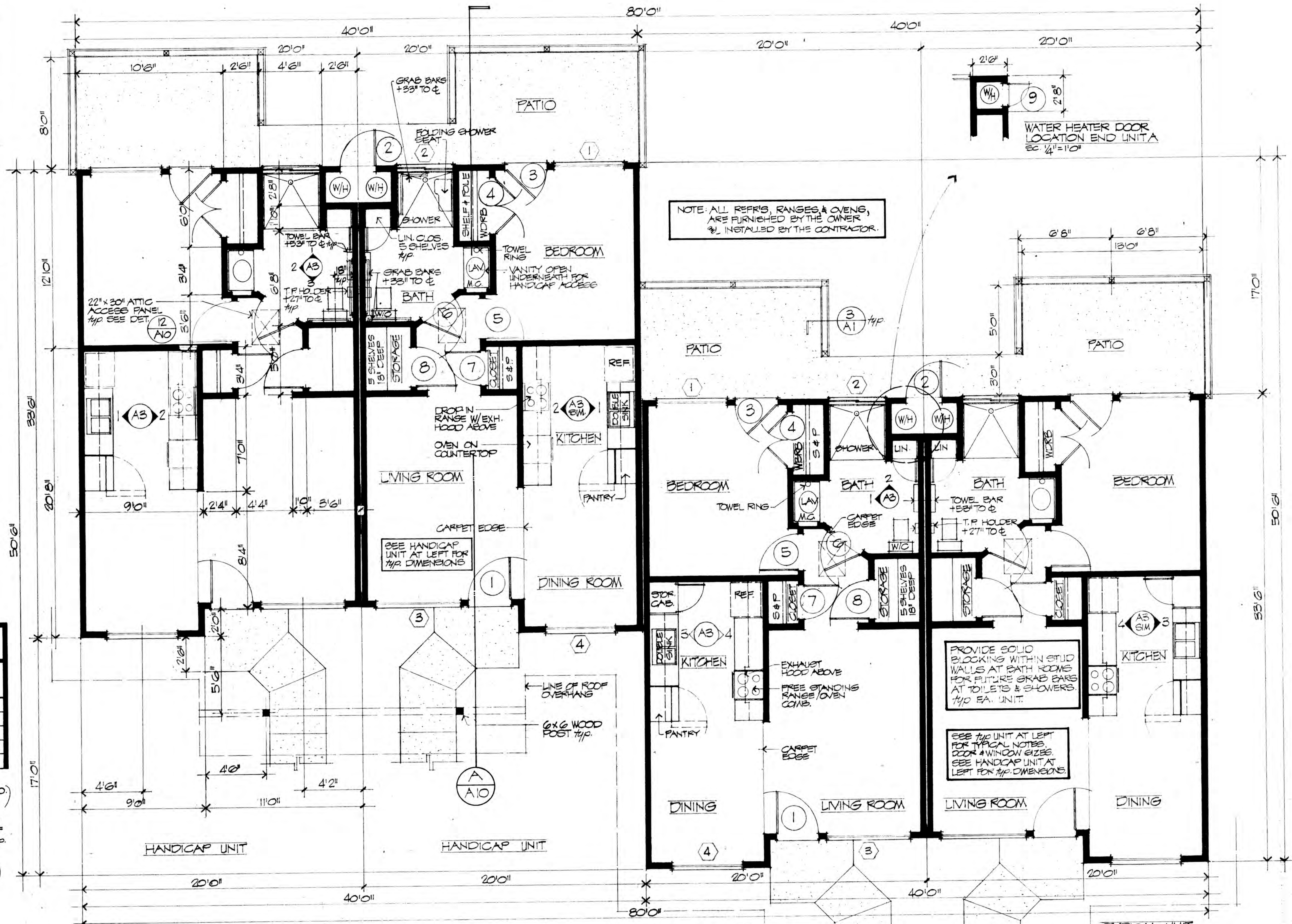
A SINGLE HUNG



B HORIZ. SLIDER

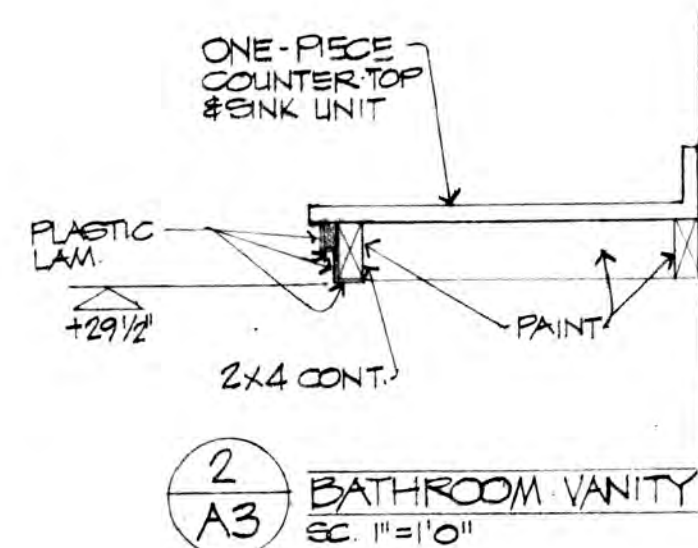
NOTE: PROVIDE TEMPERED GLASS WITHIN 12" OF DOOR OPENINGS TYP.

(INTERIOR GLASS SHALL BE CLEAR EXTERIOR GLASS SHALL BE OBTURB.)

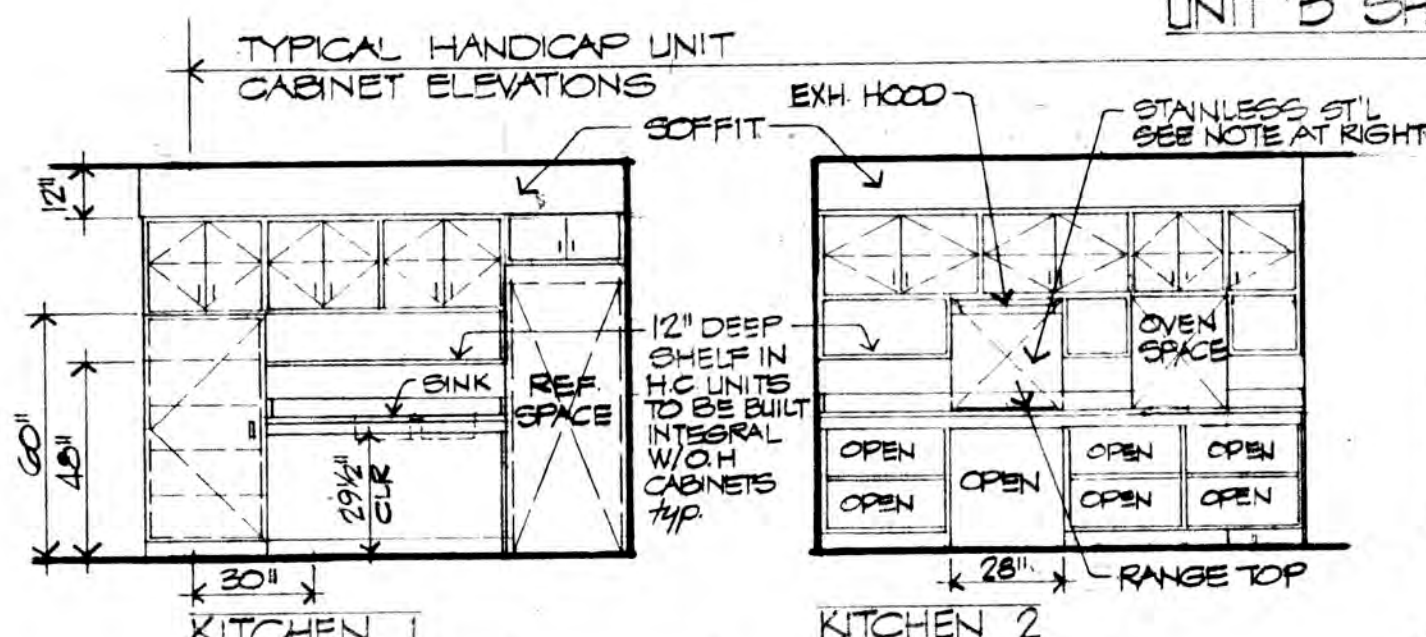


FLOOR PLAN

UNIT 3 SHOWN SCALE 1/4" = 1'-0"



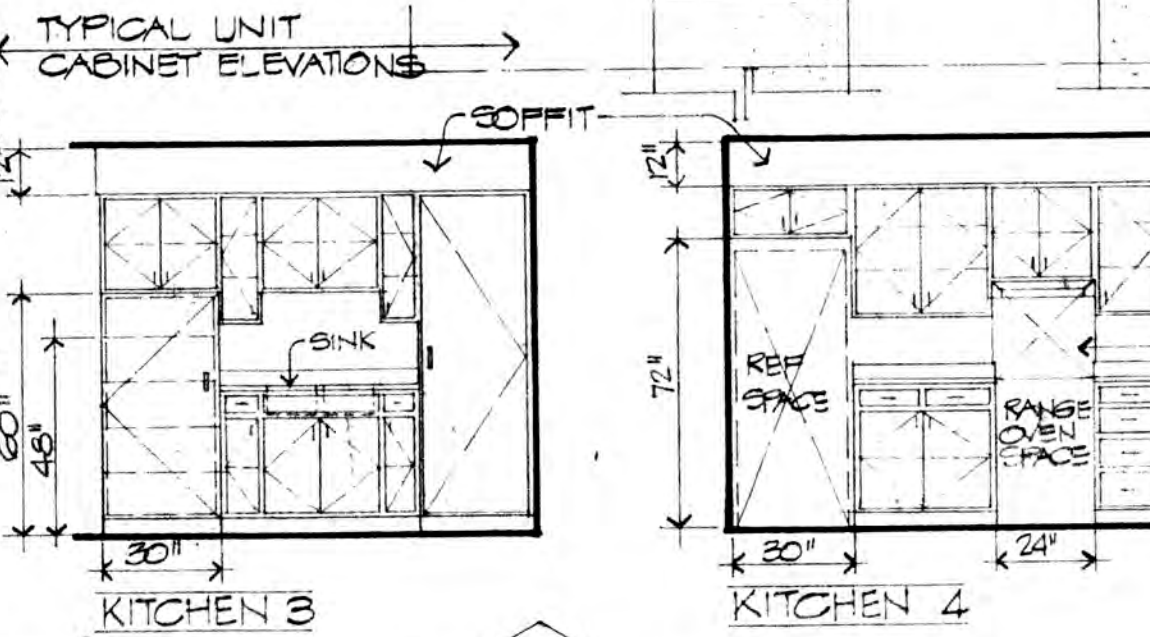
2 BATHROOM VANITY SC. 11" X 10"



KITCHEN 1

KITCHEN 2

BATH 1



KITCHEN 3

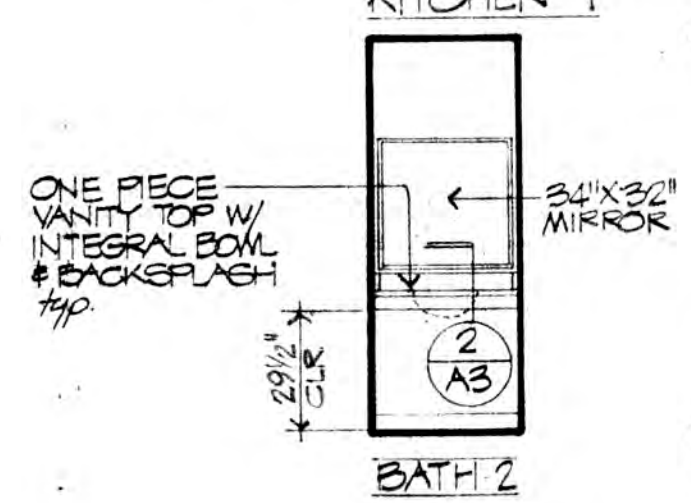
KITCHEN 4



BATH 1



BATH 2



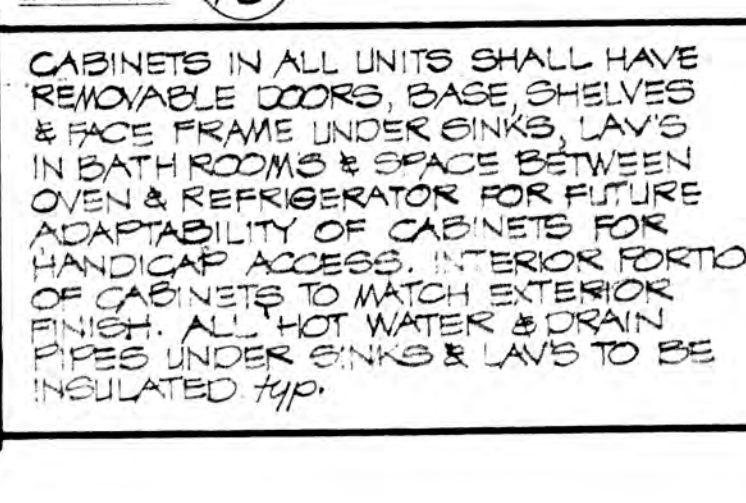
BATH 2



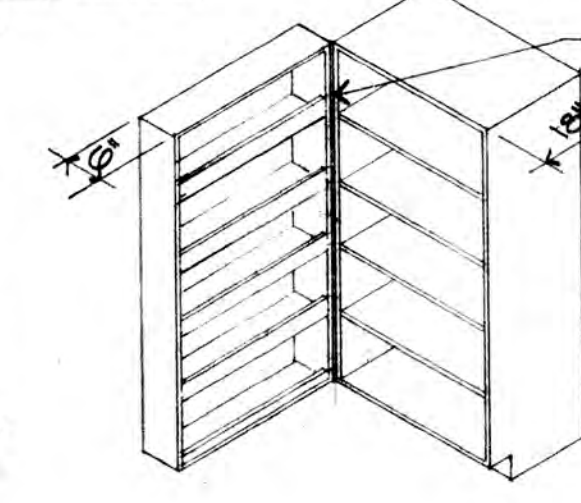
BATH 3



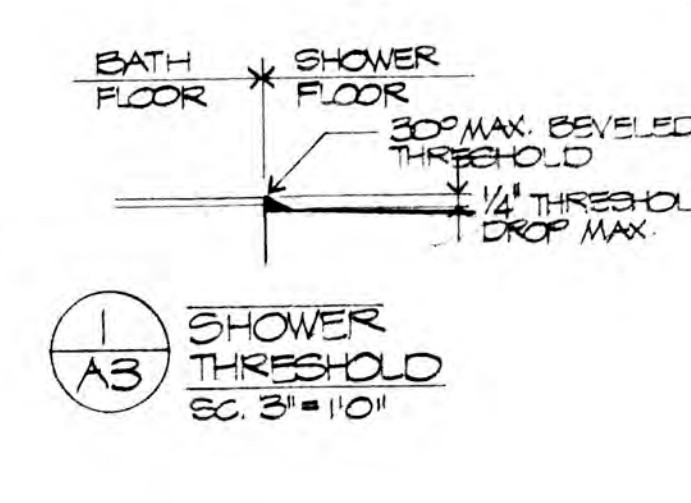
STORAGE



CABINETS IN ALL UNITS SHALL HAVE REMOVABLE DOORS, BASE, SHELVES & FACE FRAME UNDER SINKS, LAVS & BATH ROOMS & SPACE BETWEEN OVEN & REFRIGERATOR FOR FUTURE ADAPTABILITY OF CABINETS FOR HANDICAP ACCESS. INTERIOR PORTION OF CABINETS TO MATCH EXTERIOR FINISH. ALL HOT WATER & DRAIN PIPES UNDER SINKS & LAVS TO BE INSULATED TYP.

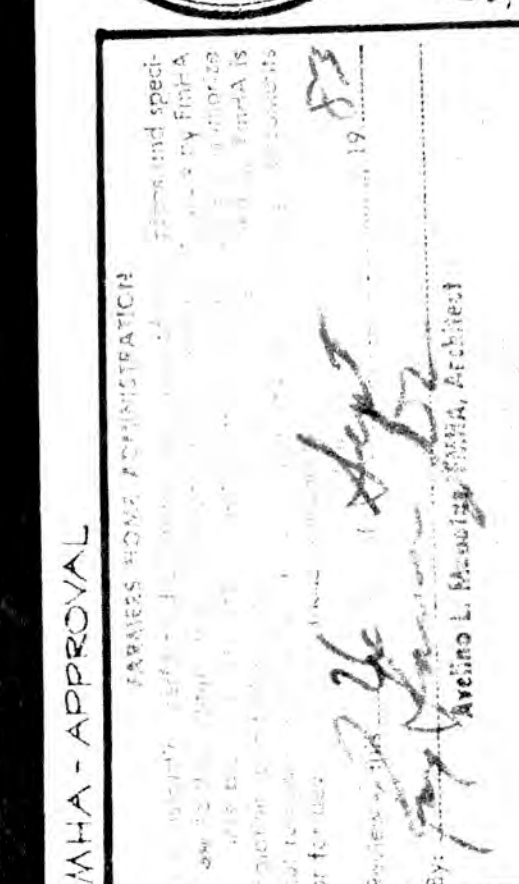


ISOMETRIC VIEW OF PANTRY CABINET TYP ALL UNITS



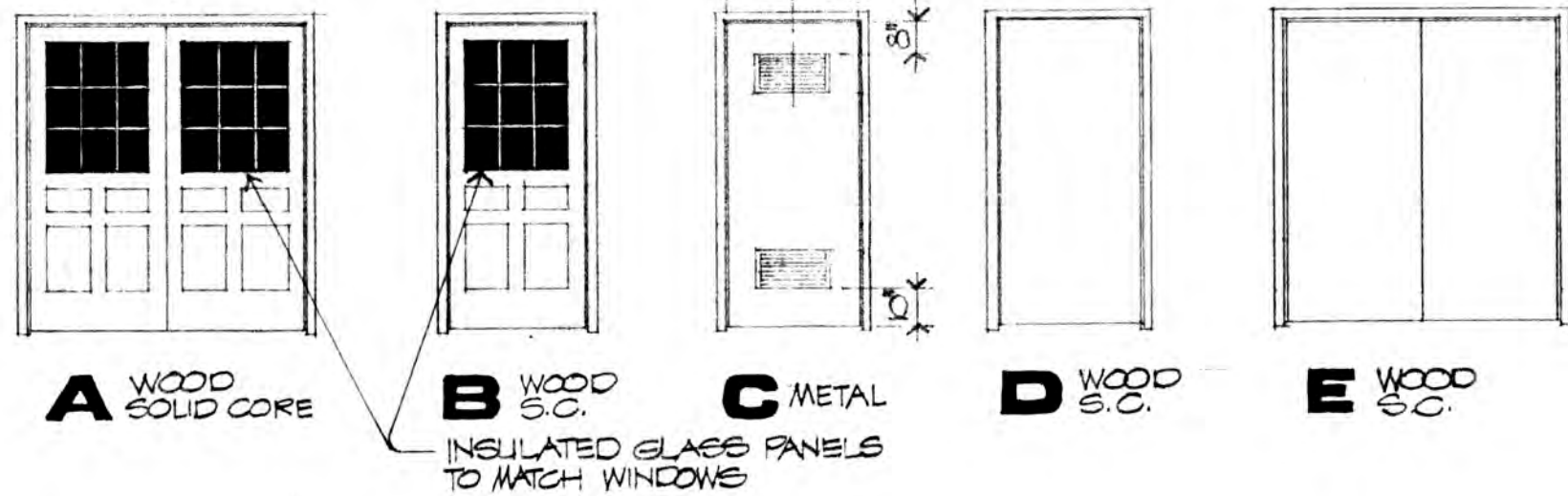
1 A3 SHOWER THRESHOLD SC. 3" X 10"

TYPICAL UNIT FLOOR PLANS



DOOR SCHEDULE									
NO.	SIZE	W.C.	THICK.	TYPE	DR. MAT.	FRAME MAT.	DETAILS	REMARKS	
1	FR 30 68	S.C.	1 3/4"	A	WD	MTL	6/AO 7/AO	—	INSULATED GLASS
2	20 65	—	1 3/4"	C	MTL	MTL	6/AO 7/AO	—	2-8'X10' MTL 10'X10'
3	30 68	S.C.	1 3/4"	B	WD	MTL	6/AO 7/AO	—	INSULATED GLASS
4	30 68	S.C.	1 3/4"	B	WD	MTL	6/AO 7/AO	—	INSULATED GLASS
5	FR 30 68	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
6	30 68	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
7	30 68	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
8	30 68	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
9	28 65	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
10	30 68	S.C.	1 3/4"	D	WD	MTL	8/AO 9/AO	—	—
11	FR 30 68	S.C.	1 3/4"	E	MTL	MTL	6/AO 7/AO	—	—

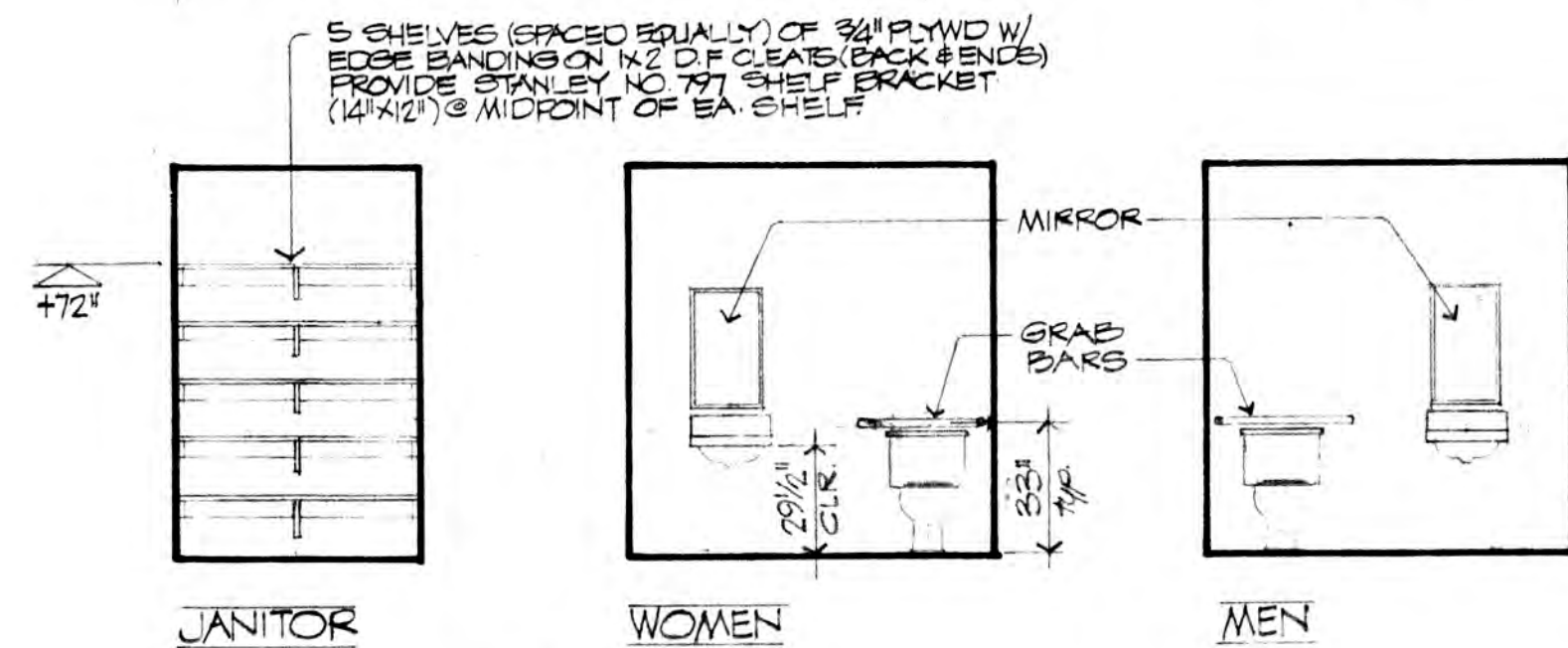
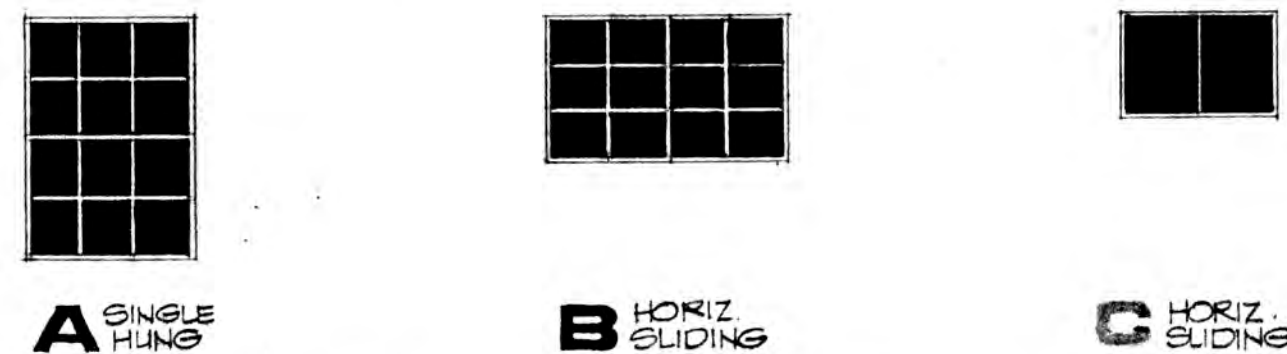
DOOR TYPES (DENOTED BY NO. IN CIRCLE ①)



WINDOW SCHEDULE

NO.	SIZE	TYPE	TYPE OF GLASS	FRAME MAT.	GLAZING SYSTEM	REMARKS
1	36 50	A	DSB GLASS	ALUM	INSULATED	SINGLE HUNG
2	30 20	C	DSB GLASS	ALUM	INSULATED	HORIZ. SLIDER
3	50 30	B	DSB GLASS	ALUM	INSULATED	HORIZ. SLIDER
4	40 30	B	DSB GLASS	ALUM	INSULATED	HORIZ. SLIDER
5	50 46	C	DSB GLASS	ALUM	SINGLE PANEL TEMPERED	HORIZ. SLIDER

WINDOW TYPES (DENOTED BY NO. IN HEXAGON ①)



JANITOR

WOMEN

MEN

MULTI-PURPOSE KITCHEN

CRAFTS COUNTER-1

CRAFTS COUNTER-2

LAUNDRY 1

LAUNDRY 2

OFFICE COUNTER

INTERIOR FINISHES

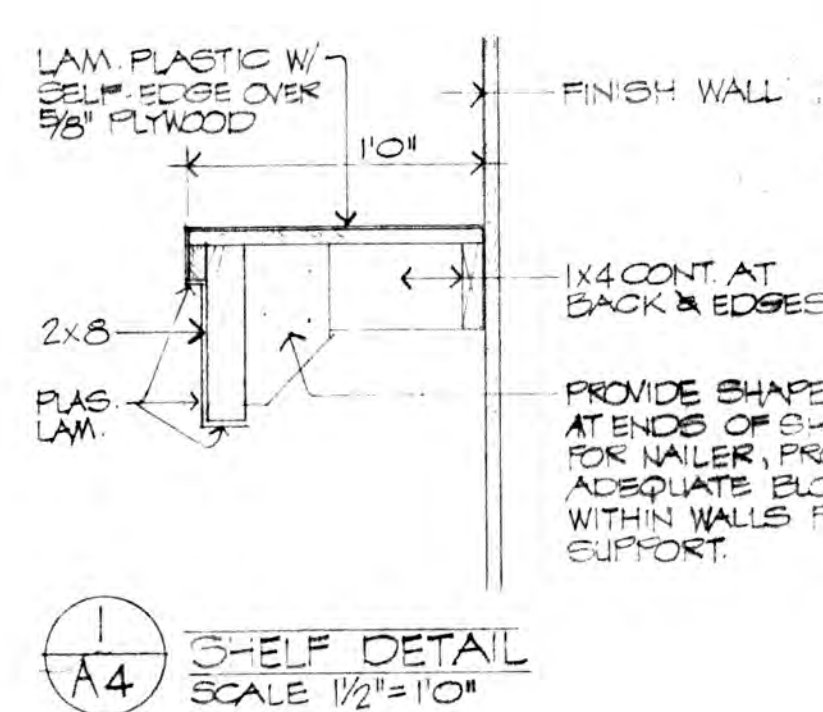
FLOORS	CEILINGS
NOTE: USE METAL (GOLD COLOR) CARPET EDGE GUARD @ CARPET TO TILE JOINT	NOTE: ALL CEILINGS ARE 5/8" G.W.B. UNLESS OTHERWISE NOTED.
F-1 CARPET WORLD CARPETS, QUALITY: ALLEGRO, STYLE 79, COLOR: 6111 CHIFFON BEIGE	C-1 PAINT, SINCLAIR "ANTIQUE WHITE" SEMI GLOSS ENAMEL.
F-2 TILE, ARMSTRONG, 1/8" THICK EXCELON TILE, IMPERIAL MODERN NO. 51851, (MELLOW SAND).	C-2 GYPSUM BOARD TAPE AND TOP ONLY (5/8" TYPE-X).
F-3 TILE, ARMSTRONG, 1/8" THICK EXCELON TILE, IMPERIAL MODERN NO. 51855, (MEDIUM CORN).	C-3 SAME AS W-3 ABOVE
F-4 EXPOSED CONCRETE, TROWEL FINISH.	COUNTERTOPS
F-5 UNGLAZED CERAMIC MOSAIC TILE, AMERICAN OLEAN, 2" x 2", COLOR: DRIFTWOOD	CT-1 CORIAN ONE-PIECE VANITY TOP WITH INTEGRAL BOWL AND BACKSPLASH AS PER SPECIFICATION SECTION 10100, ITEM 2.6.
BASE	CT-2 PLASTIC LAMINATE, WILSONART, NO. 13 TEXTURED FINISH, COLOR: 4232 (PLAZA).
NOTE: USE PREFORMED CORNERS	CT-3 PLASTIC LAMINATE, WILSONART, NO. 26 LEATHER FINISH, COLOR: 2931A (BROWN LEATHER).
B-1 VINYL BASE, FLEXCO, NO. VC-400 (TAN), 2-1/2", FLAT-TYPE.	DOORS AND TRIM
B-2 VINYL BASE, FLEXCO, NO. VC-400 (TAN), 2-1/2", SET ON-TYPE.	D-1 PAINT, SINCLAIR, "ANTIQUE WHITE", SEMI-GLOSS ENAMEL.
B-3 UNFINISH WOOD BASE, 1 x 3 SOUTHERN PINE S4S.	CABINETS
B-4 1" HIGH COVE BASE, SAME MATERIAL AS F-5 ABOVE.	CAB-1 STAIN, SINCLAIR, STAINTEKE, #3900 7760, SEMI-TRANSPARENT STAIN.
WALLS	NOTE: USE WATER RESISTANT G.W.B. IN ALL BATHROOMS AND LAUNDRY ROOM (WALLS & CEILINGS).
NOTE: ALL WALLS ARE 1/2" G.W.B. UNLESS OTHERWISE NOTED.	
W-1 PAINT, SINCLAIR, "ANTIQUE WHITE", SEMI-GLOSS ENAMEL.	
W-2 GYPSUM BOARD, TAPE AND TOP ONLY (5/8" TYPE-X).	
W-3 GLAZED CERAMIC MOSAIC TILE, AMERICAN OLEAN, 2" x 2", COLOR: DRIFTWOOD	

FINISH SCHEDULE DWELLING UNITS	FINISH SCHEDULE COMMUNITY CENTER
LIVING ROOM F1 B1 W1 C1 D1	JANITOR F3 B2 W1 C1 D1 CAB1
DINING ROOM F2 B2 W1 C1 D1	WOMEN F3 B2 W1 C1 D1
KITCHEN F2 B2 W1 C1 CT2 CAB1	MEN F3 B2 W1 C1 D1
CLOSET F1 B1 W1 C1 D1 CAB1	MULTI-PURPOSE F3 B2 W1 C1 CT3 D1 CAB1
STORAGE F1 B1 W1 C1 D1 CAB1	OFFICE F3 B2 W1 C1 CT3 D1 CAB1
HALLWAY F1 B1 W1 C1 D1	TENANT STORAGE F3 B2 W1 C1 D1
BEDROOM F1 B1 W1 C1 D1 CAB1	CRAFTS F3 B2 W1 C1 CT3 D1 CAB1
BATH F2 B2 W1 C1 CT2 D1 CAB1	LAUNDRY F3 B2 W1 C1 CT3 D1 CAB1
SHOWERS F3 B4 W3 C3 D1	W/H ROOM F4 B3 W2 C2 D1
W/H ROOM F4 B3 W2 C2 D1	MAINTENANCE F3 B2 W1 C1

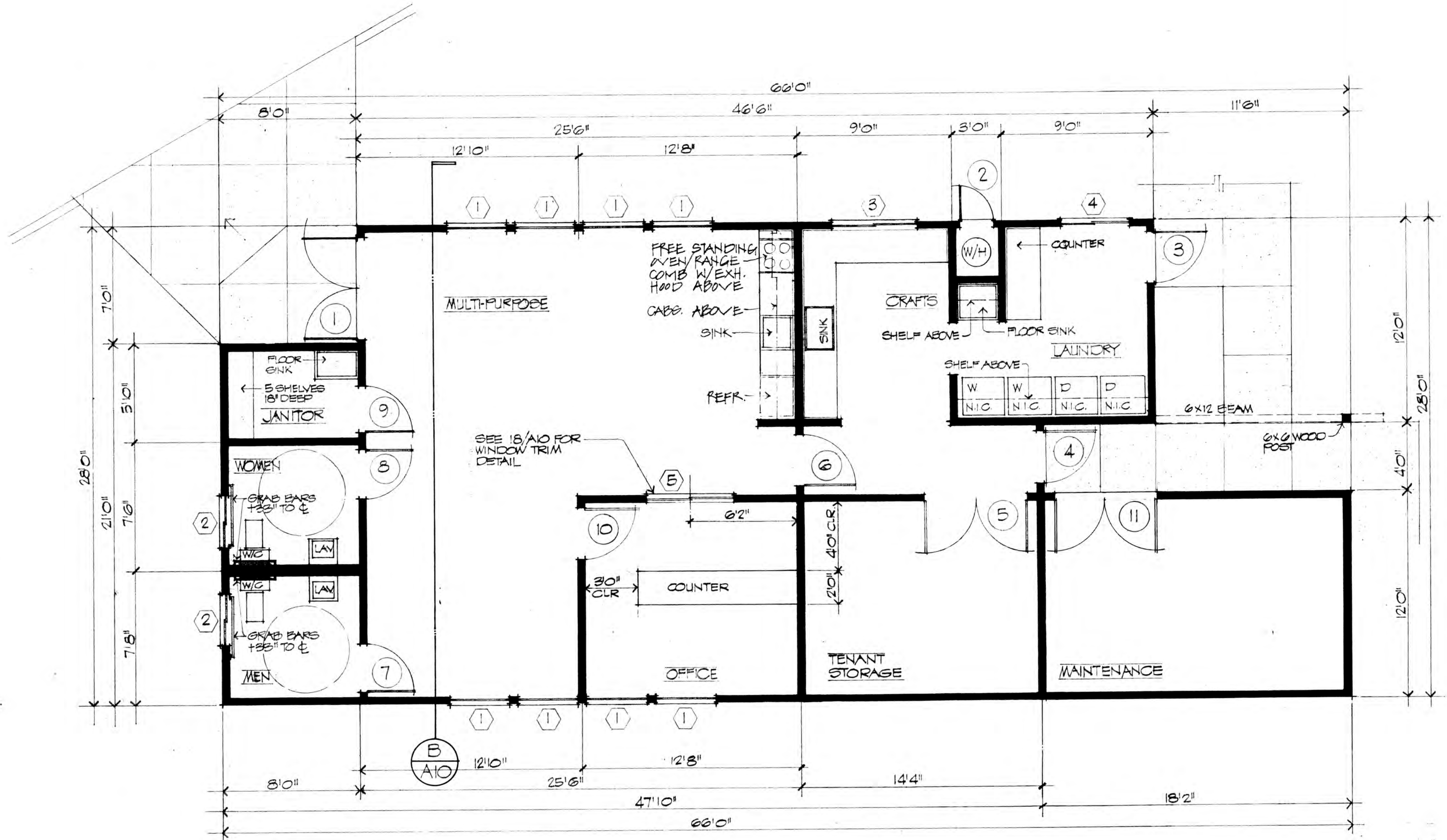
FINISH SCHEDULE COMMUNITY CENTER
JANITOR F3 B2 W1 C1 D1 CAB1
WOMEN F3 B2 W1 C1 D1
MEN F3 B2 W1 C1 D1
MULTI-PURPOSE F3 B2 W1 C1 CT3 D1 CAB1
OFFICE F3 B2 W1 C1 CT3 D1 CAB1
TENANT STORAGE F3 B2 W1 C1 D1
CRAFTS F3 B2 W1 C1 CT3 D1 CAB1
LAUNDRY F3 B2 W1 C1 CT3 D1 CAB1
W/H ROOM F4 B3 W2 C2 D1
MAINTENANCE F3 B2 W1 C1

FINISH SCHEDULE COMMUNITY CENTER
JANITOR F3 B2 W1 C1 D1 CAB1
WOMEN F3 B2 W1 C1 D1
MEN F3 B2 W1 C1 D1
MULTI-PURPOSE F3 B2 W1 C1 CT3 D1 CAB1
OFFICE F3 B2 W1 C1 CT3 D1 CAB1
TENANT STORAGE F3 B2 W1 C1 D1
CRAFTS F3 B2 W1 C1 CT3 D1 CAB1
LAUNDRY F3 B2 W1 C1 CT3 D1 CAB1
W/H ROOM F4 B3 W2 C2 D1
MAINTENANCE F3 B2 W1 C1

KEY	F	B	W	C	CT	D	CAB
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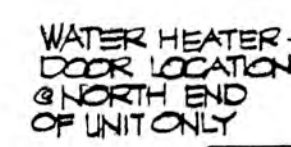


COMMUNITY CENTER FLOOR PLAN

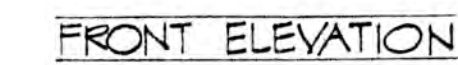


FLOOR PLAN

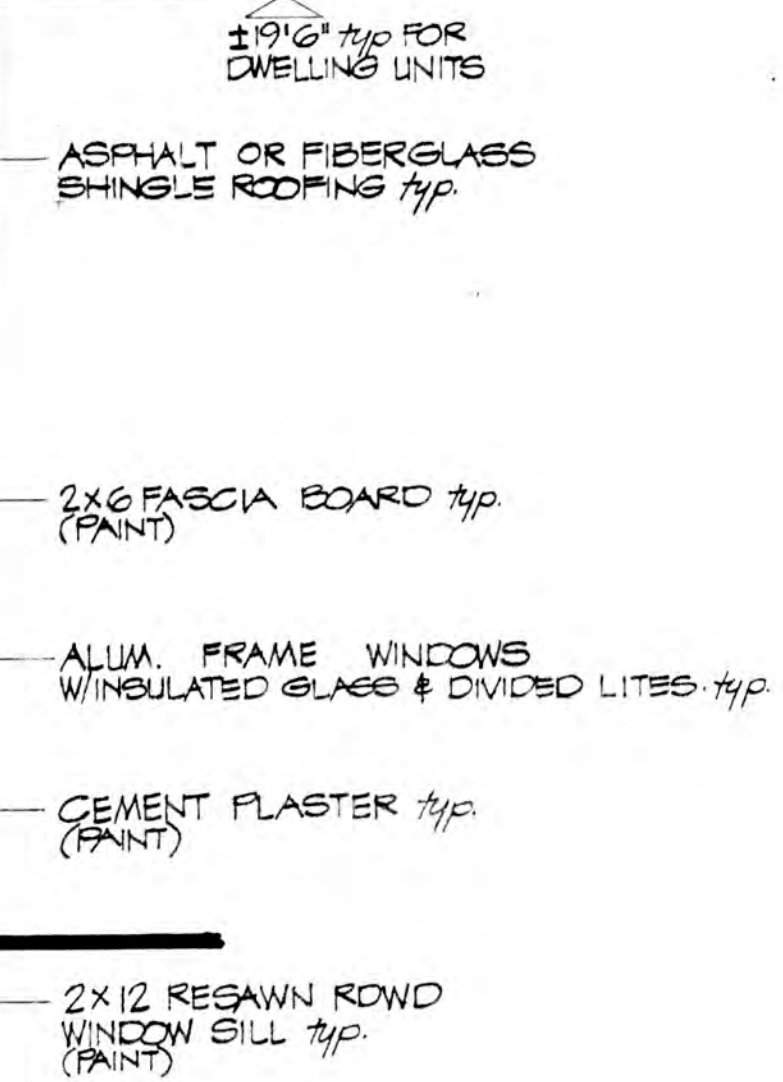
COMMUNITY CENTER SCALE 1/4" = 1'-0"



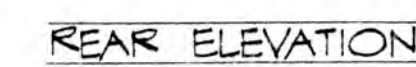
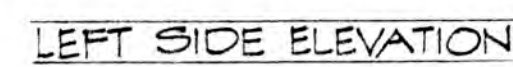
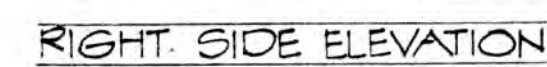
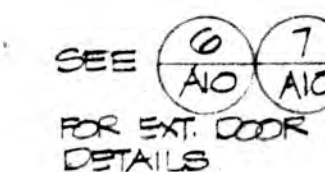
LEFT SIDE ELEVATION
RIGHT SIDE SIMILAR!



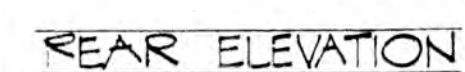
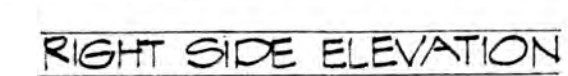
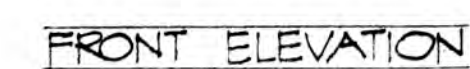
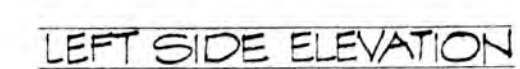
UNIT A



FRONT ELEVATION



UNIT B



UNIT C

RIGHT & LEFT SIDE ELEVATIONS
ARE REFCENCED FROM THE FRONT
OF THE BUILDINGS.

EXTERIOR ELEVATIONS

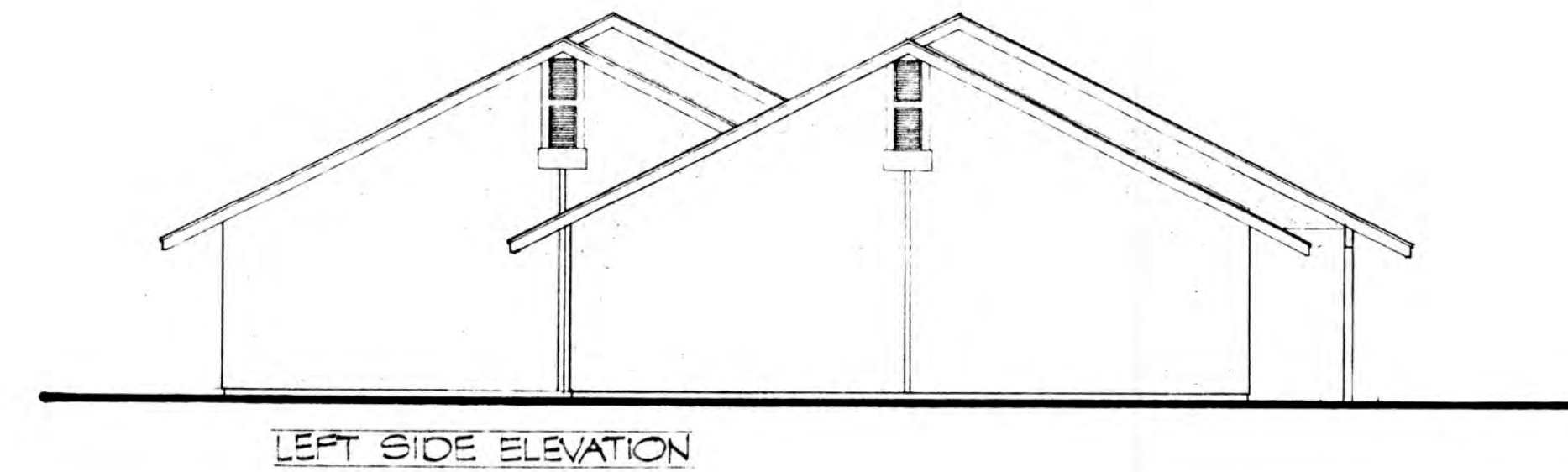
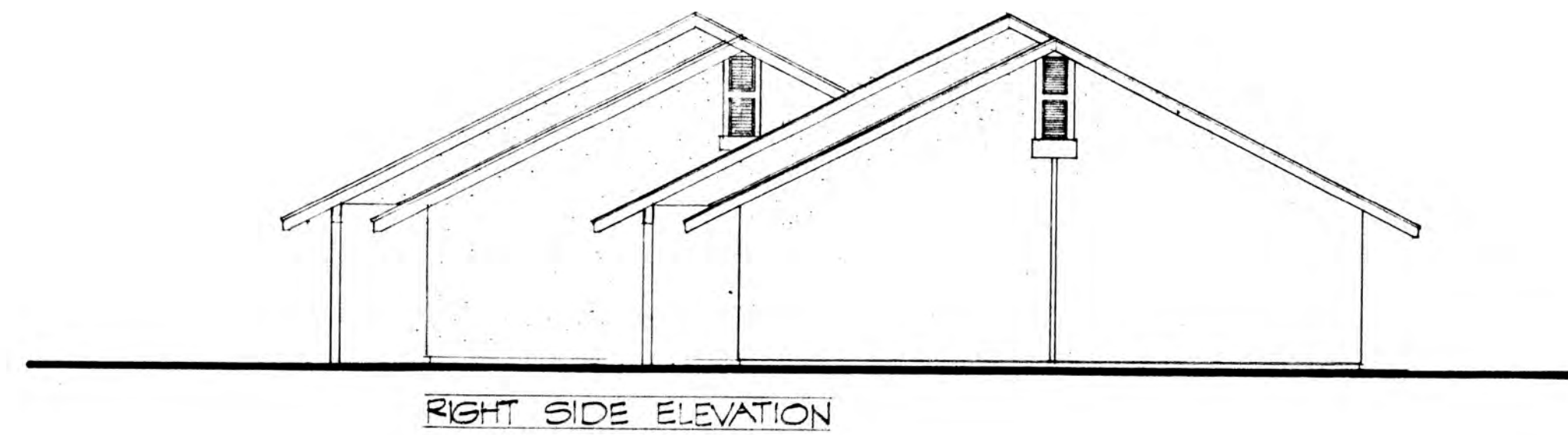
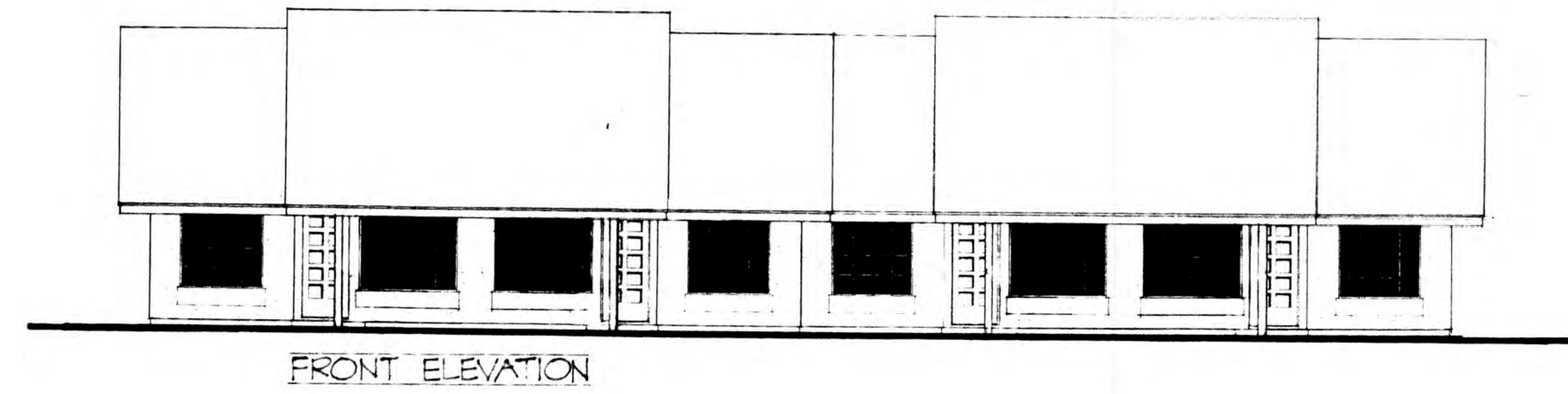
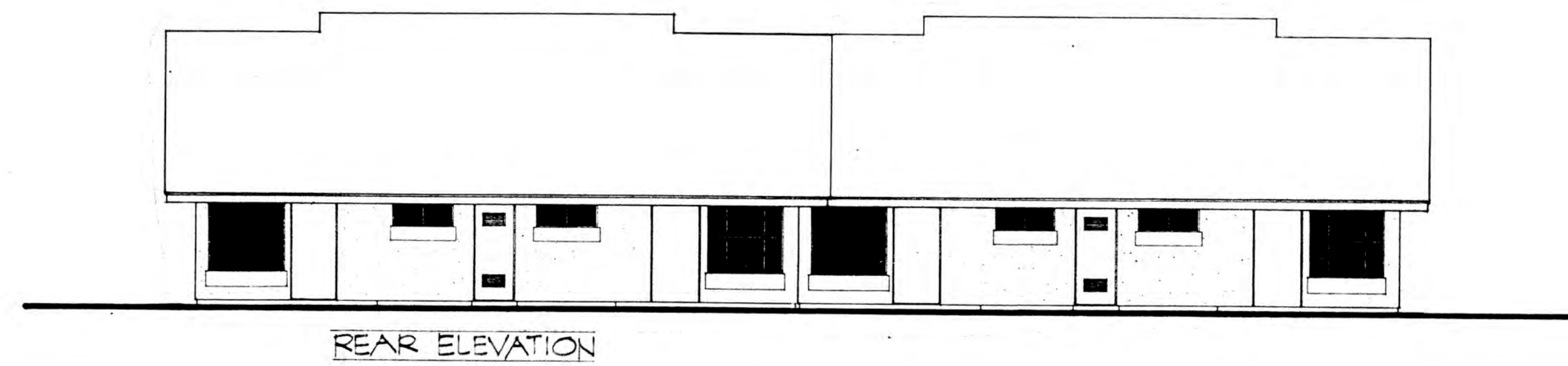
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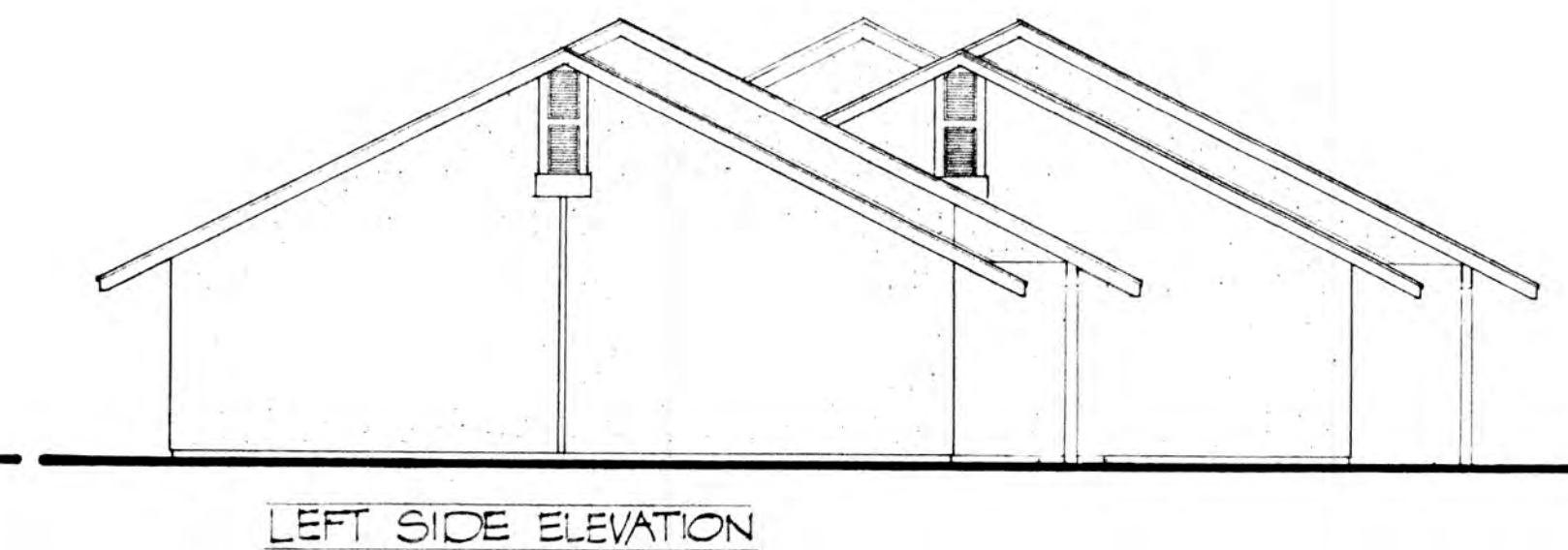
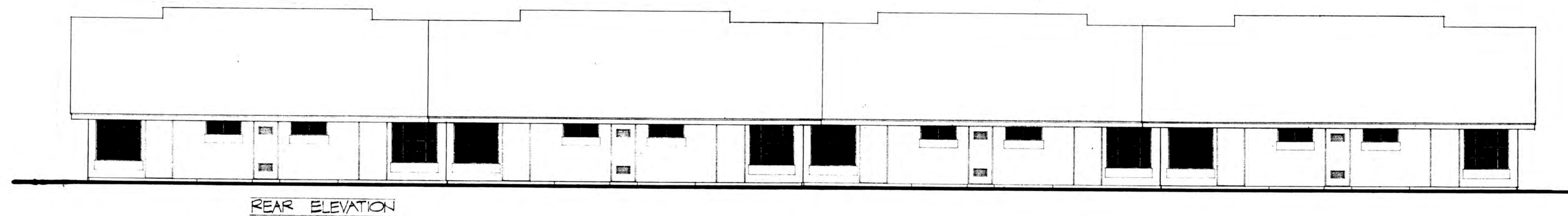
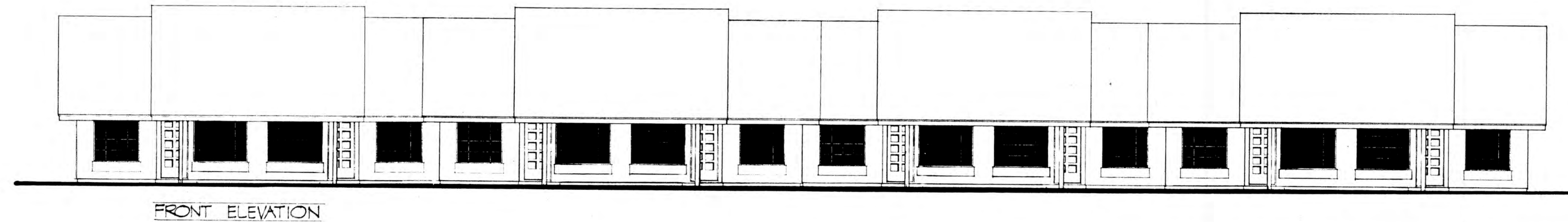
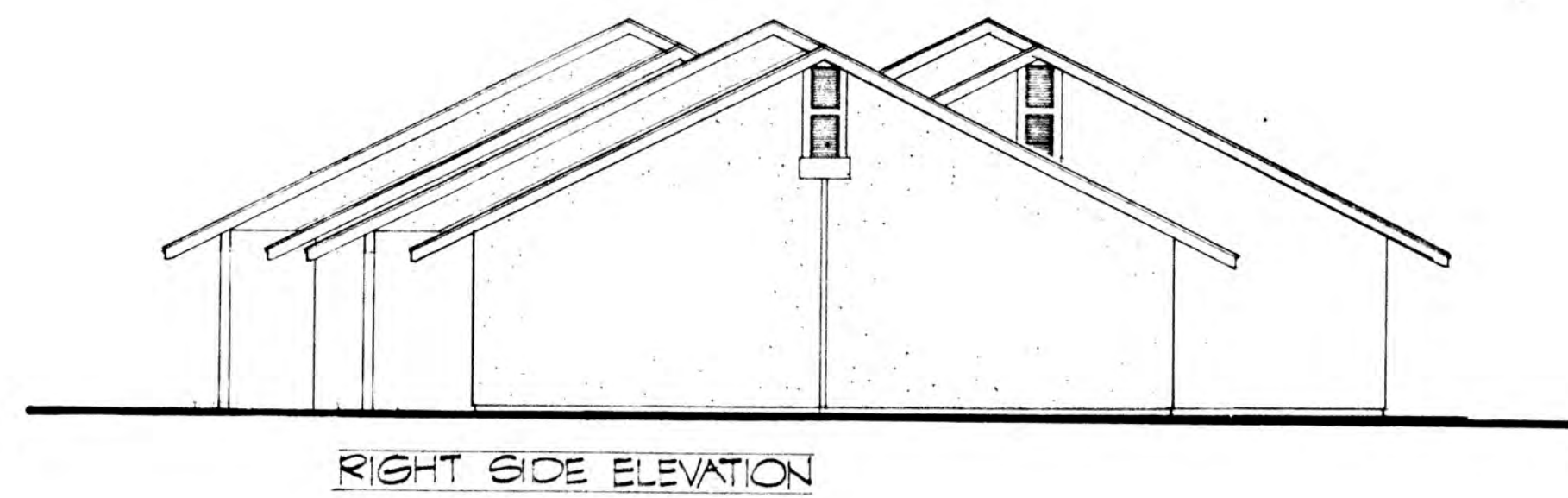
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DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9/16/83

SHEET NUMBER:

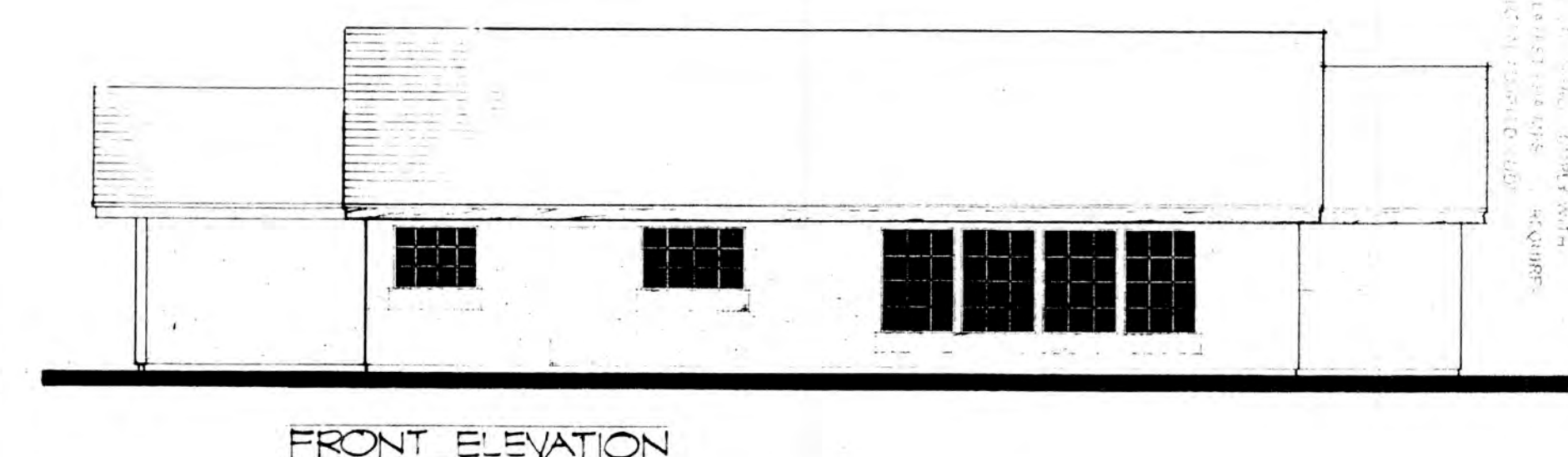
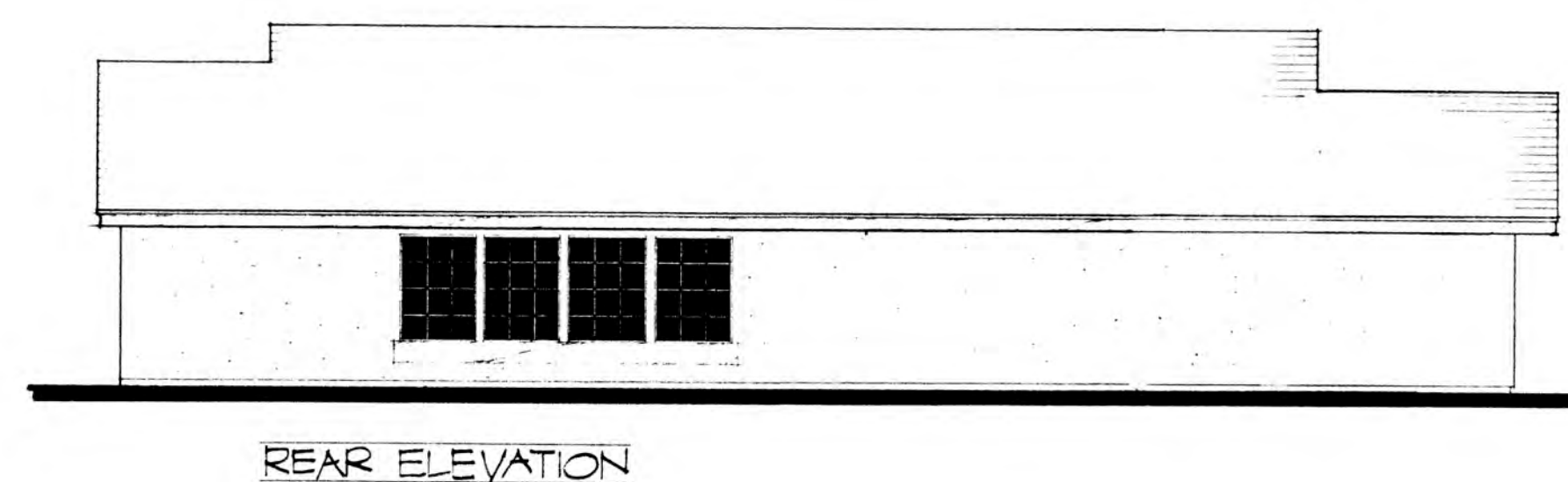
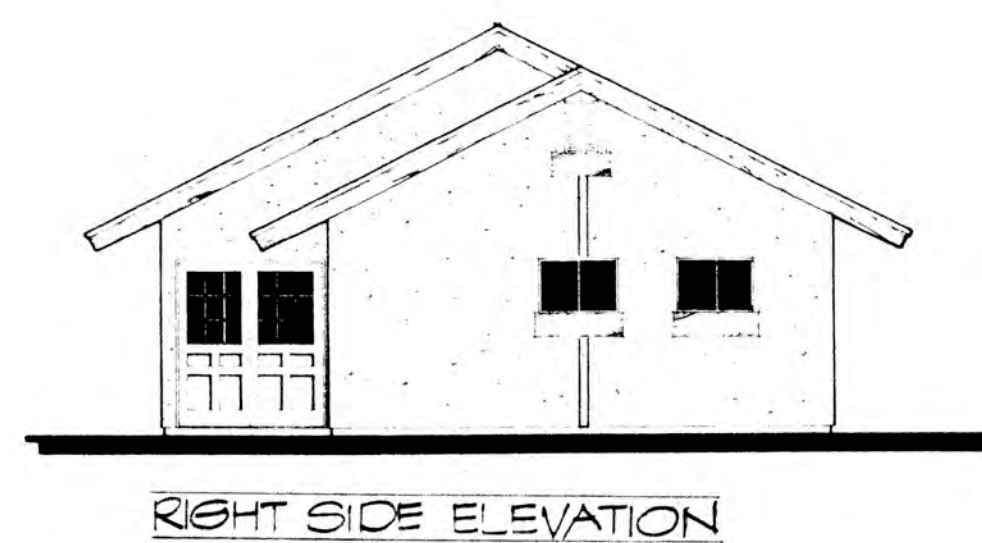
A5



UNIT D



UNIT E



UNIT F

EXTERIOR ELEVATIONS

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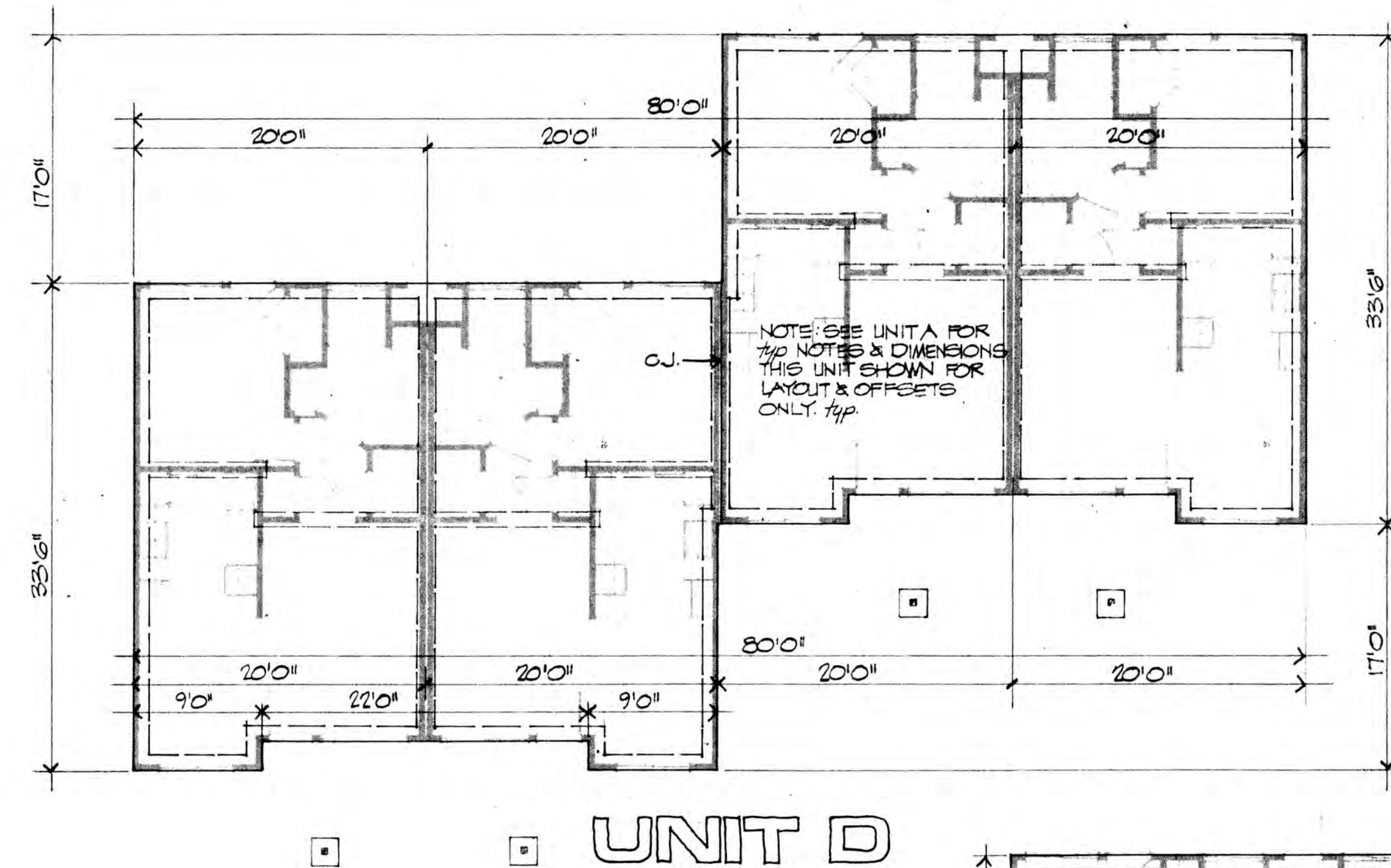
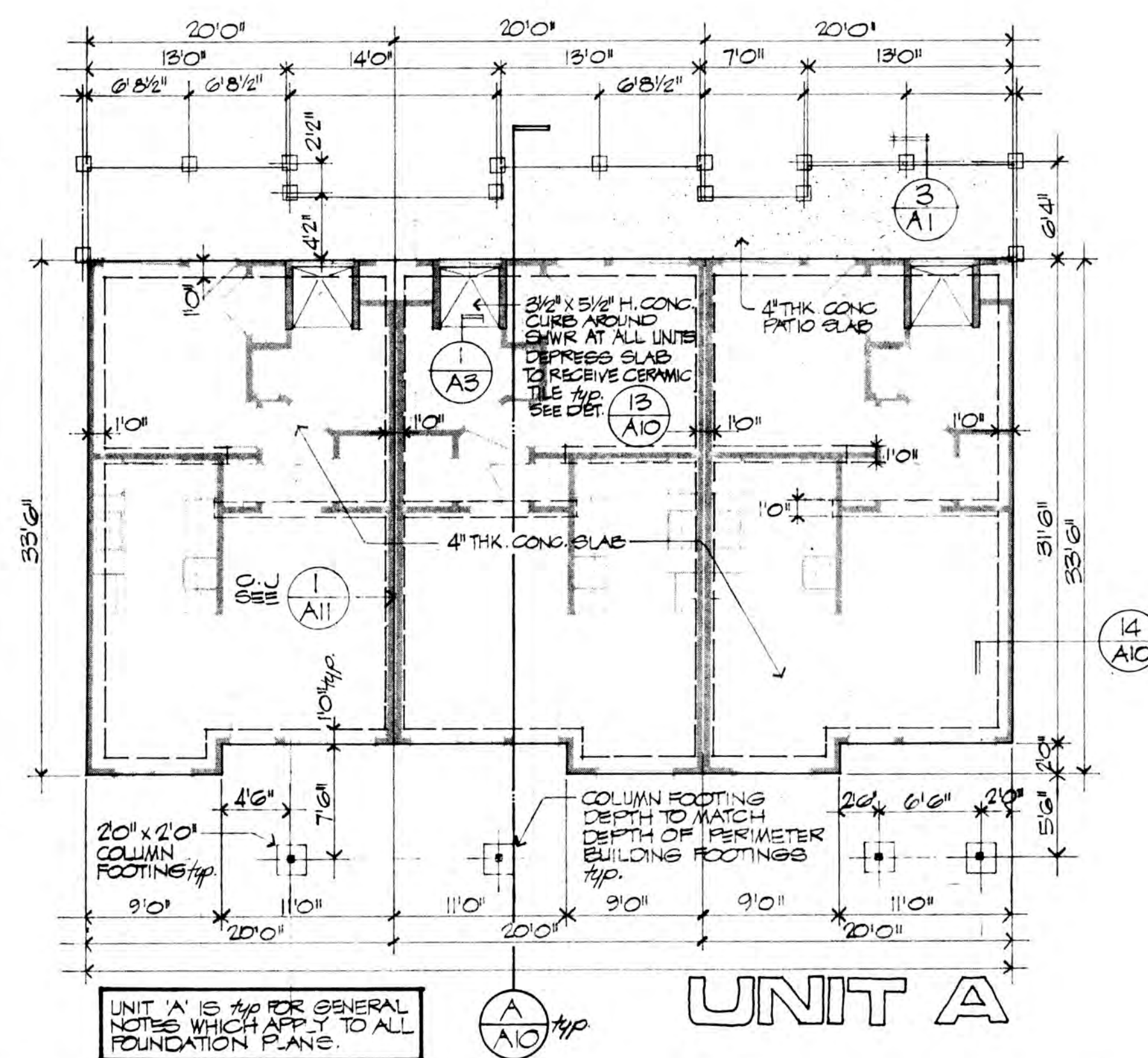
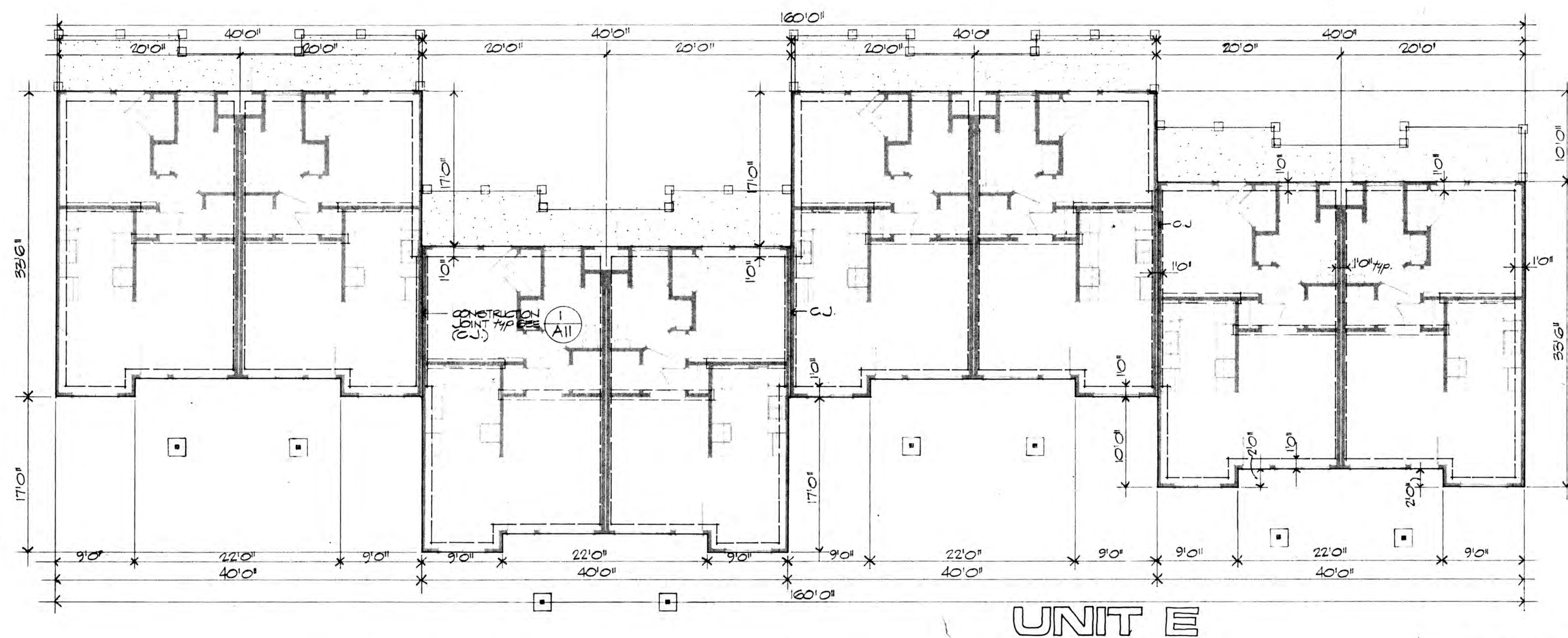


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JOB NUMBER: 8104
DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9/6/83

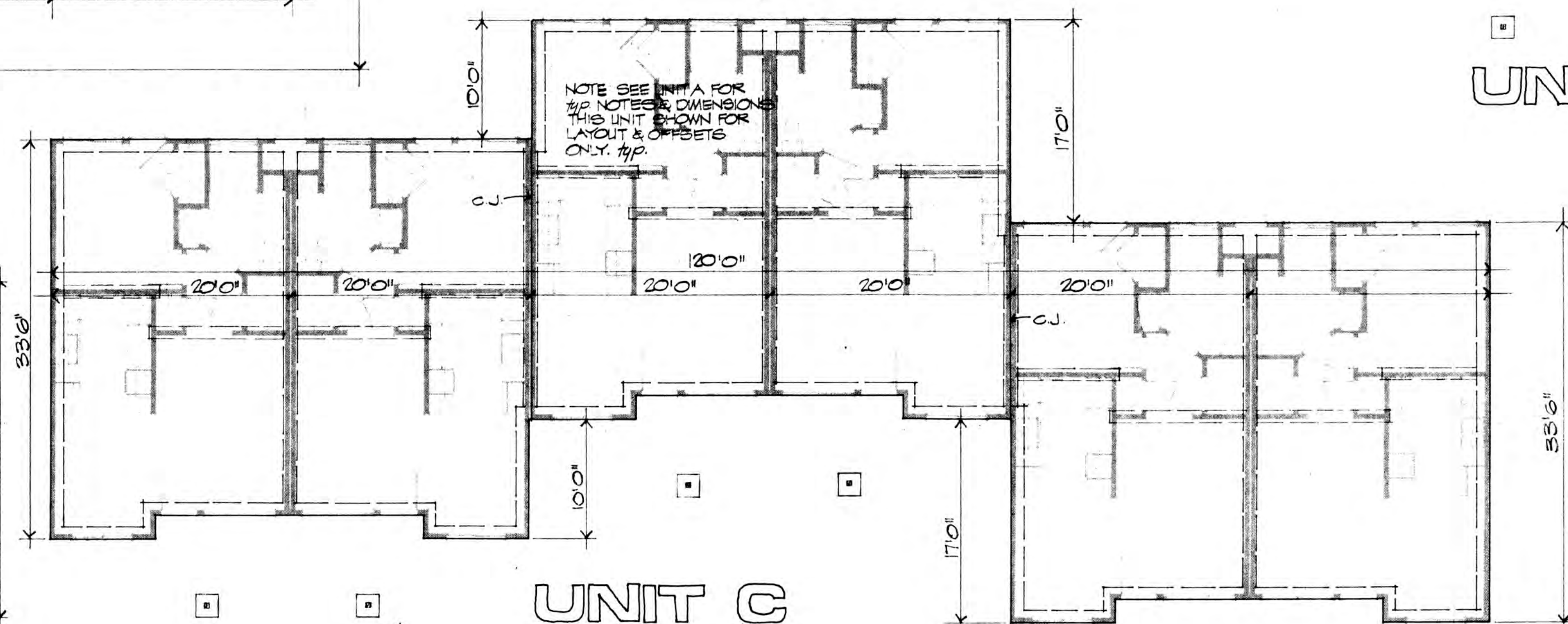
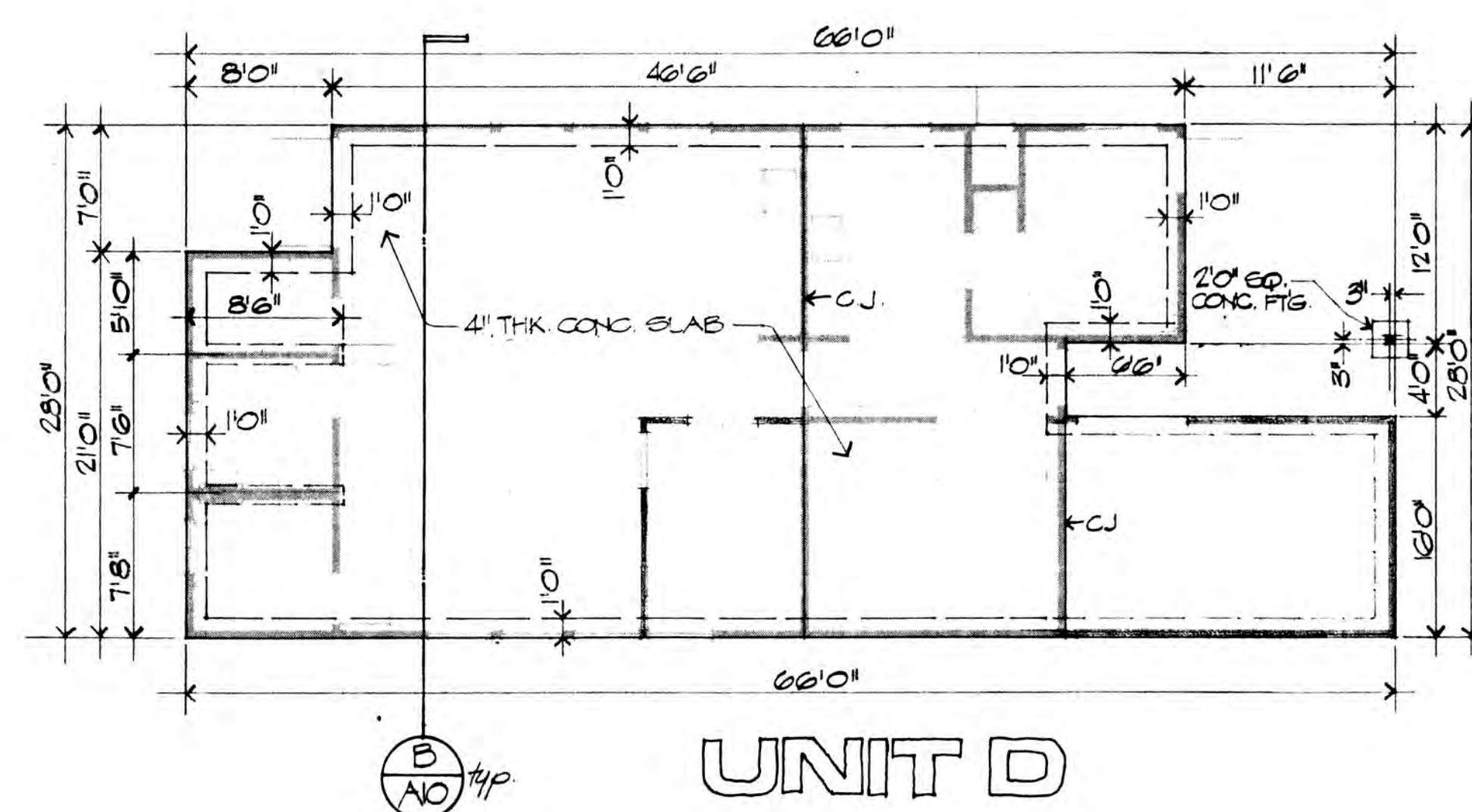
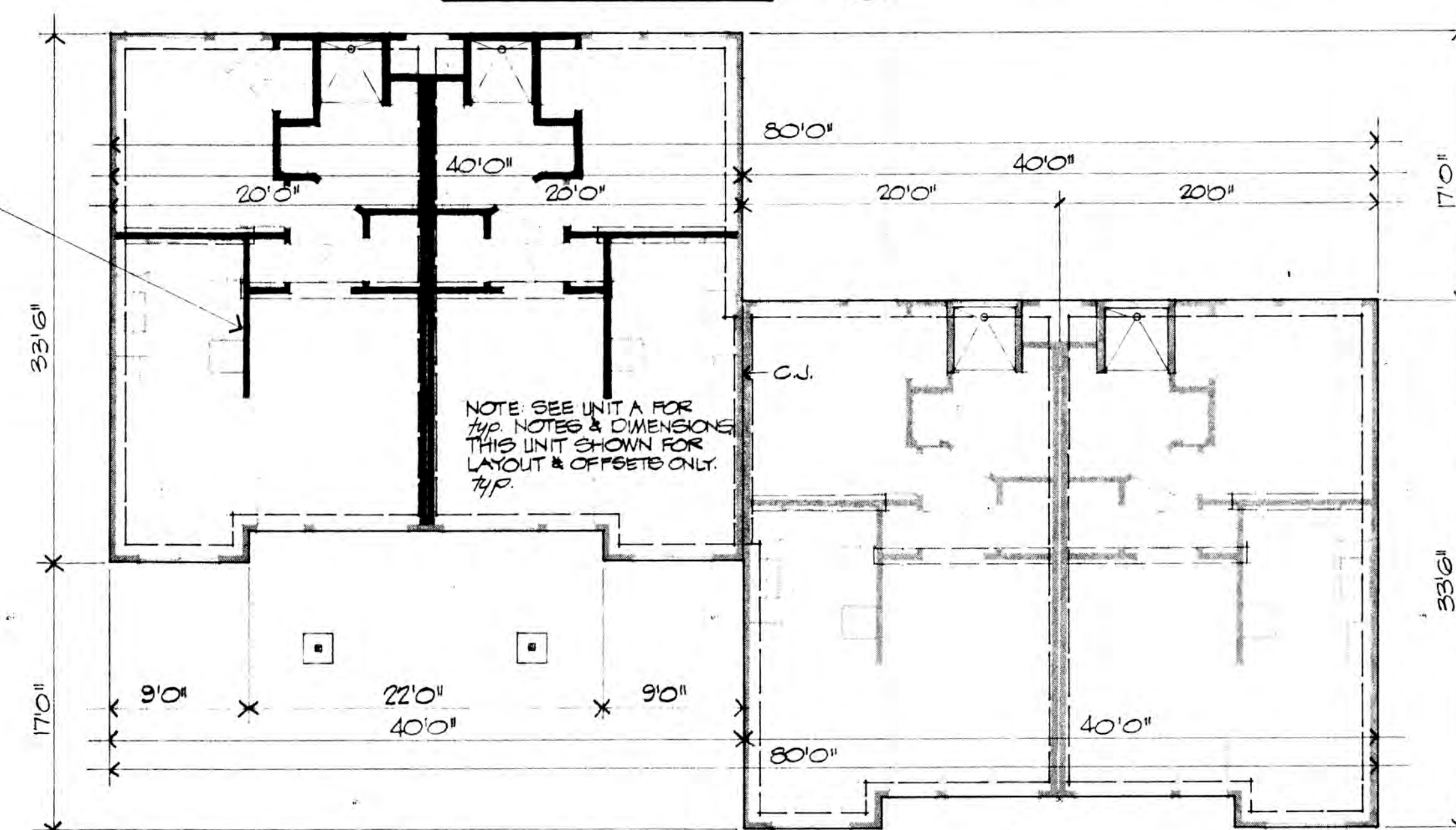
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A6



SHEAR / BEARING WALL NOTES
NAILING: ALL INTERIOR WALLS SHALL -
HAVE 1/2" G.B. (W/H ROOM SHALL HAVE
5/8" TYPE 'X', G.B.) & SHALL BE NAILED
W/ 5d COOLER NAILS @ 7" O.C,
UNBLOCKED

5. ALL BOLTS: AT ALL EXTERIOR WALLS
& AT BOTH WALLS OF PARTY SEPARATIONS
BETWEEN UNITS (1/2" FOR ALL UNITS) USE
1/2" Φ X 10" A.B.C. B.O.C. & WITHIN 10" OF
ENDS & SPACES FOR SHEAR HOLD-DOWNS.



CONCRETE NOTES:

1. ALL CONCRETE INCLUDING SLABS, SIDEWALKS, CURB & GUTTERS, SHALL BE 2500 PSI @ 28 DAYS.
2. SEE SHEET L1 FOR CONCRETE MONOSTRIP LOCATIONS.

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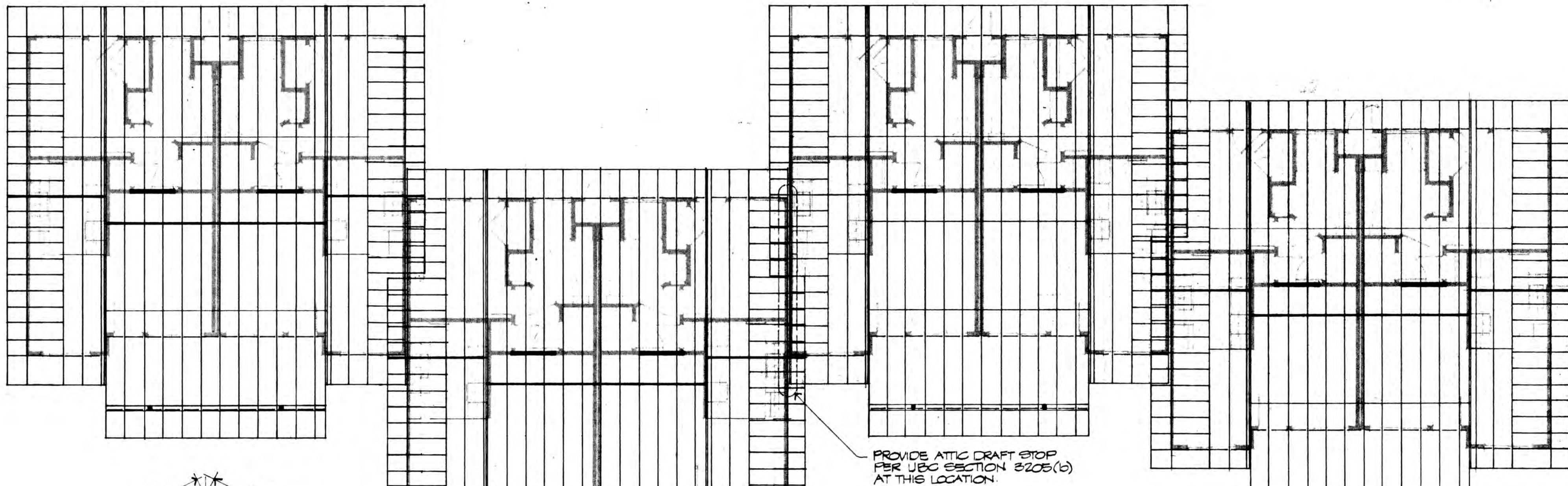


FMHA - APPROVAL
 I have read and approved the above information and agree to the terms and conditions of the loan.
 Signature: *[Signature]*
 Date: *[Date]*
 Printed Name: *[Name]*
 Title: *[Title]*
 Address: *[Address]*
 City: *[City]* State: *[State]* Zip: *[Zip]*
 Phone: *[Phone]*
 Fax: *[Fax]*
 E-mail: *[E-mail]*
 Signature: *[Signature]*
 Date: *[Date]*
 Printed Name: *[Name]*
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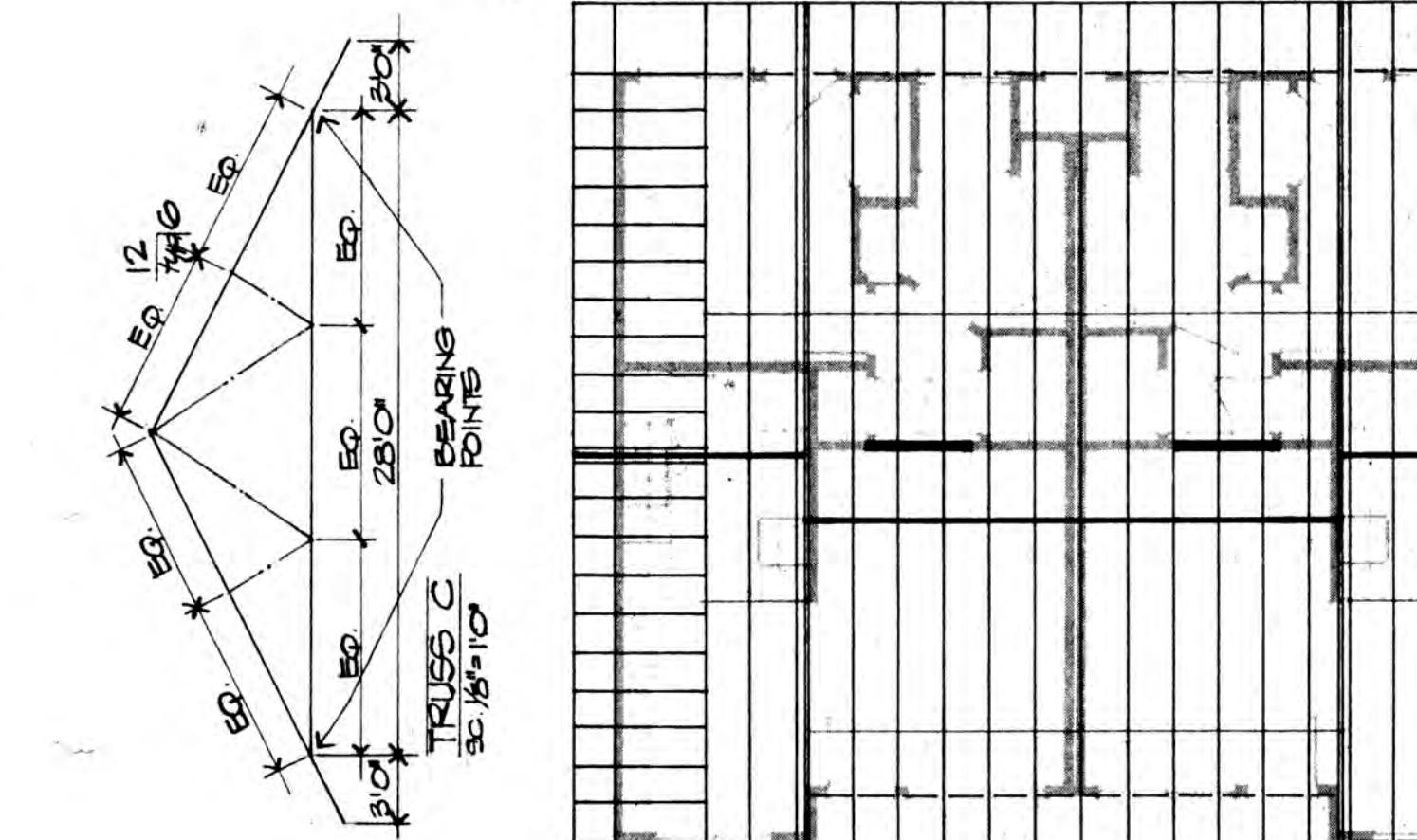
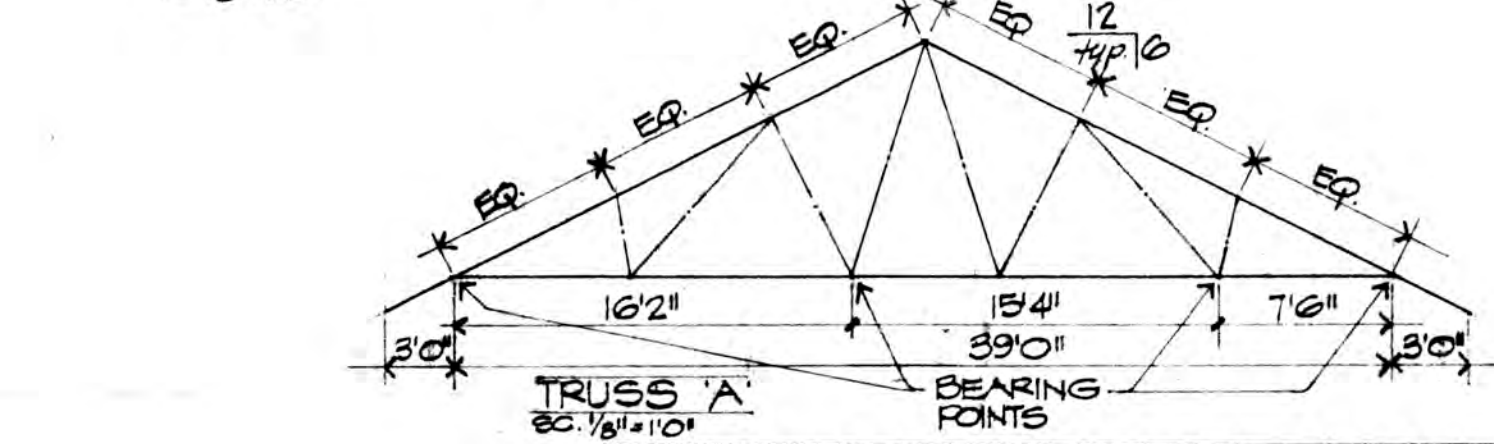
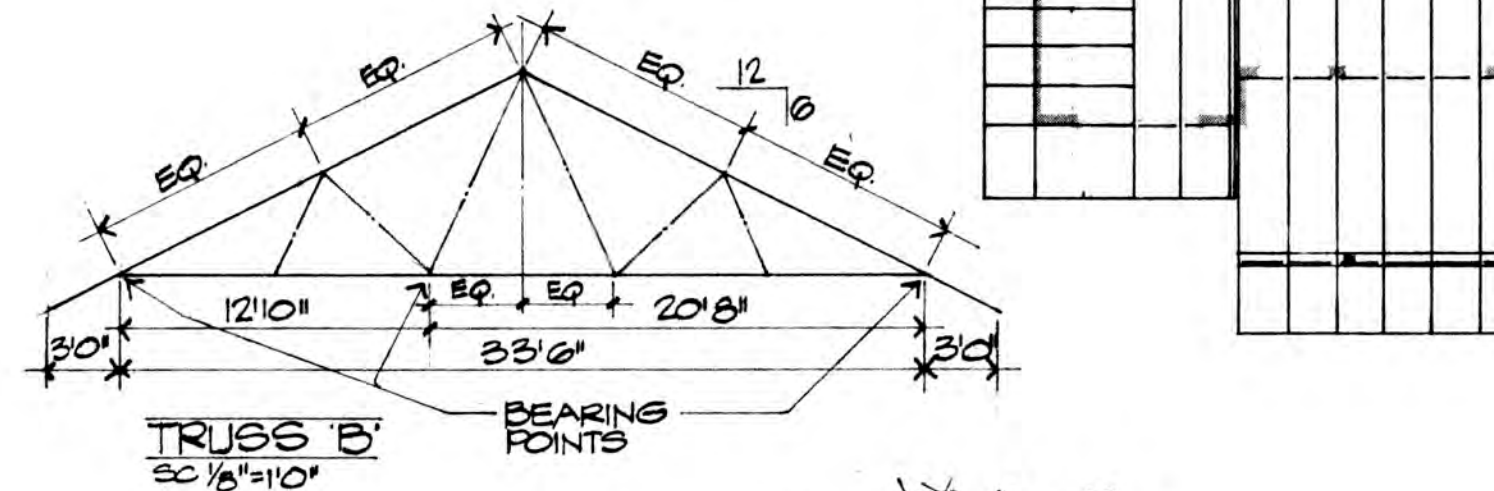
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DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISTONS:
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SHEET NUMBER:

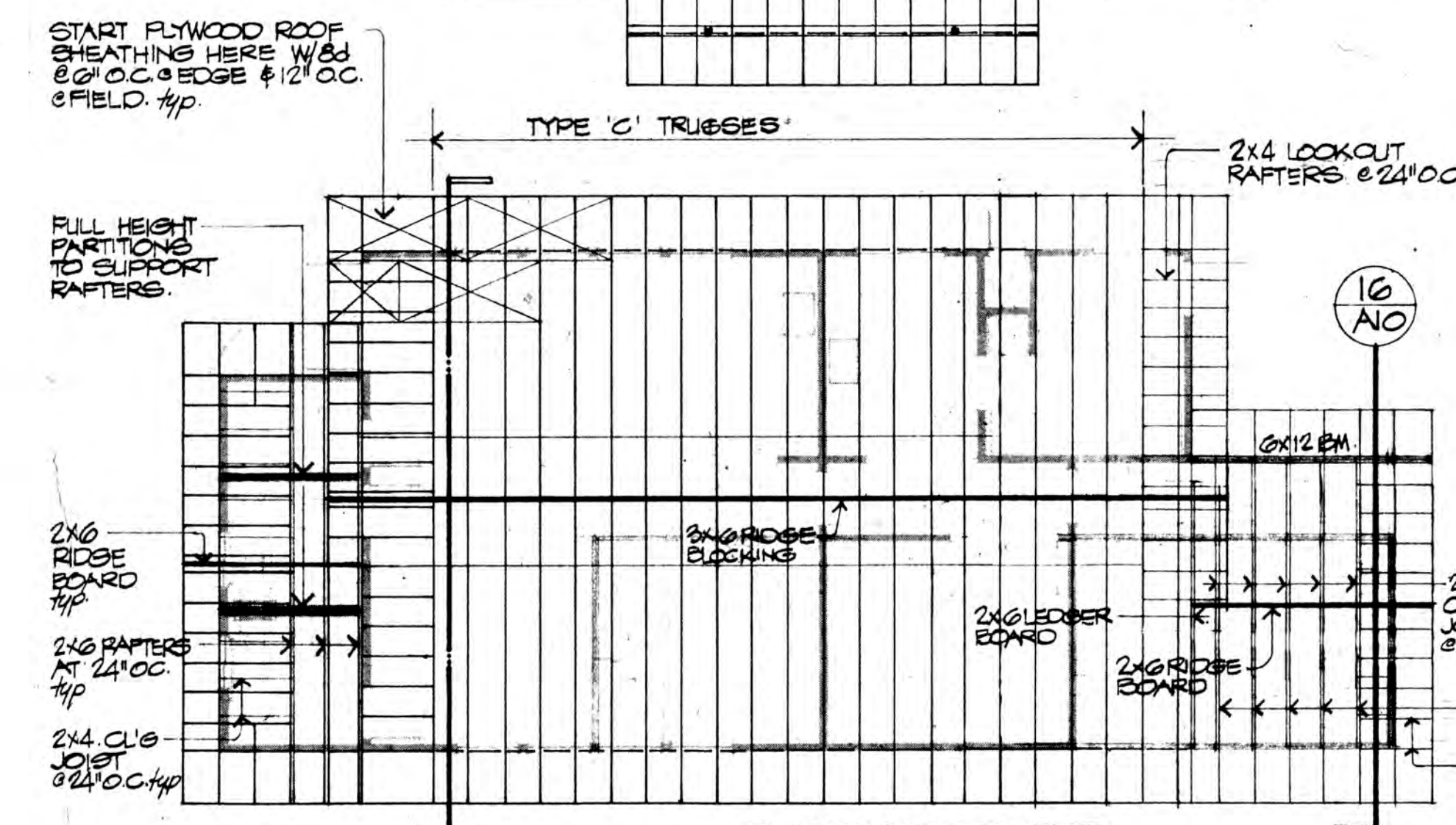
FOUNDATION
PLANS



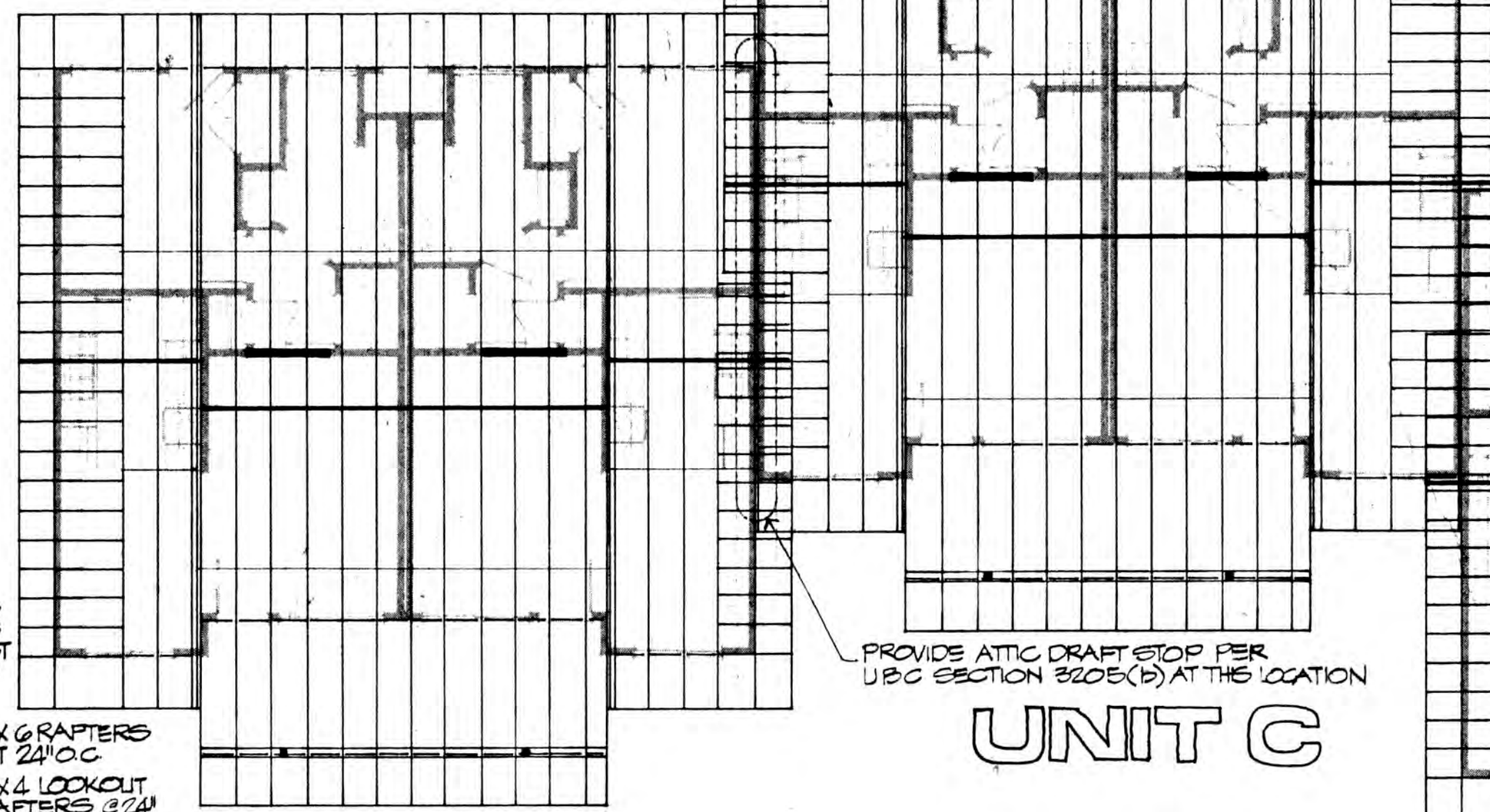
UNIT E



UNIT D

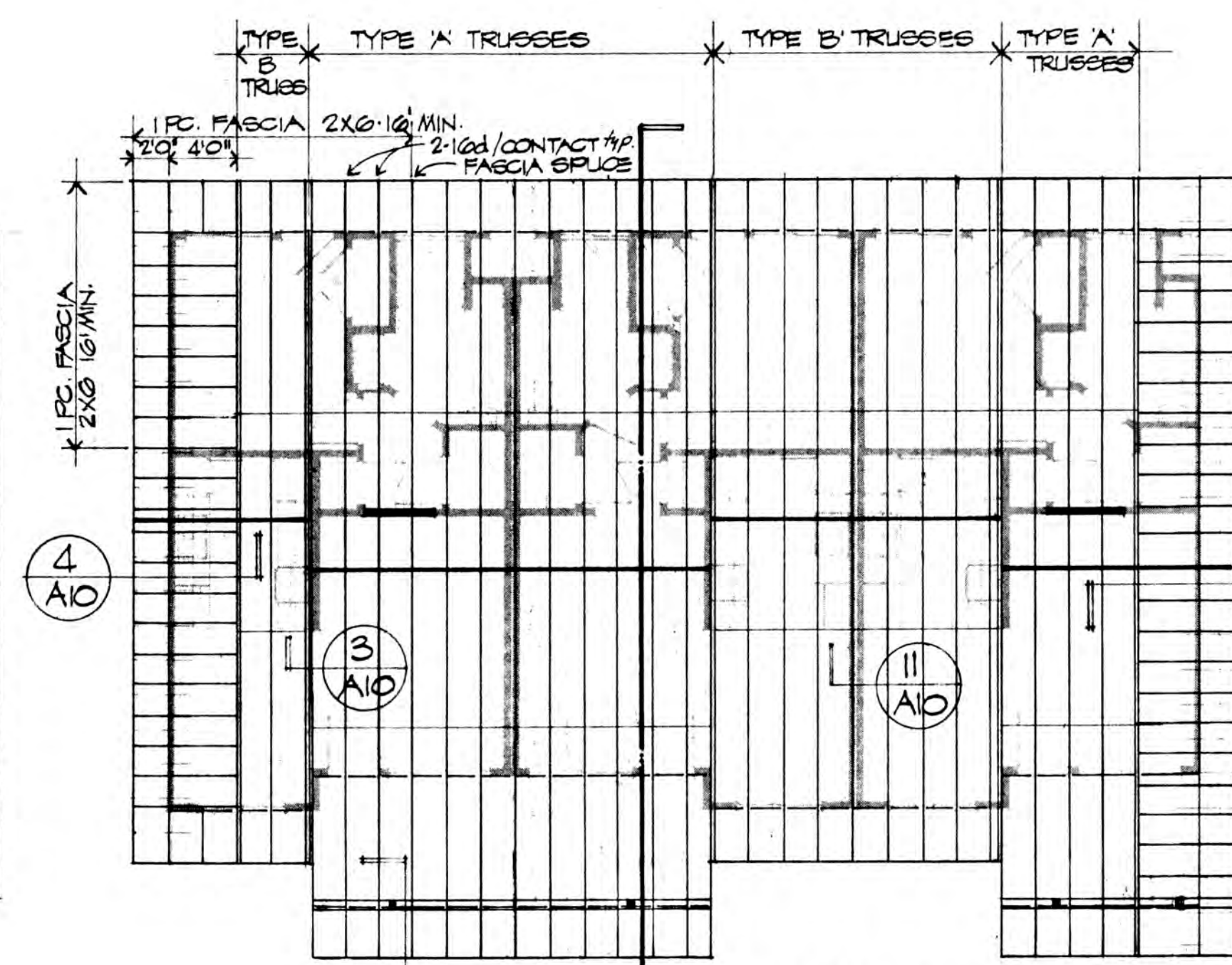


UNIT F

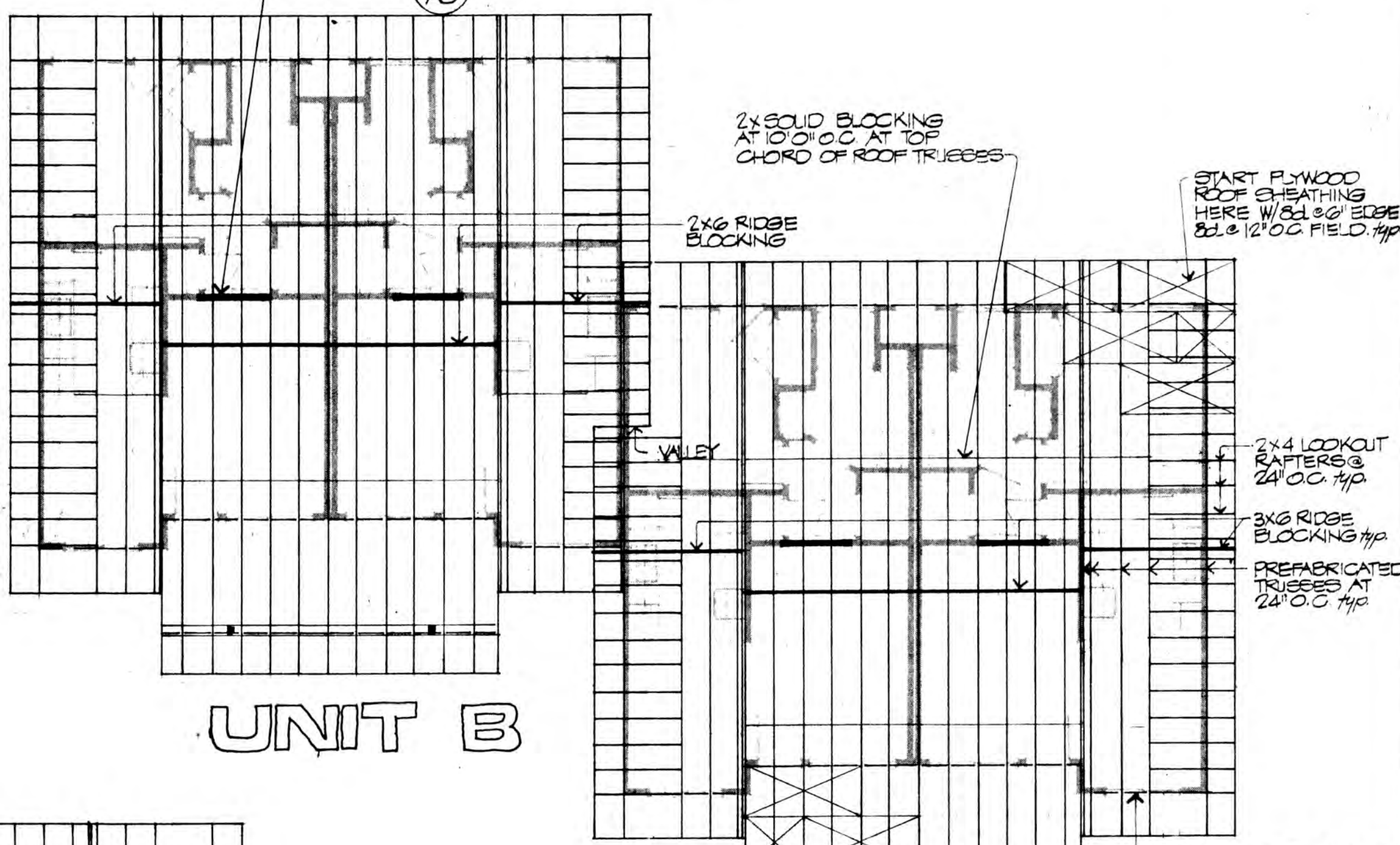


UNIT C

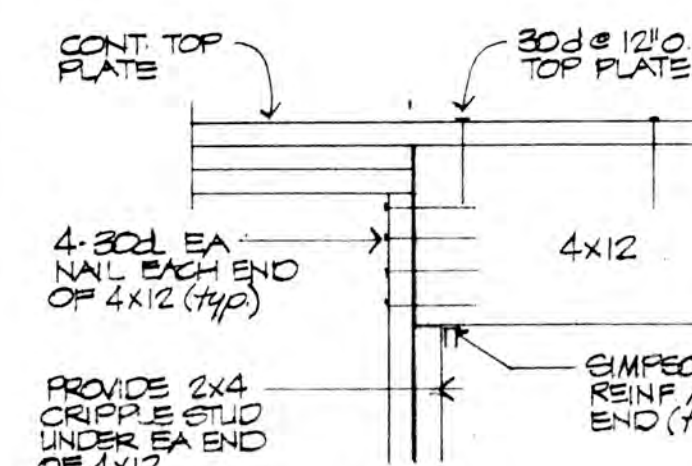
- GENERAL NOTES**
1. PROVIDE SPECIAL CARE IN HANDLING, ERECTING, FASTENING, BRACING & INSTALLING TRUSSES AT PROPER BEARING POINTS. PROVIDE TEMPORARY & PERMANENT BRACING FOR HOLDING COMPONENTS PLUMB. NO LOADS SHALL BE APPLIED TO THE COMPONENTS UNTIL AFTER ALL BRACING & FASTENING ARE COMPLETE.
 2. ATTACH INTERIOR PARTITIONS TO BOTTOM CHORD OF TRUSSES (1/2" MIN. CLEARANCE) W/ SWIMPEON STC CLIPS AT 24" O.C. TYP. SEE SHEET A11 FOR TYP DETAIL.
 3. ALL LUMBER CONTAINED IN THE TRUSSES SHALL BE NO. 1 OR BETTER, & SHALL HAVE A MAX. MOISTURE CONTENT OF 19%.
 4. THE ROOF TRUSSES SHALL BE DESIGNED FOR THE FOLLOWING LOADS:
- | | DEAD LOAD | LIVE LOAD | TOTAL LOAD |
|-----------------|------------|------------|------------|
| TOP CHORD | 10 LBS/4'± | 10 LBS/4'± | 20 LBS/4'± |
| BOTTOM CHORD | 7 LBS/4'± | 10 LBS/4'± | 17 LBS/4'± |
| TOTAL DEAD LOAD | 17 LBS/4'± | | |
5. ROOF FRAMING PLANS ARE SCHEMATIC IN NATURE. DO NOT ASSUME THE NUMBER OF TRUSSES SHOWN TO BE THE ACTUAL NUMBER OF TRUSSES REQUIRED.



UNIT A



UNIT B



ROOF FRAMING PLAN

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county of merced
dos palos
senior citizens project**

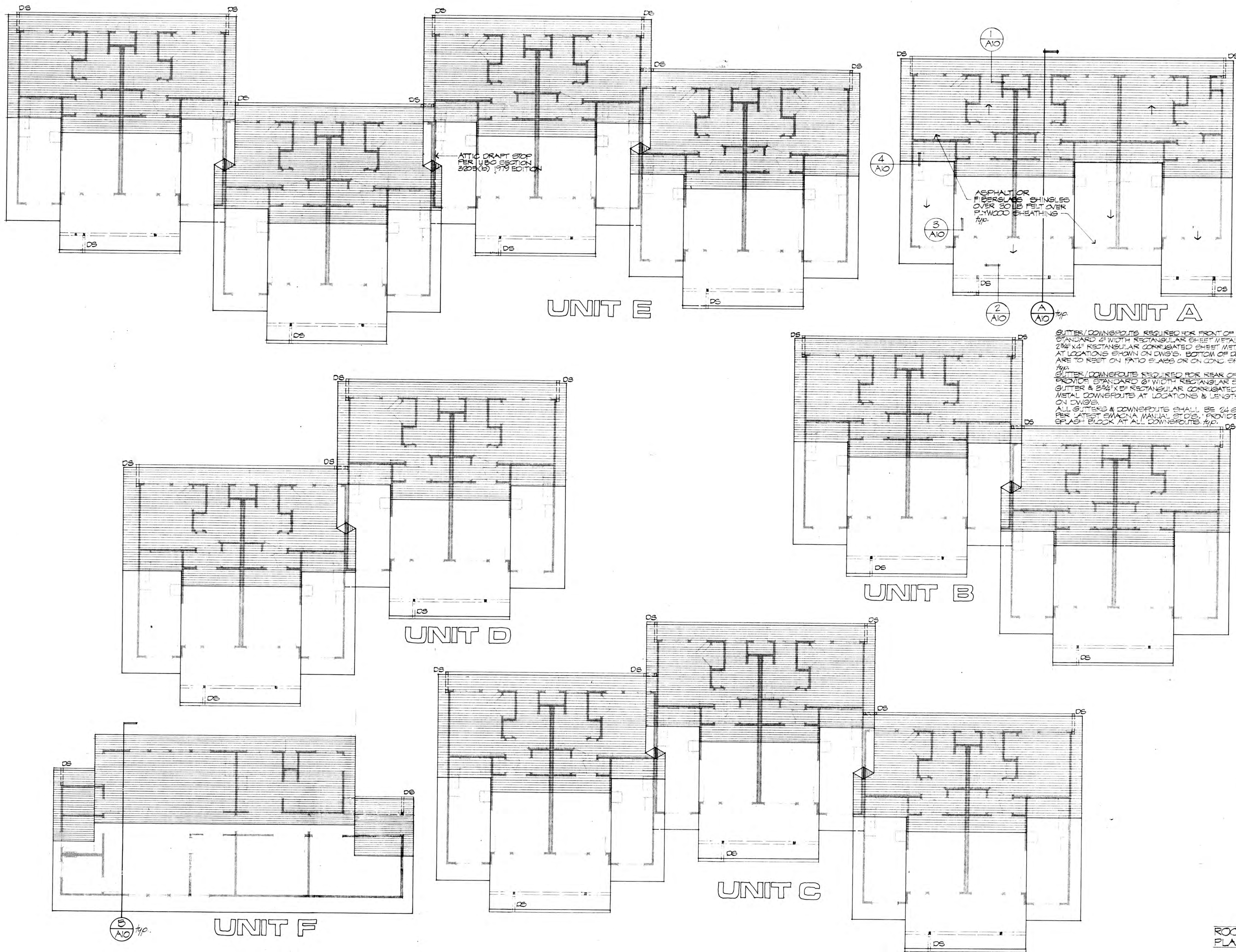
REGISTERED ARCHITECT
WILLIAM L. MENZIES, ARCHITECT
No. C-92562
Exp. 12/31/2003
STATE OF CALIFORNIA

FINA-APPROVAL

PROJECT REVIEW ADMINISTRATION
Reviewed by: [Signature]
Reviewed on: 7/16/83
Reviewed by: [Signature]
Reviewed on: 7/16/83

JOB NUMBER: 8104
DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9/16/83
SHEET NUMBER:

A8



ROOF
PLANS



APPROVAL

FOR THE ARCHITECT

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10/1/01 BY 60322 UCBAW/STP

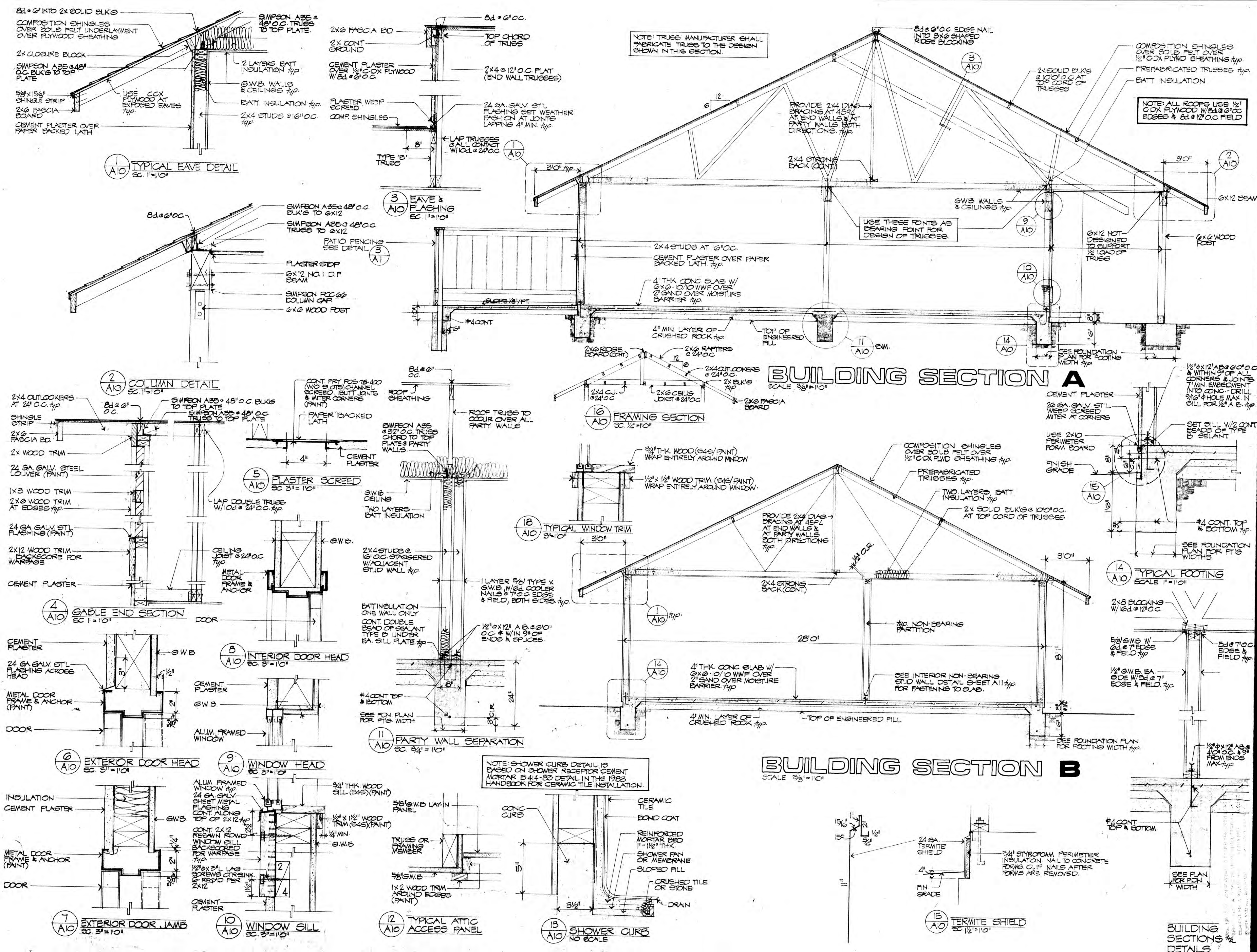
APPROVED: *[Signature]*
DATE: 9/16/83

FOR THE ARCHITECT

APPROVED: *[Signature]*
DATE: 9/16/83

JOB NUMBER: 8104
DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9/16/83

BUILDING SECTION



NOTE:

- THE INFORMATION CONTAINED IN THESE DRAWINGS WAS OBTAINED FROM SOURCES DEEMED RELIABLE. THE ACCURACY OF WHICH IS IN NO WAY GUARANTEED BY THE CONSULTING ENGINEER. THE CONTRACTOR SHALL VISIT THE SITE AND ALL OF ITS FACILITIES BEFORE SUBMITTING HIS BID AND SHALL INCLUDE CONTINGENCIES THEREIN FOR THINGS NOT SHOWN IN THESE DRAWINGS BUT REQUIRED TO MAKE THE PROJECT COMPLETE AND OPERATING.
- THE PLUMBING SITE PLAN IS DIAGRAMMATIC. CONTRACTOR SHALL VERIFY THAT FLOW LINES OF EXISTING SEWER MAINS AT NEW CONNECTION POINTS ARE LOW ENOUGH TO ACCOMMODATE MINIMUM SLOPE REQUIRED PER CODE OF NEW LINES. REFER TO TOPOGRAPHIC MAPS & GRADING PLANS ON PROJECT.
- PLUMBING CONTRACTOR SHALL MARK THE LOCATION OF ALL SEWER CLEANOUTS WITH PERMANENT, EASILY IDENTIFIABLE MARKERS, & LOCATE ALL CLEANOUTS ON THE AS-BUILT DRAWINGS WITH DIMENSIONAL TIES TO NEARBY PERMANENT OBJECTS. CONTRACTOR SHALL SHOW THE HOUSING AUTHORITY REPRESENTATIVE THE LOCATION OF ALL CLEANOUTS UPON COMPLETION OF THE PROJECT.
- CALCULATIONS FOR THE PLUMBING DESIGN OF THIS SYSTEM IS PREDICATED ON THE UNIFORM PLUMBING CODE AS FOLLOWS:
 - WATER SUPPLY DESIGN IS BASED ON APPENDIX "A" - TABLE A-2 AND CHARTS A-2, A-3 AND A-6. CHART A-6 IS BASED ON 5 P.S.I. FRICTION LOSS PER 100 FEET LENGTH OF PIPE. UTILITY MAIN DESIGN PRESSURE 45 P.S.I.G.
 - DRAINAGE SYSTEM DESIGN IS BASED ON TABLES 4-1 AND 4-3.
 - GAS DISTRIBUTION SYSTEM DESIGN IS BASED ON TABLE 12-2 WITH A

GAS DEMAND PER BUILDING:	
BUILDING	DEMAND (CFH)
a	330
b	440
c	660
d	440
e	880
f	192
TOTAL	2944 CFH

- REFER TO SPECIFICATIONS FOR UNDERGROUND PIPING MATERIAL REQUIREMENTS IN CORROSIVE SOIL CONDITIONS.
- COMPACTION FOR PIPE TRENCHES WITHIN THE BUILDING PAD SHALL BE TESTED BY AN APPROVED TESTING LAB (PAID FOR UNDER THIS CONTRACT). COMPACTION AT EACH BUILDING SHALL MEET THE REQUIREMENTS IN THE EARTHWORK SECTION OF THE SPECIFICATIONS, OR FILL ALL TRENCHES WITH CLEAN, DAMP SAND AND JET COMPACT WITH WATER TO THE SATISFACTION OF THE ARCHITECT.

EXISTING GAS MAIN
EXISTING 8" SANITARY SEWER
EXISTING 4" WATER

NEW SERVICE & METER (CITY OF DOS PALOS). CONTRACTOR TO ARRANGE FOR SERVICE & PAY ANY CHARGES FOR SERVICE, METER OR INSTALLATION. DOMESTIC DEMAND = 75 GPM.

POINT OF CONNECTION NEW 2" WATER SERVICE TO EXISTING 4" MAIN.

POINT OF CONNECTION NEW 6" SEWER TO EXISTING 8" APPROX. FLOW LINE = 103.31'

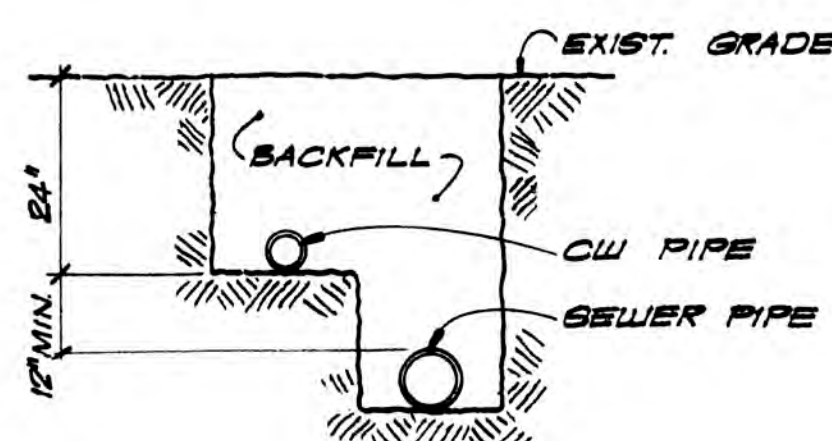
EXISTING SEWER LIFT STATION

EXISTING SEWER MANHOLE INV. EL. = 103.12'

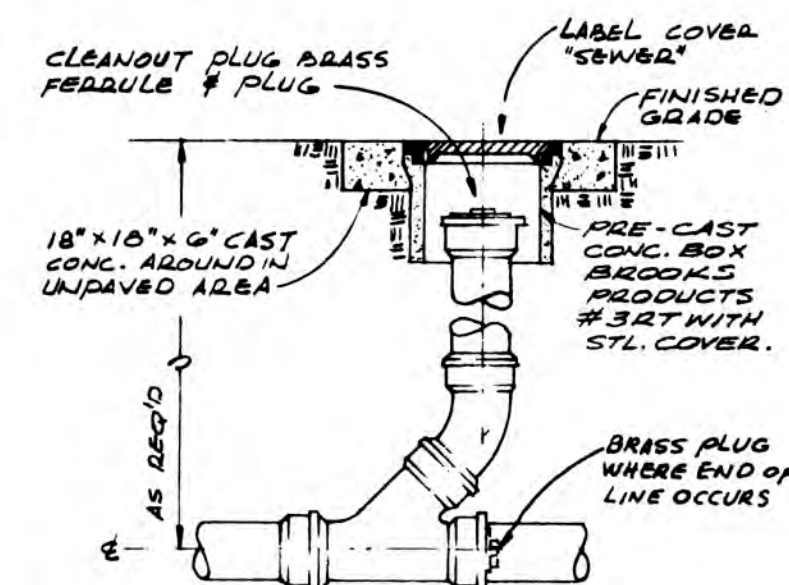
EXISTING GAS MAIN.

GAS SERVICE	
UTILITY :	P. G. & E. CO.
ADDRESS :	LOS BANOS OFFICE
	1028 6TH STREET
	LOS BANOS, CA 93635
CONTACT :	WES REED
PHONE :	(209) 826-5131

SEWER & WATER SERVICE	
UTILITY :	CITY OF DOS PALOS
ADDRESS :	PUBLIC WORKS DEPT.
	1546 GOLDEN GATE
	DOS PALOS, CA 93610
CONTACT :	STEVE HAMILTON
PHONE :	(209) 392-2174



DETAIL
NO SCALE



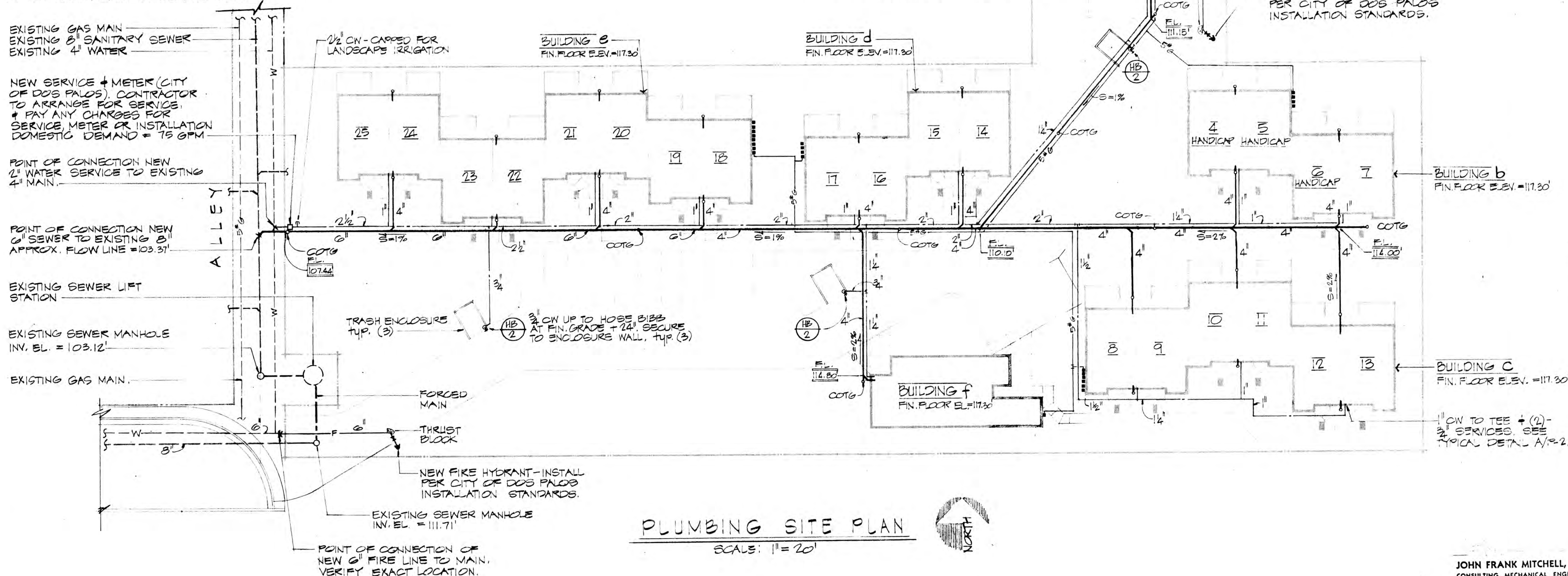
DETAIL
NO SCALE

GAS SERVICE PIPING BY P.G. & E. CO. CONFIRM ROUTING W/ P.G. & E.

TYPICAL GAS METER LOCATION (EACH LIVING UNIT METERED SEPARATELY). ALL MEDIUM PRESSURE SERVICE PIPING & METERS FURNISHED & INSTALLED BY P.G. & E. CO. PLUMBING CONTR. TO ARRANGE FOR SERVICE & PAY ANY CHARGES FOR SERVICE, METERS OR INSTALLATION. CONFIRM LOCATION OF METERS W/ P.G. & E. CO. BEFORE COMMENCING WORK.
DEMAND: EACH LIVING UNIT = 110 CFH
MULTI-PURPOSE = 124 CFH

PLUMBING LEGEND

SYMBOL	ITEM	ABBR.
---	SOIL, WASTE, OR DRAIN	S.W.D.
---	VENT	V
---	COLD WATER	CW
---	HOT WATER	HW
---	FLOW LINE ELEV.	---
---	FIRE SUPPLY WATER	---
---	CONDENSATE DRAIN	CD
---	GAS FUEL (LOW PRESS)	G
---	GAS FUEL (5 PSI)	---
---	SLOPE OF SOIL LINE	---
---	EXISTING PIPING	---
---	RAIN WATER LEADER	RWL
---	OVERFLOW	OFL
---	STORM DRAIN	SD
---	POINT OF CONNECTION	POC
---	CLEANOUT TO GRADE	COTG
---	CLEANOUT TO FLOOR	COTF
---	CLEANOUT TO WALL	COTW
---	SHUT-OFF VALVE	SOV
---	GATE VALVE	GV
---	CHECK VALVE	CV
---	UNION	---
---	TEE UP	---
---	TEE DOWN	---
---	ELBOW UP	---
---	ELBOW DOWN	---



PLUMBING SITE PLAN
SCALE: 1" = 20'

housing authority
county of merced
dos palos
senior citizens project



APPROVAL
FARMERS HOME ADMINISTRATION
All co-...
Reviewed this...
By: *[Signature]*
Arlene C. Haneler, F.H.A. Architect

JOB NUMBER: 8104
DRAWN BY: KEN
DATE: JULY 28, 1983
REVISIONS:
9/16/83

SHEET NUMBER:

P1

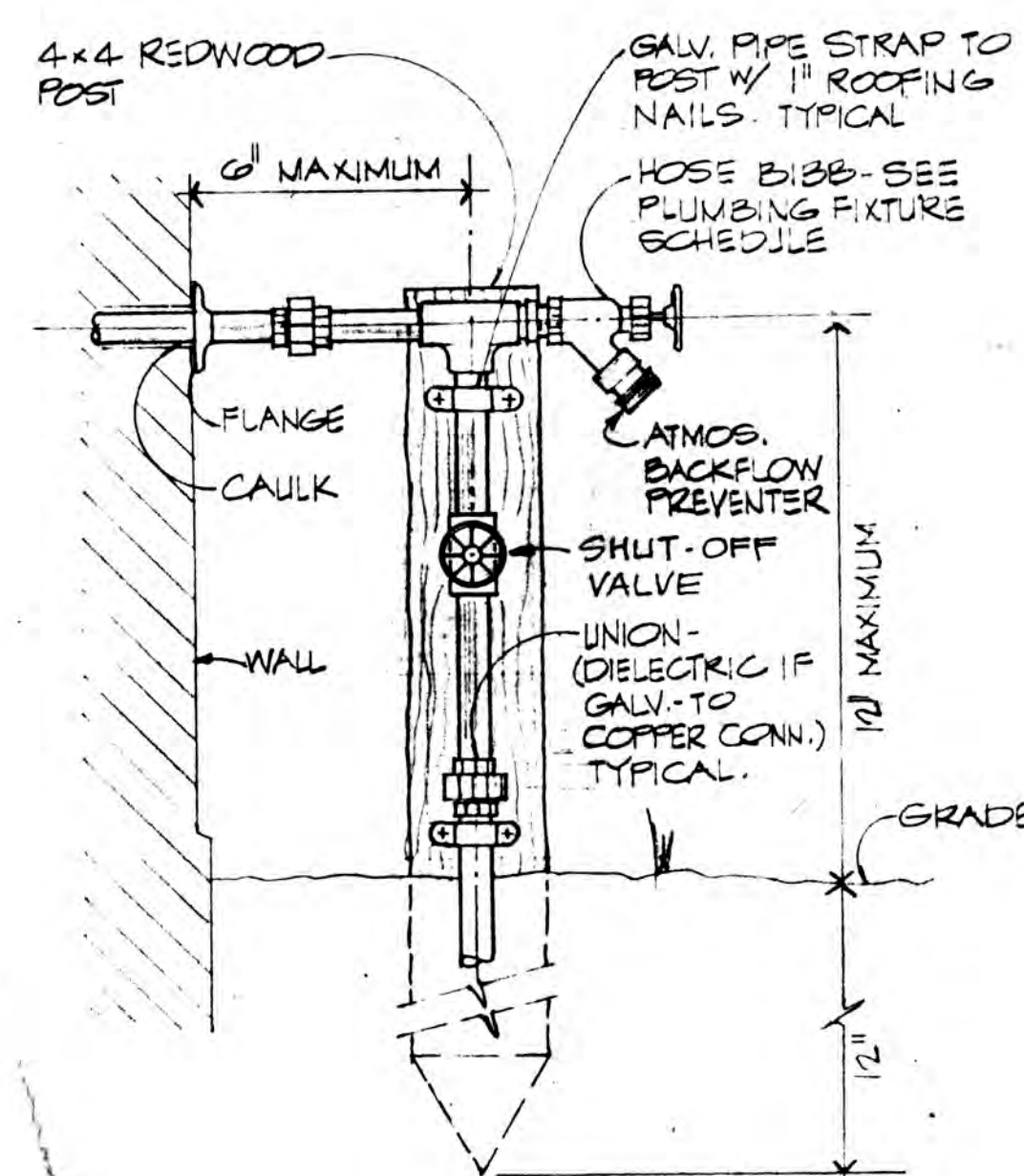
JOHN FRANK MITCHELL, INC.
CONSULTING MECHANICAL ENGINEERS
PHONE 464 WEST JENNIFER, SUITE 107
FRESNO, CALIFORNIA 93711
83-05

1. PLUMBING PLANS AS SHOWN ON THIS SHEET ARE SIMILAR FOR LIVING UNITS WHICH ARE OPPOSITE HAND IN PLAN, EXCEPT FOR LOCATION OF CONNECTIONS AT FIXTURES, ETC. SEE ARCHITECTURAL DRAWINGS FOR PLAN SHOWING VARYING ARRANGEMENTS OF LIVING UNITS.
2. FLOW DIRECTION OF MAIN SOIL LINES UNDER UNITS VARIES, DEPENDING ON HAND OF UNITS OR ORIENTATION OF UNITS ON THE SITE. SEE PLUMBING SITE PLAN- SHEET P1 FOR FLOW DIRECTIONS OF LINES.
3. PLUMBING CONTRACTOR SHALL COORDINATE INSTALLATION OF ALL PIPING VENTS, ETC. WITH INSTALLATION OF EQUIPMENT, DUCTS, ETC. BY AIR CONDITIONING CONTRACTOR.
4. ALL PLUMBING VENTS THRU ROOF (VTR) SHALL BE LOCATED ON THE SAME SIDE OF THE ROOF RIDGE AS THE HEATING-COOLING UNITS & 10 FEET MINIMUM FROM ALL OUTSIDE AIR INTAKES.
5. GAS PIPING TO LIVING UNITS SHALL BE SIZED PER THE "GAS PIPING SIZE SCHEDULE" BELOW. FOR GAS PIPING SIZES AT MULTI-PURPOSE BUILDING "4", SEE PLAN ON THIS SHEET.

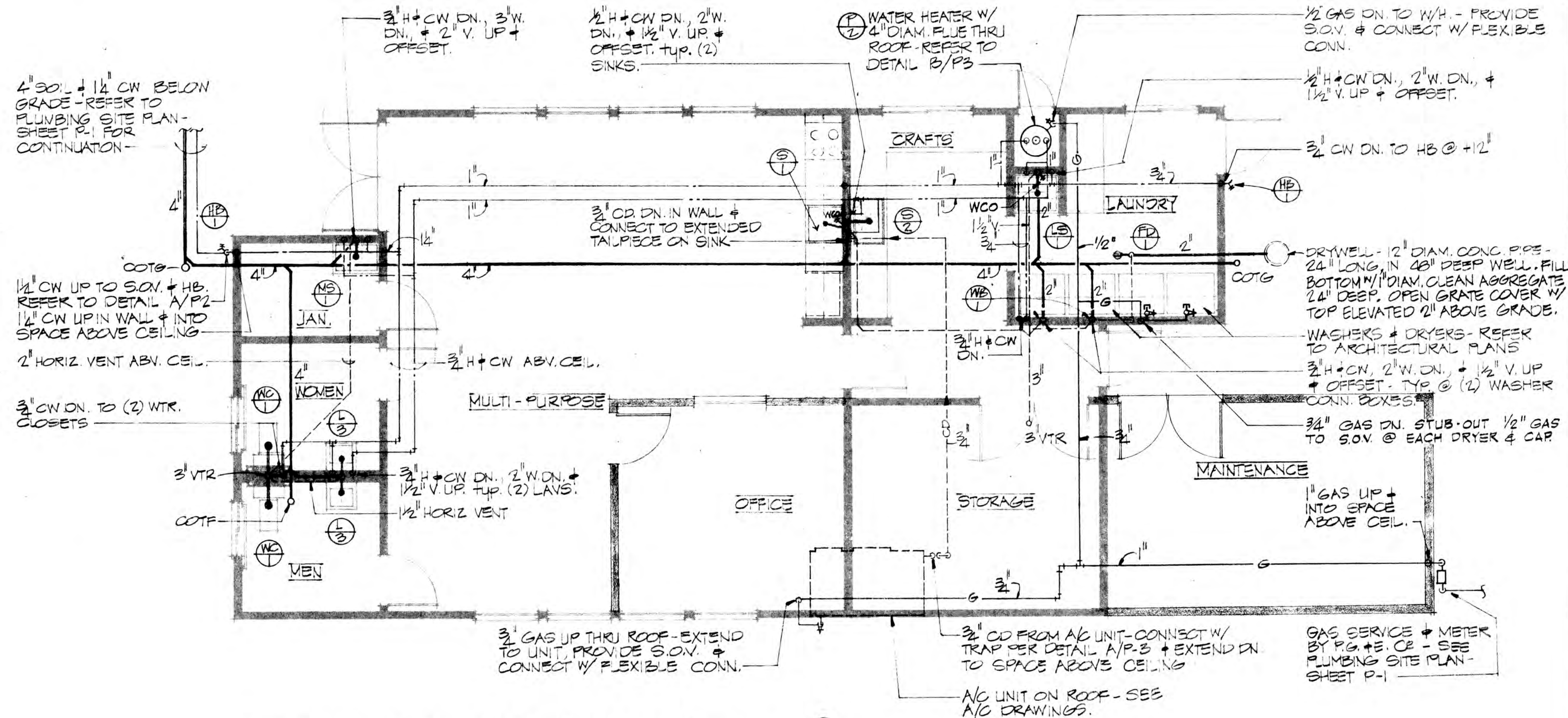
GAS PIPING SIZE * SCHEDULE				
MAXIMUM PIPING LENGTH **	MAIN LINE (FROM METER) (110 CFH)	BRANCH TO WATER HTK. (30 CFH)	BRANCH TO GAS RANGE (40 CFH)	BRANCH TO A/C FURNACE (40 CFH)
70 FEET or LESS	3"	1/2"	1/2"	1/2"
71 FEET to 100 FEET	1"	1/2"	3/4"	3/4"

* I.P.S. FOR LOW PRESSURE NATURAL GAS (6"-8" WATER COLUMN)
DOWNSTREAM FROM METER + PRESSURE REGULATOR.

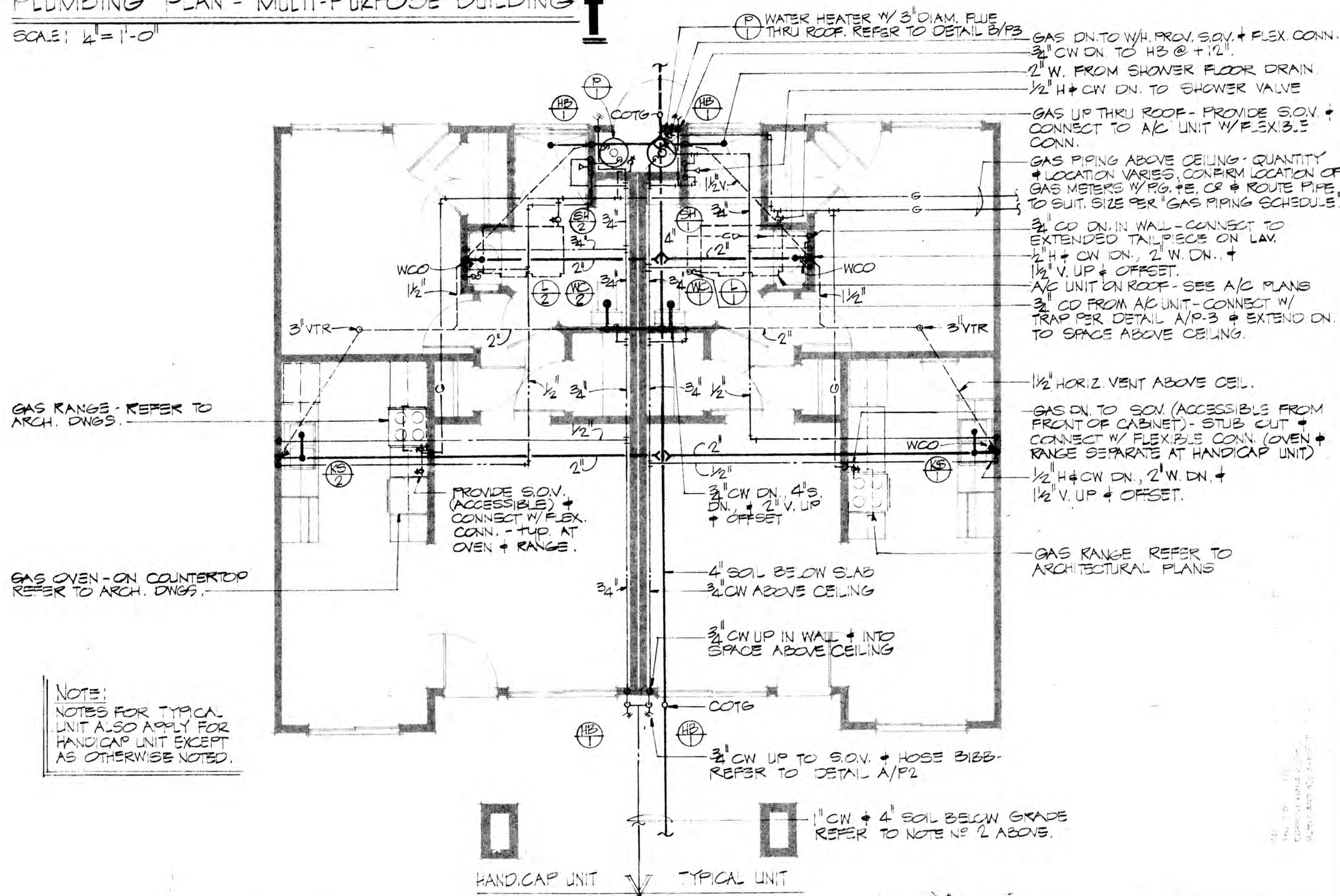
** LENGTH OF GAS LINE FROM GAS METER LOCATION TO MOST
REMOTE OUTLET (APPLIANCE) IN SYSTEM.



TYPICAL WATER SERVICE RISER
DETAIL
NO SCALE



PLUMBING PLAN - MULTI-PURPOSE BUILDING



PLUMBING PLAN - LIVING UNITS
SCALE: 1/4" = 1'-0"

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875-3399 FRESNO, CALIFORNIA 93711
83-05

housing authority
county of merced
dos palos
senior citizens project

REGISTERED ARCHITECT
STEPHEN BYRON MORGAN
No. C 9263
Signature
July 28 1983
Date
STATE OF CALIFORNIA

[illegible]

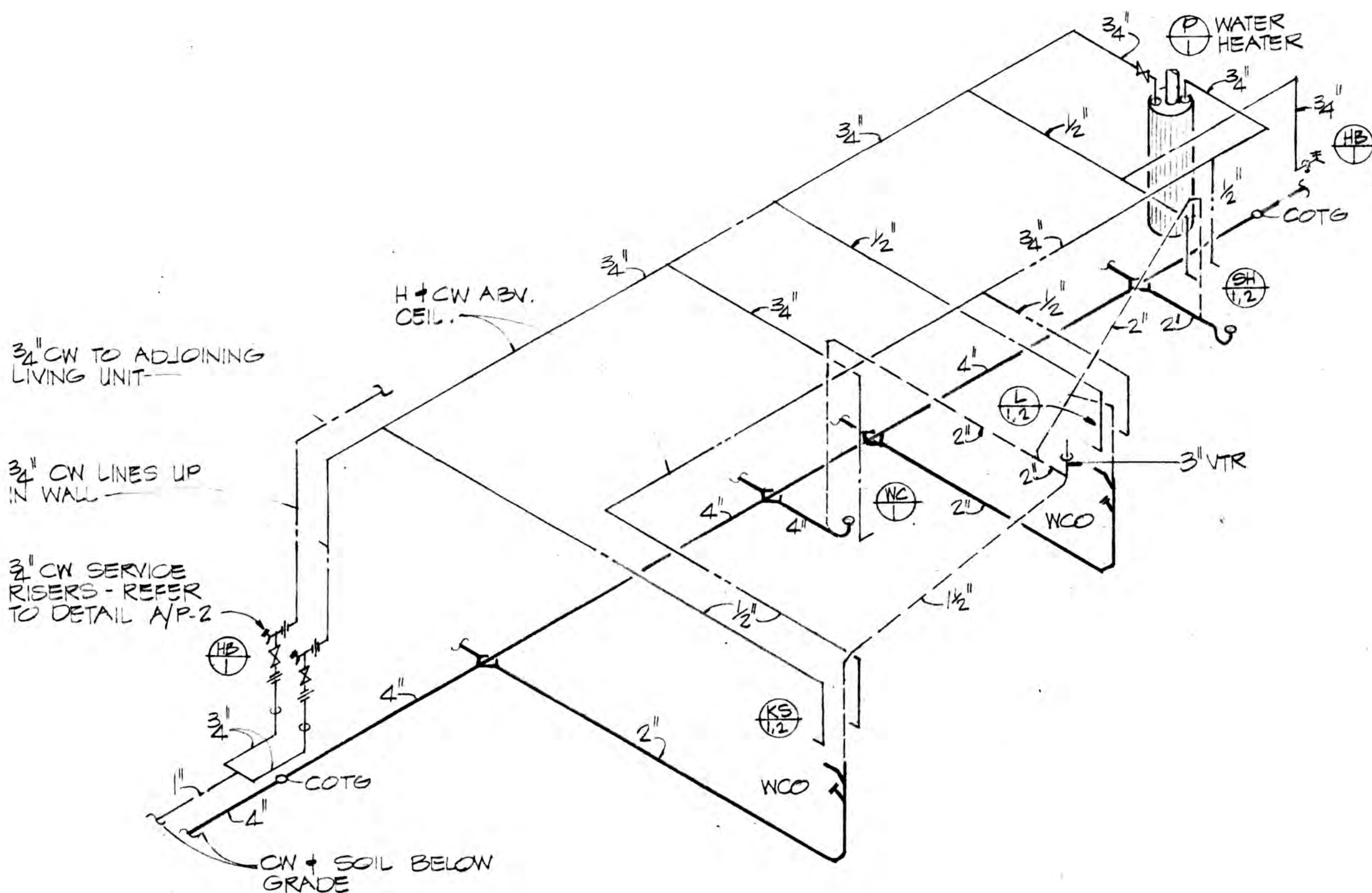
JOB NUMBER: 8104
DRAWN BY: KEN
DATE: JULY 28, 1983
REVISIONS:
9.16.83

SHEET NUMBER:

P2

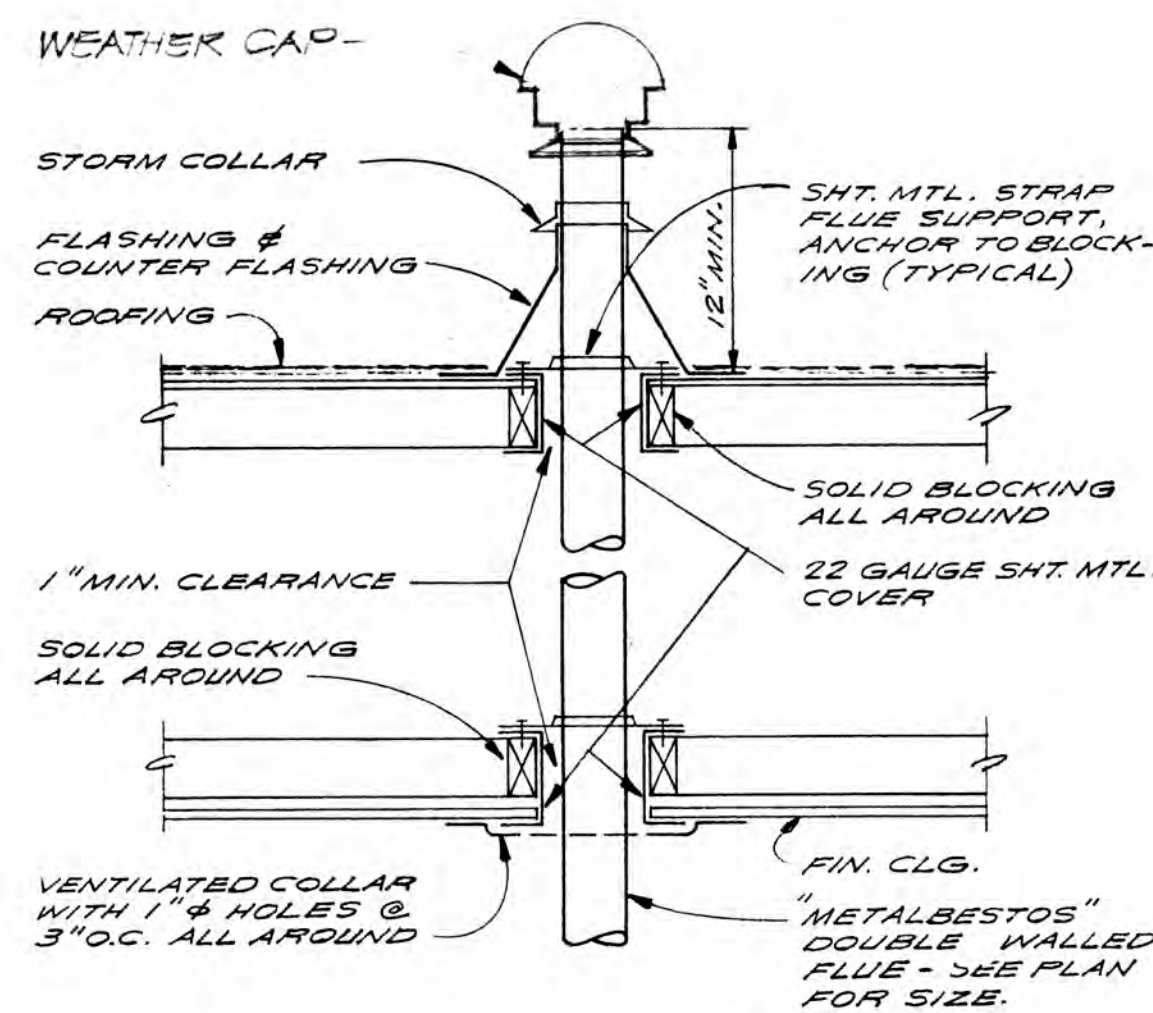
100

EQUIPMENT SCHEDULE					
MARK	ITEM	ELECTRICAL			OPER. WT.
		HP	VOLT	Φ	
(P)	WATER HEATER	-	-	-	375*
(P)	WATER HEATER	-	-	-	550*

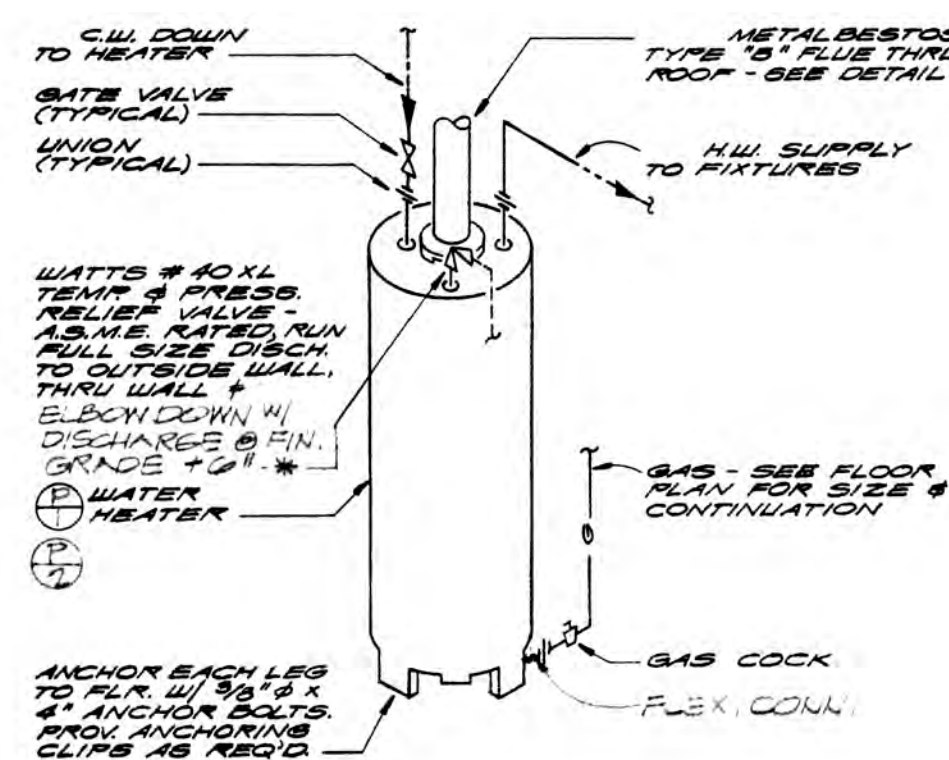


WATER & WASTE PIPING ISOMETRIC-TYPICAL LIVING UNIT

DETAIL D
 DIAGRAMMATIC P3
 REFER TO PLUMBING NOTES ON SHEET P2

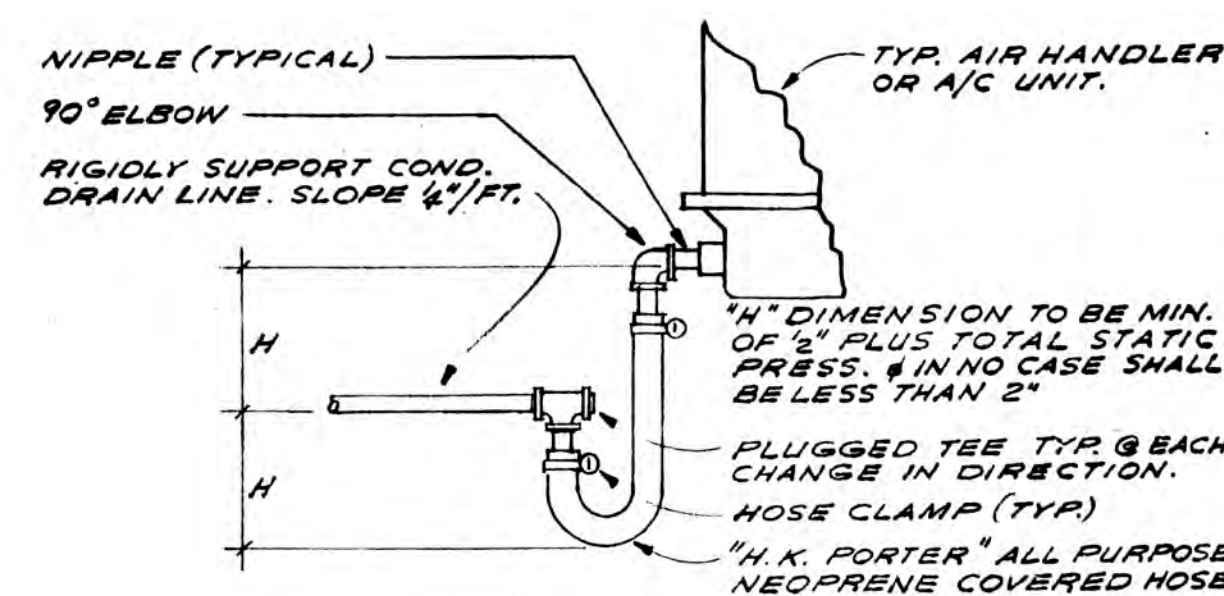


DETAIL C
 NO SCALE P3



DETAIL B
 DIAGRAMMATIC P3

* FOR CONDITIONS WHERE RELIEF VALVE DISCHARGE CANNOT BE EXTENDED TO EXTERIOR WALL WITH CONTINUOUS SLOPE RUNNY FROM RELIEF VALVE, EXTEND FULL SIZE DISCHARGE UP THRU ROOF. CONNECT TO SIZED LINE TO THE BOTTOM OF ROOF AND EXTEND TO NEAREST DRAIN, SINK, OR AS INDICATED ON PLAN.



DETAIL A
 NO SCALE P3

TYP. CONDENSATE DRAIN CONNECTION
 ALL VENTING IF REQUIRED BY CODE MUST BE DONE DOWN-STREAM FROM TRAP.

FIXTURE SCHEDULE					
MARK	FIXTURE	CONNECTIONS			DESCRIPTION
		CW	HW	SOIL VENT	
(WC)	WATER CLOSET	3/4"	-	4"	AMERICAN STANDARD "ELONGATED WATER-SAVER CADET" MODEL 2109.405; BENSEKE N° 520 SEAT WHITE; SPEEDWAY N° STR-1712 DL SUPPLY & STOP.
(L)	LAVATORY	1/2"	1/2"	2"	ONE-PIECE SINK & COUNTER ASSEMBLY FURNISHED & INSTALLED BY GENL. CONTRACTOR. PLUMBING CONTR. TO FURNISH & INSTALL MOEN N° 4696 LEVER-HANDLE FAUCET W/ POP-UP DRAIN & ROD, 17 GA. CHROME PLATED P-TRAP & (2) SPEEDWAY N° STR-1713A SUPPLIES & STOPS.
(L)	LAVATORY (HANDICAP)	1/2"	1/2"	2"	SAME AS MARK L/1 ABOVE EXCEPT PROVIDE OFF-SETTING TAILPIECE FOR MIN. 29" WHEELCHAIR CLEARANCE UNDER LAV. ISOLATE ALL PIPING EXPOSED BEL. LAV FOR ANTI-SCALD PURPOSES.
(L)	LAVATORY (HANDICAP)	1/2"	1/2"	2"	AMERICAN STANDARD "LUCERNE" MODEL 0355.012, 20"x18", 4" CENTERS, N° 2412.013 GRID DRAIN, MOEN N° 4450 FAUCET W/O ROD & WASTE; PROVIDE 17 GA. CHROME PLATED P-TRAP W/ CLEANOUT & ESCUTCHEON; ZURN N° Z-1231 CARRIER; (2) SPEEDWAY N° STR-1713A SUPPLIES & STOPS. ISOLATE ALL EXPOSED PIPING UNDER SINK FOR ANTI-SCALD PURPOSES.
(SH)	SHOWER	1/2"	1/2"	2"	POWERS-FIAT "CASCADE" MODEL 3602ST, 36"x36" MOLDED STONE SHOWER PAN W/ 1/2" STAINLESS STEEL DRAIN & STRAINER. WHITE DRIPT FINISH; MOEN "MOENTROL" MODEL 3174-APRESS-URE BALANCING VALVE W/ #1136 TEMP. LIMIT STOP SET 115°F, W/ SHOWER HEAD, ARM & FLANGE. SHOWER ENCLOSURE BY GENL. CONTRACTOR.
(SH)	SHOWER (HANDICAP)	1/2"	1/2"	2"	RECESSED TILE FLOOR, SHOWER ENCLOSURE, GRAB BARS & SEAT FURNISHED & INSTALLED BY GENL. CONTR. PLUMBING CONTR. TO FURNISH & INSTALL POWERS "HYDROGUARD" N° 425-0059 SHOWER CONTROL W/ N° 415 LEVER HANDLE VALVE, TYPE 59 DETACHABLE SHOWER HEAD ASSY. W/ VACUUM BREAKER; ZURN N° ZN-415, 2" FLOOR DRAIN W/ 5" DIAM. POLISHED NICKEL-BRONZE STRAINER.
(KS)	KITCHEN SINK	1/2"	1/2"	2"	AMERICAN STANDARD "CUSTOM-LINE" N° 7018.021, 32"x21" DOUBLE COMPARTMENT, ENAMELED CAST IRON, (2) N° 4331.013 CRUMB CUP STRAINERS, N° 4160.074 FAUCET, STAINLESS STEEL RIN; PROVIDE 17 GA. CHROME PLATED P-TRAP W/ CLEANOUT & ESCUTCHEON; (2) SPEEDWAY N° STR-1713A SUPPLIES & STOPS.
(KS)	KITCHEN SINK (HANDICAP)	1/2"	1/2"	2"	SAME AS KS/1 ABOVE EXCEPT W/ #4200.010 SINGLE LEVER FAUCET & OFF-SETTING TAILPIECES FOR 29" MIN WHEELCHAIR CLEARANCE UNDER SINK. ISOLATE ALL EXPOSED PIPING UNDER SINK FOR ANTI-SCALD PURPOSES.
(S)	SINK	1/2"	1/2"	2"	ZEGLER-HARRIS MODEL H-1821S-ZLT, SINGLE BOWL, 18"x20"x8", 18 GA. SS, SELF-RIMMING; (1) AMERICAN STANDARD N° 4331.013 STRAINER, N° 4200.010 FAUCET, PROVIDE 17 GA. CHROME PLATED P-TRAP W/ CLEANOUT & ESCUTCHEON; (2) SPEEDWAY N° STR-1713A SUPPLIES & STOPS.
(S)	CRAFTS SINK	1/2"	1/2"	2"	SAME AS S/1 ABOVE EXCEPT 4" CENTERS FOR MOEN N° 4301 FAUCET W/ LEVER HANDLE & GOOSENECK SPUT, & ZURN N° Z-1180 SOLUS INTERCEPTOR IN LIEU OF P-TRAP.
(MS)	MOP SINK	3/4"	3/4"	3"	POWERS-FIAT MODEL MSB-3624, 36"x24"x10" DEEP, MOLDED STONE BASIN, N° 830-AA WALL MOUNTED FAUCET W/ VAC. BREAKER & STOPS, N° 832-AA HOSE & HOSE BRACKET, N° E-77-AA GUARD, N° 1453-DB STRAINER, & N° 889-CO MOP HANGER.
(LS)	LAUNDRY SINK	3/4"	3/4"	2"	AMERICAN STANDARD "LEDGEMONT" MODEL 7601.016, 24"x23", ENAM. CAST IRON, N° 4160.074 FAUCET; STAINLESS STEEL HOSE RING. PROVIDE STOPPER DRAIN W/ 1/2"x4" - 17 GA. CHROME PLATED TAILPIECE & P-TRAP W/ CLEANOUT & ESCUTCHEON.
(WB)	CLOTHES WASHER CONNECTION BOX	1/2"	1/2"	2"	"SPECIALTY PRODUCTS" # WM08-BD RECESSED, ALL-PLASTIC BOX W/ TOP SUPPLY (1/2" H & CW) & BOTTOM DRAIN (2"). UNIT W/ (2) 1/2" BRASS VALVES W/ HOSE THREAD & COMBINATION MPT SWEAT CONNECTION. CONTRACTOR TO FURNISH 2" CHROME PLATED NIPPLE W/ DRAIN PIPE & P-TRAP. WHITE ENAMEL FINISH. INSTALL @ FIN. FLOOR & 36" TO BOTTOM.
(FD)	FLOOR DRAIN	-	-	2"	ZURN "TRIUMPH" MODEL ZN-415, 5" DIAM. TYPE "B" STRAINER, NICKEL-BRONZE.
(HB)	HOSE BIBB	3/4"	-	-	CALCO MODEL 102 LK, INVERTED NOSE, LOOSE KEY, 3/4"x3/4" HOSE THREAD, ROUGH BRASS; WATTS N° 8A ATMOSPHERIC TYPE BACKFLOW PREVENTER. INSTALL AT FIN. GRADE +12".
(HB)	HOSE BIBB	3/4"	-	-	CALCO MODEL 100 LK, BENT NOSE, LOOSE KEY, 3/4"x3/4" HOSE THREAD, ROUGH BRASS; WATTS N° 8A ATMOSPHERIC TYPE BACKFLOW PREVENTER.
(WC)	HANDICAP WATER CLOSET	3/4"	-	2"	AMERICAN STANDARD "ELONGATED WATER-SAVER CADET" MODEL 2108.408, 18" HIGH BOWL; BENSEKE N° 520 SEAT WHITE; SPEEDWAY N° STR-1712 DL SUPPLY & STOP.

morgan architects
 2750 NORTH G STREET, SUITE 110
 MERCED, CALIFORNIA 95340
 (209) 383-3060

**housing authority
 county of merced
 dos palos
 senior citizens project**

REGISTERED ARCHITECT
 KENNETH BYRON MITCHELL
 No. C-9262
 July 28, 1983
 State of California

APPROVAL

FOR THE ARCHITECT: [Signature]
 FOR THE ENGINEER: [Signature]
 FOR THE CONTRACTOR: [Signature]

JOB NUMBER: 8104
 DRAWN BY: KEN
 DATE: JULY 28, 1983
 REVISIONS:
 9/16/83

SHEET NUMBER:

P3

JOHN FRANK MITCHELL, INC.
 CONSULTING MECHANICAL ENGINEERS
 PHONE 4644 WEST JENNIFER, SUITE 107
 975-3399 FRESNO, CALIFORNIA 93711
 85-83

AIR CONDITIONING LEGEND

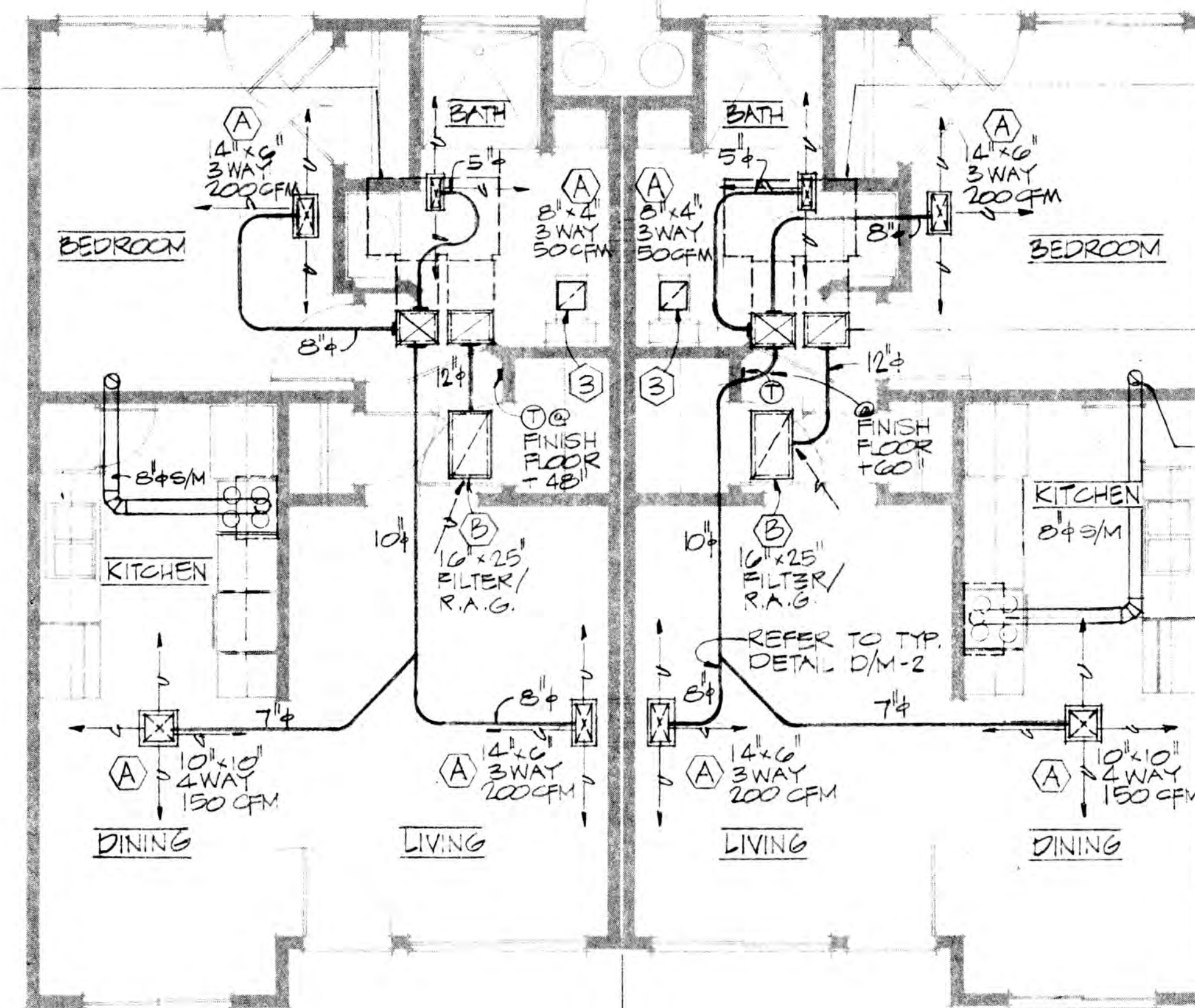
SYMBOL	ITEM	ABBR.
	DUCT	-
	DUCT WITH ACOUSTICAL LINING	-
	SUPPLY AIR DUCT DROP	-
	RETURN AIR DUCT DROP	-
	SUPPLY AIR DUCT RISE	-
	RETURN AIR DUCT RISE	-
	TURNING VANES	-
	EXTRACTOR	-
	VOLUME CONTROL DAMPER	V.C.D.
	FIRE DAMPER WITH ACCESS PANEL	F.D.
	THERMOSTAT 01 + 5'0"	-
	PRESSURE RELIEF VALVE	PRV.
	DIRECTION OF FLOW	-
	SUPPLY AIR	(S)
	RETURN AIR	(R)
	EXHAUST AIR	(E)
	OUTSIDE AIR	OSA

NOTES:

1. THE AIR CONDITIONING PLANS ON THIS SHEET ARE SIMILAR FOR LIVING UNITS WHICH ARE OPPOSITE HAND IN PLAN. HAND OF EQUIPMENT CONNECTIONS MAY VARY. SEE ARCHITECTURAL SITE PLAN FOR QUANTITY, HAND & ORIENTATION OF LIVING UNITS IN THIS PROJECT.
2. A/C CONTRACTOR SHALL COORDINATE DUCT & GRILLE INSTALLATION WITH TRUSS & ROOF FRAME INSTALLER. NO EXTRAS WILL BE ALLOWED DUE TO LACK OF COORDINATION W/ TRUSS INSTALLER.
3. ALL RANGE HOODS & CEILING EXHAUST FANS TO DISCHARGE TO BROWN MODEL 634 ROOF CAPS, LOCATED ON SAME SIDE OF ROOF AS HEATING-COOLING UNITS & 10 FEET MINIMUM FROM ALL OUTSIDE AIR INTAKES.

① HEATING-COOLING UNIT ON ROOF - REFER TO DETAIL C/M-2.

NOTE:
NOTES FOR TYPICAL UNIT ALSO APPLY FOR HANDICAP UNIT EXCEPT AS OTHERWISE NOTED.



HANDICAP UNIT TYPICAL UNIT

AIR CONDITIONING PLAN - LIVING UNITS

SCALE: 1/4" = 1'-0"

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873-3309

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2750 NORTH G STREET, SUITE M
MERCED, CALIFORNIA 95340
(209) 383-3060

housing authority
county of merced
dos palos
senior citizens project

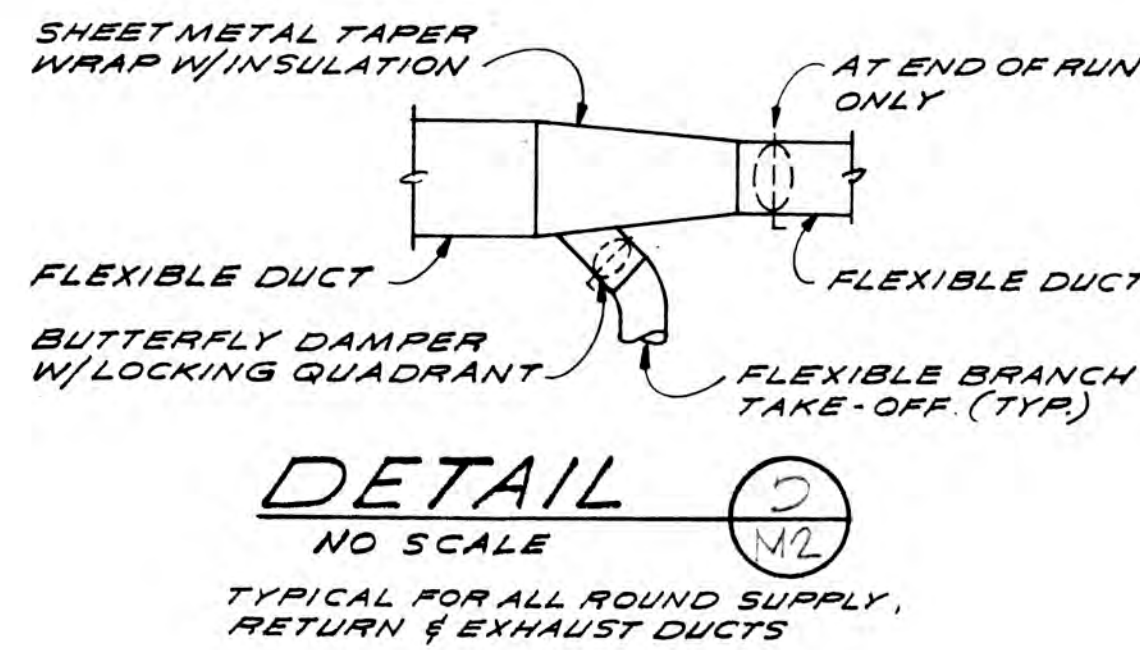


APPROVAL
I, the undersigned, being a duly licensed and registered architect, do hereby certify that the above is a true and correct copy of the original as submitted to me for my approval and that I am a duly licensed and registered architect in the State of California.
Signature of Architect
John Frank Mitchell, Inc.
Architect
1083

JOB NUMBER: 8104
DRAWN BY: KEM
DATE: JULY 28, 1983
REVISIONS:
9-16-83

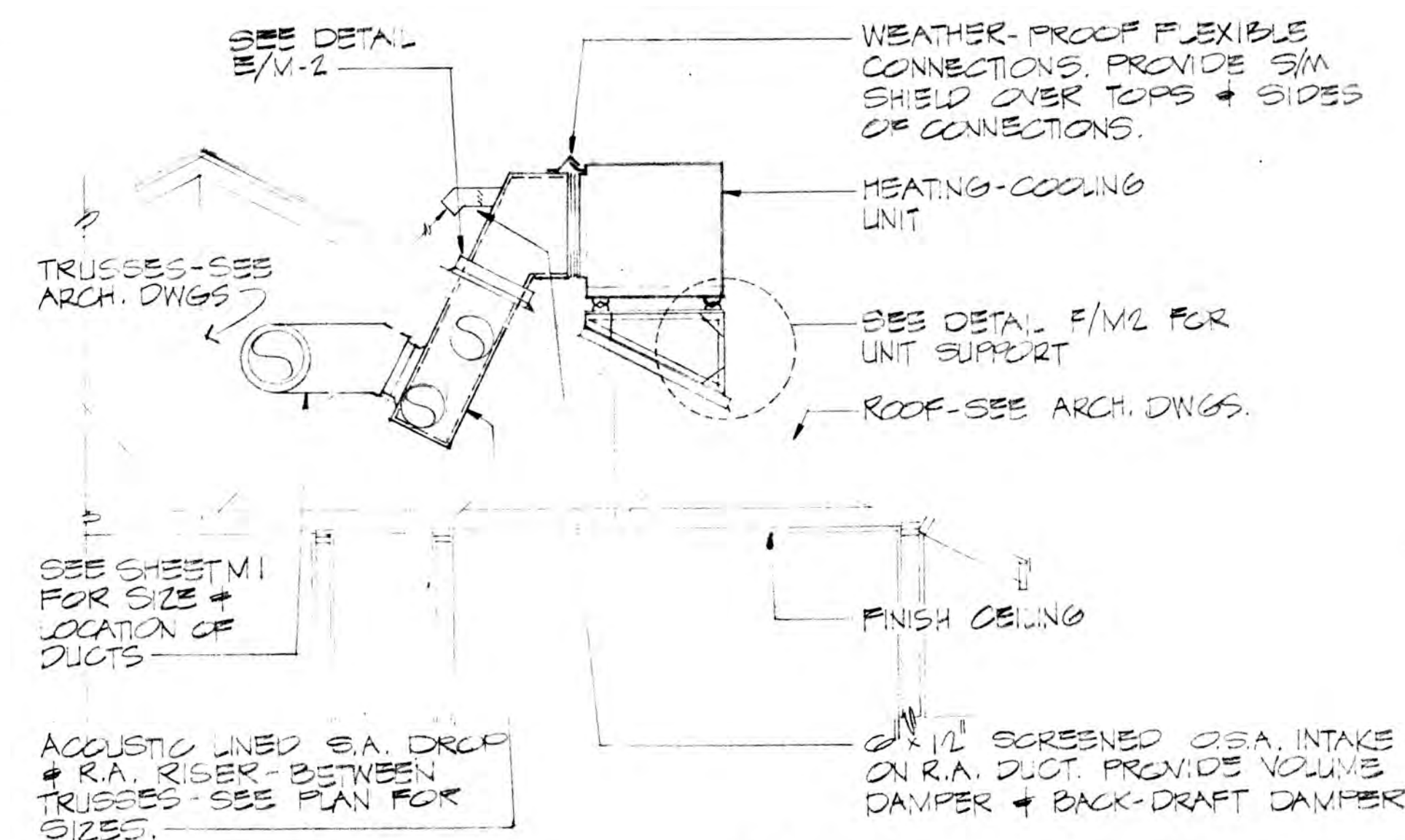
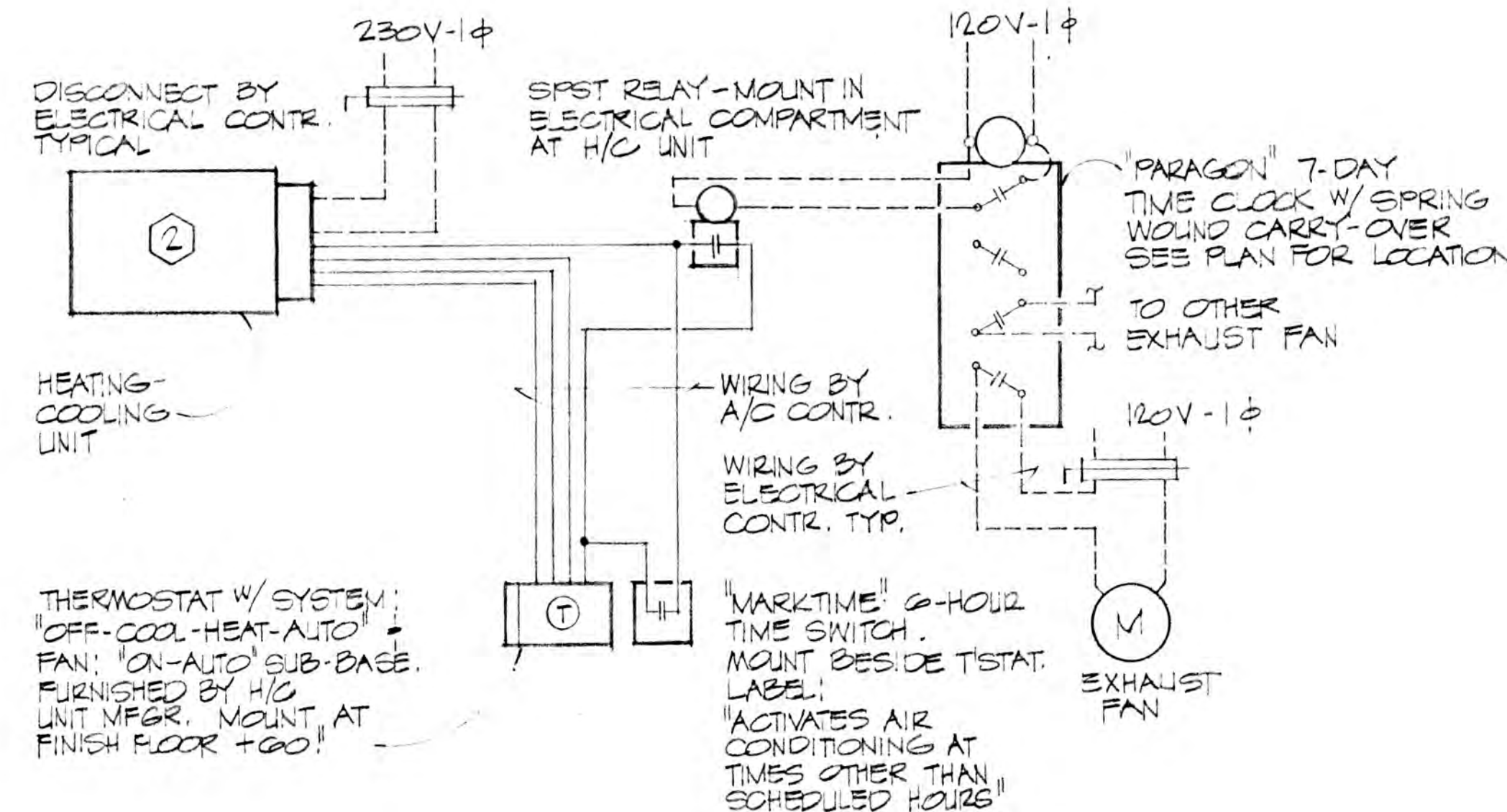
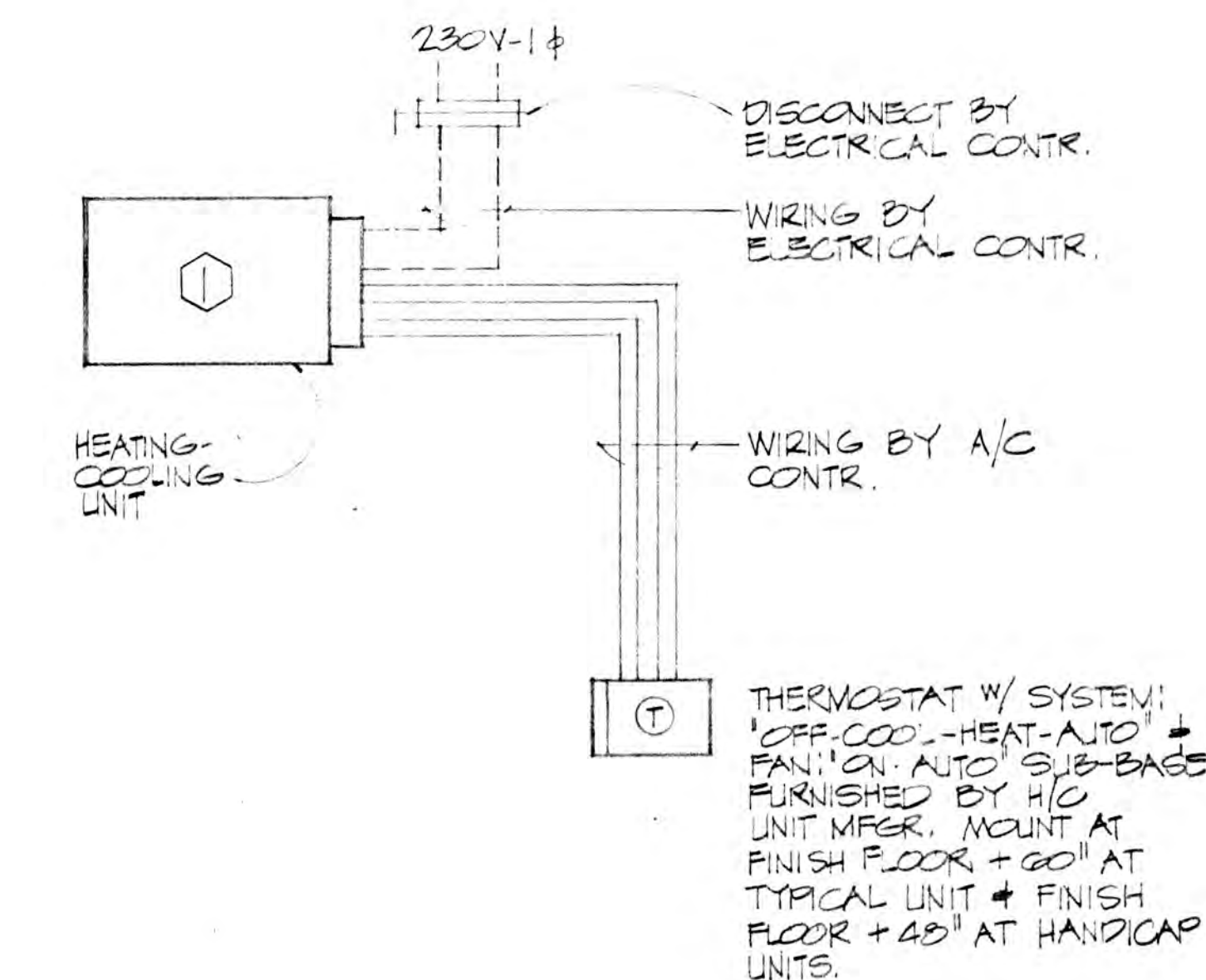
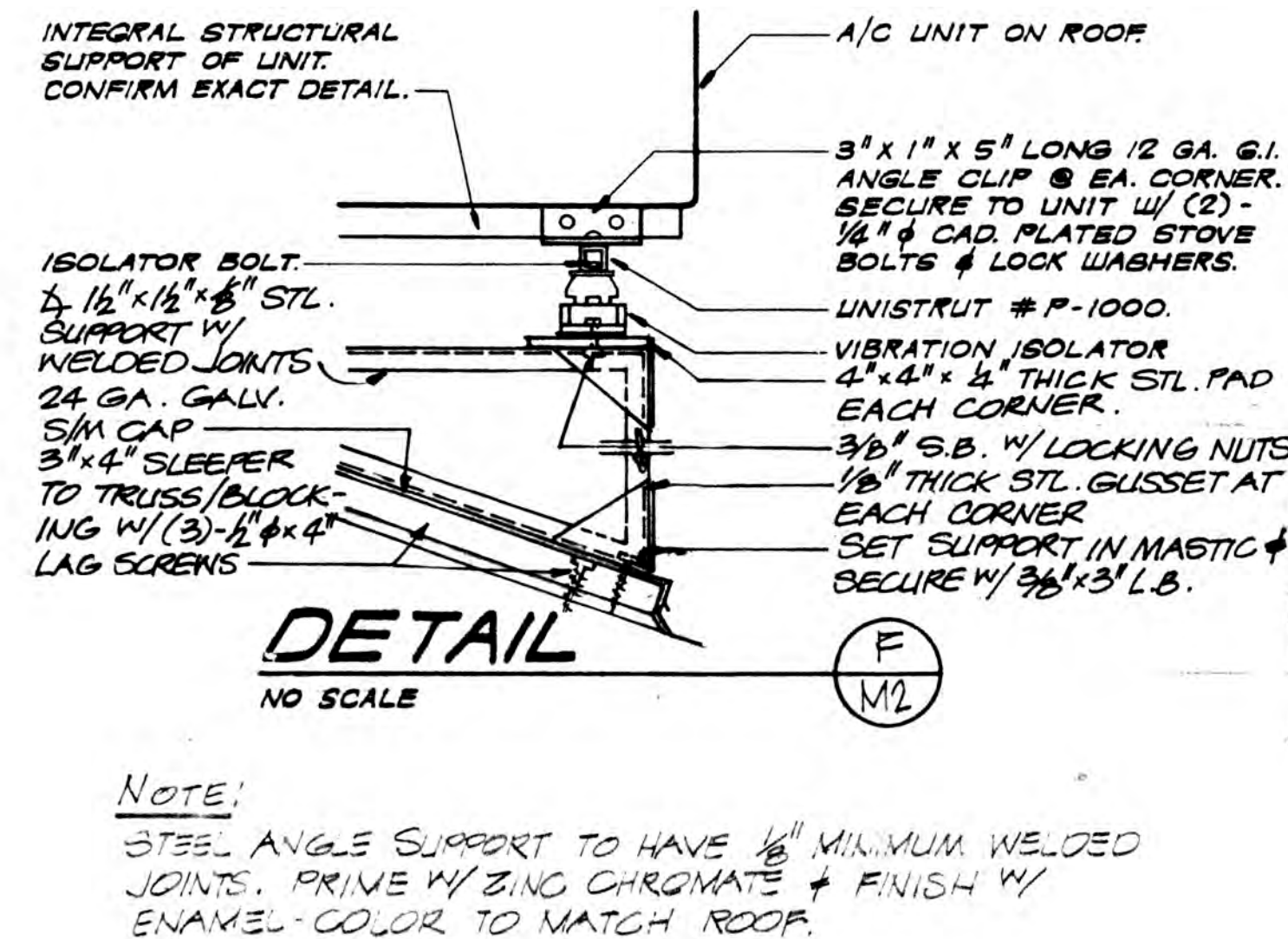
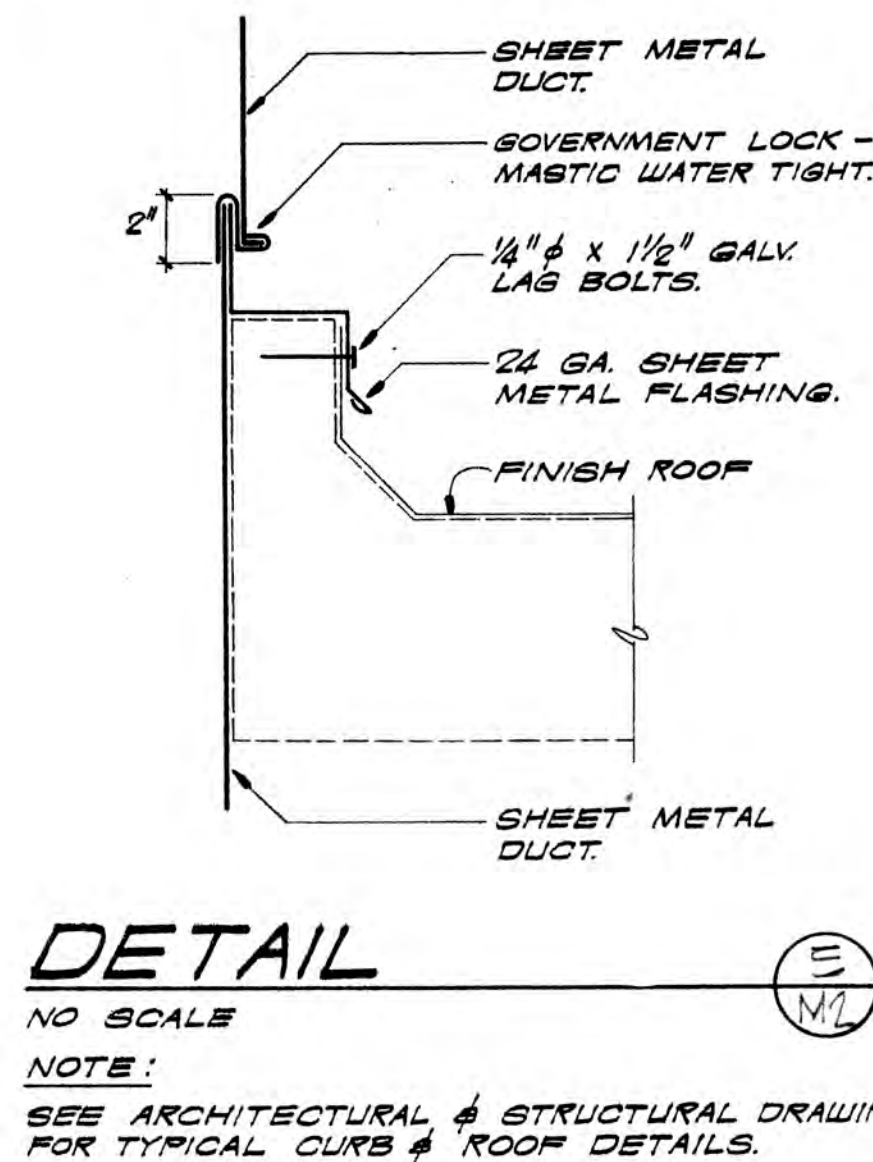
SHEET NUMBER:

M1



MARK	DUTY	MFR. MODEL	DESCRIPTION
(A)	CEILING SUPPLY	AIRVATE SERIES 400	ADJUSTABLE CURVED BLADES, SCREW DRIVER OPERATED Q.B.D., WHITE FINISH.
(B)	CEILING RETURN W/ FILTER	AIRVATE MODEL 1800F	STAMPED METAL W/ FIXED FINS, HINGED FRAME & 1" THICK THROW-AWAY FILTER, WHITE FINISH.
(C)	CEILING RETURN	AIRVATE MODEL 1800B	STAMPED METAL W/ FIXED FINS, SCREW DRIVER OPERATED Q.B.D., WHITE FINISH.

MARK	ITEM	ELECTRICAL			DESCRIPTION	OVER. WT.
		H.P.	VOLT	Φ		
(1)	HEATING-COOLING UNIT	1/2	230	1	DAY & NIGHT "DUOPAC" UNIT MODEL 5850J018050 600 CFM @ 0.4" S.P., 1050 R.P.M., 1/2 HP MOTOR - DIRECT DRIVE, 14,800 BTUH TOTAL + 14,800 BTUH SENSIBLE COOLING CAPACITY @ 80° B.A.B., 63° B.A.W.B. + 105° AMBIENT, 40,000 BTUH HEATING INPUT CAPACITY - NATURAL GAS, COMPLETE W/ 5 YEAR COMPRESSOR & HEAT EXCHANGER WARRANTY, 5.50TIC SPARK IGNITION, ORANKCASE HEATER, HI & LO PRESSURE CONTROLS, THERMOSTAT W/ "OFF-COOL-HEAT-AUTO" & FAN "ON-AUTO" SUB-BASE.	380#
(2)	HEATING-COOLING UNIT	3/4	230	1	DAY & NIGHT "DUOPAC" UNIT MODEL 5850B040100 1000 CFM @ 0.5" S.P., 1050 R.P.M., 1/2 HP MOTOR - DIRECT DRIVE, 37,900 BTUH TOTAL + 37,800 BTUH SENSIBLE COOLING CAPACITY @ 80° B.A.B., 63° B.A.W.B. + 105° AMBIENT, 80,000 BTUH HEATING INPUT CAPACITY - NATURAL GAS, FIELD FABRICATED FILTER RACK W/ GUIDES, GASKETED ACCESS & (2) - 16" x 24" FARR 30/30 FILTERS. ALL ELSE PER MARK 1 ABOVE.	550#
(3)	CEILING EXHAUST FAN	1/25	120	1	BROAN MODEL 671 CEILING FAN, 70 CFM @ 0.1" S.P., 3.5 BONES, UNIT COMPLETE W/ BACK-DRAFT DAMPER, FULL-SIZE S/M DISCHARGE DUCT TO MODEL 634 ROOF CAP, & GRILLE. INTERLOCK W/ ROOM LIGHT SWITCH.	25#
(4)	CEILING EXHAUST FAN	1/25	120	1	SAME AS MARK 4 ABOVE EXCEPT INTERLOCK W/ TIME CLOCK PER DETAIL 3/M2	25#
(5)	CEILING EXHAUST FAN	1/10	120	1	PENN "ZEPHYR" MODEL Z-8, 100 CFM @ 1/8" S.P., 1050 R.P.M. + 2.4 BONES, UNIT COMPLETE W/ NEOPRENE BACK-DRAFT DAMPER, FULL-SIZE S/M DISCHARGE DUCT TO MODEL SL-20 ROOF CAP, DELUXE GRILLE & AMCA LABEL. PROVIDE LT 30 SPEED CONTROLLER MOUNTED ON WALL.	30#



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CONSULTING MECHANICAL ENGINEERS
PHONE 975-3399 4044 WEST JENNIFER, SUITE 107
FRESNO, CALIFORNIA 93711

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2750 NORTH G STREET, SUITE 101
MERCED, CALIFORNIA 95340
(209) 383-3060

**housing authority
county of merced
dos palos
senior citizens project**

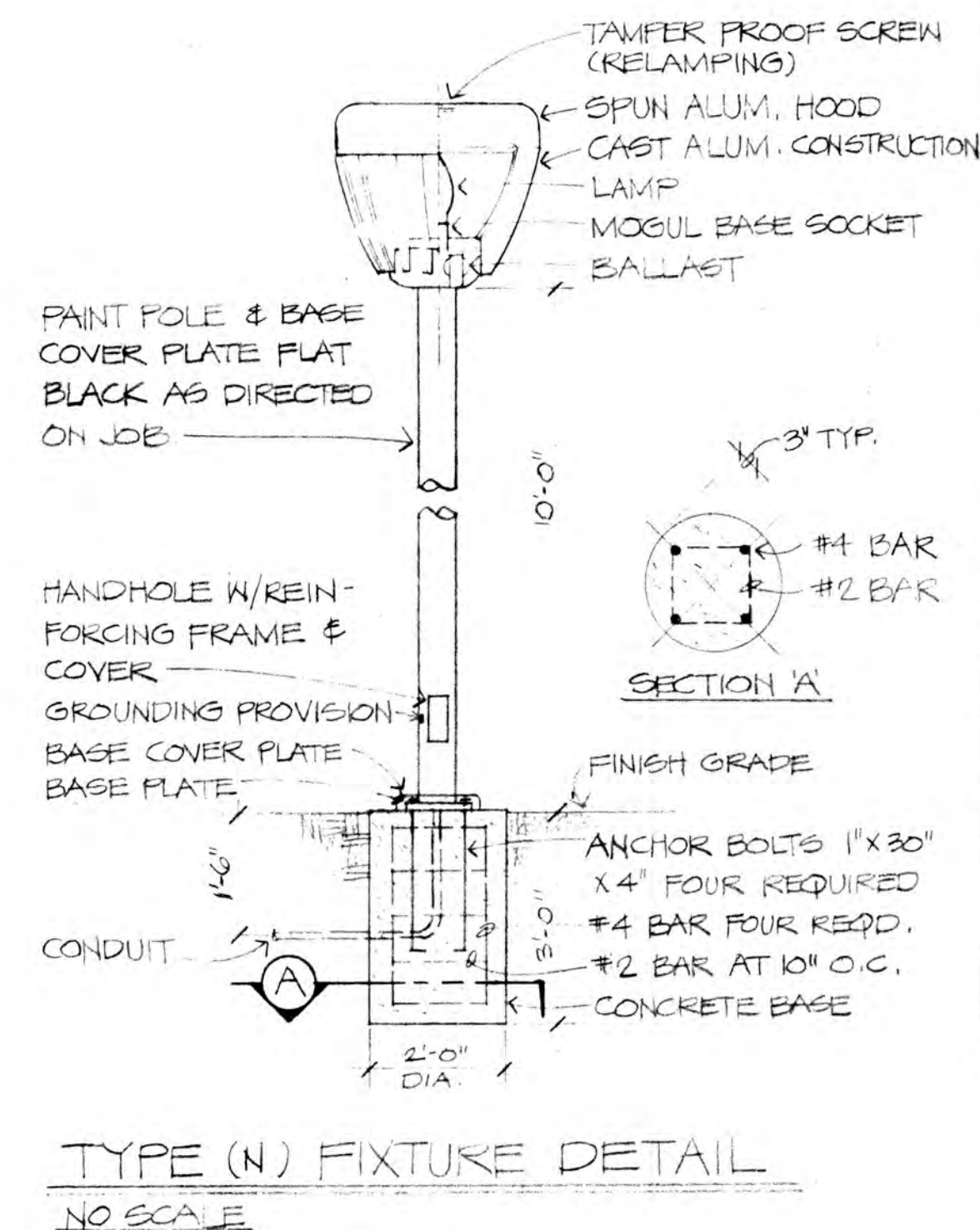


APPROVAL
I hereby approve the construction of the above project as shown on the drawings and specifications.
By: *John Frank Mitchell*
John Frank Mitchell, Registered Architect, State of California, No. C9264

JOB NUMBER: 8104
DRAWN BY: KEN
DATE: JULY 28, 1983
REVISIONS: 9/16/83

SHEET NUMBER:
M2

1. ELECTRICAL CONTRACTOR SHALL INCLUDE IN BID COSTS FOR ALL CHARGES BY P. G. & E. CO. AND P. T. & T. CO. FOR UTILITIES THAT ARE NECESSARY FOR COMPLETE AND OPERABLE ELECTRICAL POWER AND TELEPHONE SERVICES AND SHALL FURNISH AND INSTALL ALL TRENCHING, BACKFILL, AND PULL BOXES AS REQUIRED BY P. G. & E. AND P. T. & T. COMPANIES. CHARGES SHALL INCLUDE PAYMENT AND MATERIALS FOR INTERIOR TELEPHONE SYSTEM WIRING.
2. REQUIREMENTS OF SERVING UTILITY AND AVAILABILITY OF SERVICES HAVE BEEN DETERMINED AS ACCURATELY AS POSSIBLE AND INDICATED ON DRAWING. HOWEVER, CONTRACTOR SHALL VERIFY AVAILABILITY OF SERVICES AND DETERMINE ACTUAL DETAILS PERTAINING TO EXACT LOCATION AND REQUIREMENTS OF UTILITIES PRIOR TO BID.
3. BY THE ACT OF SUBMITTING A BID, THE CONTRACTOR DEEMS TO HAVE MADE SUCH INQUIRIES AND CONFIRMED SUCH REQUIREMENTS AND TO HAVE MADE ALLOWANCE THEREFOR IN PREPARING HIS FIGURE. SHOULD THE NECESSARY SERVICE INFORMATION AND COSTS NOT BE AVAILABLE FROM THE SERVING UTILITY COMPANIES AT THE TIME OF BID, THE CONTRACTOR SHALL SPECIFICALLY STATE IN HIS BID THAT THE COSTS ARE NOT INCLUDED AND THAT THE VERIFICATION HAS NOT BEEN MADE.



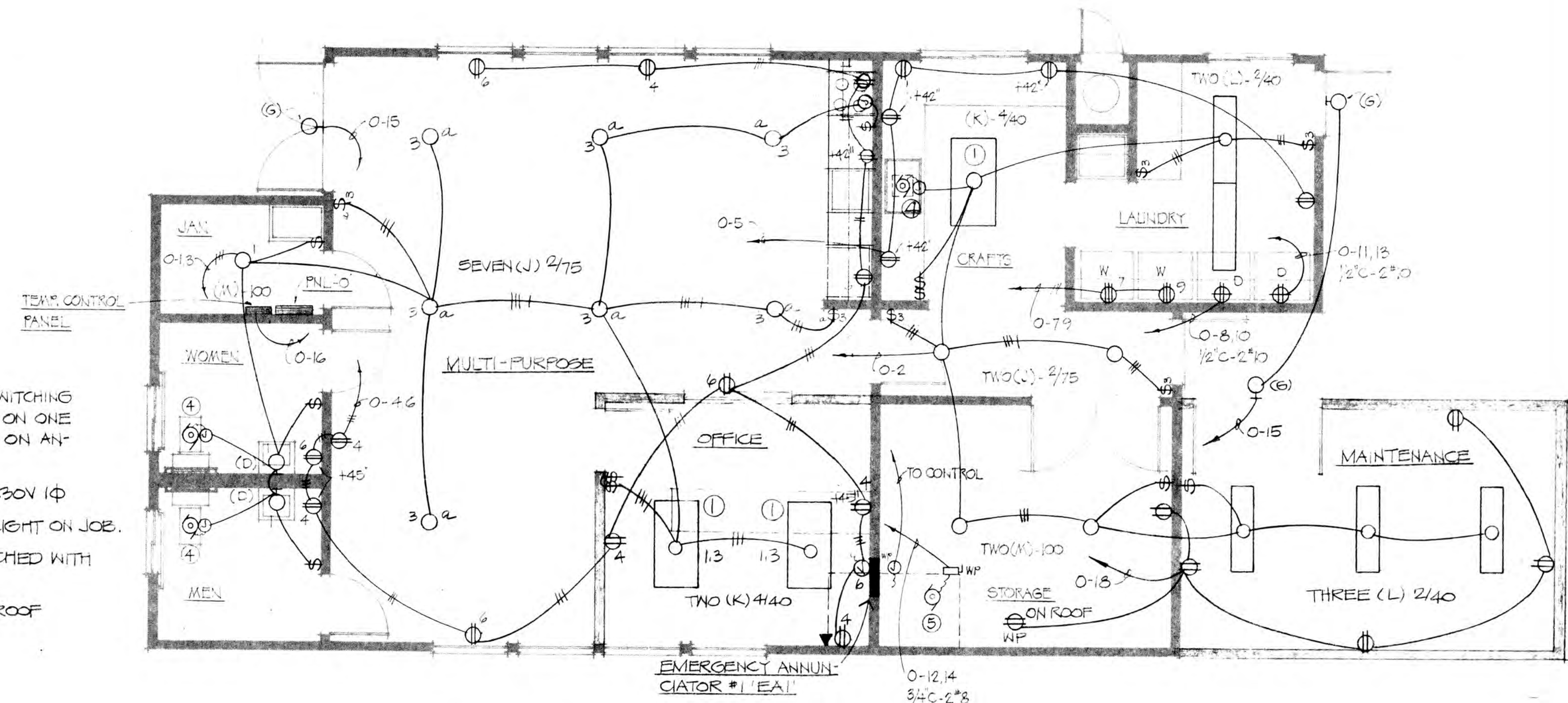
 ELECTRICAL SITE PLAN
SCALE: 1" = 20'-0"

REGISTERED ARCHITECT
STEPHEN BYRON MORGAN
No. C 9263
Signature
July 28, 1983
Date
STATE OF CALIFORNIA

SHEET NUMBER

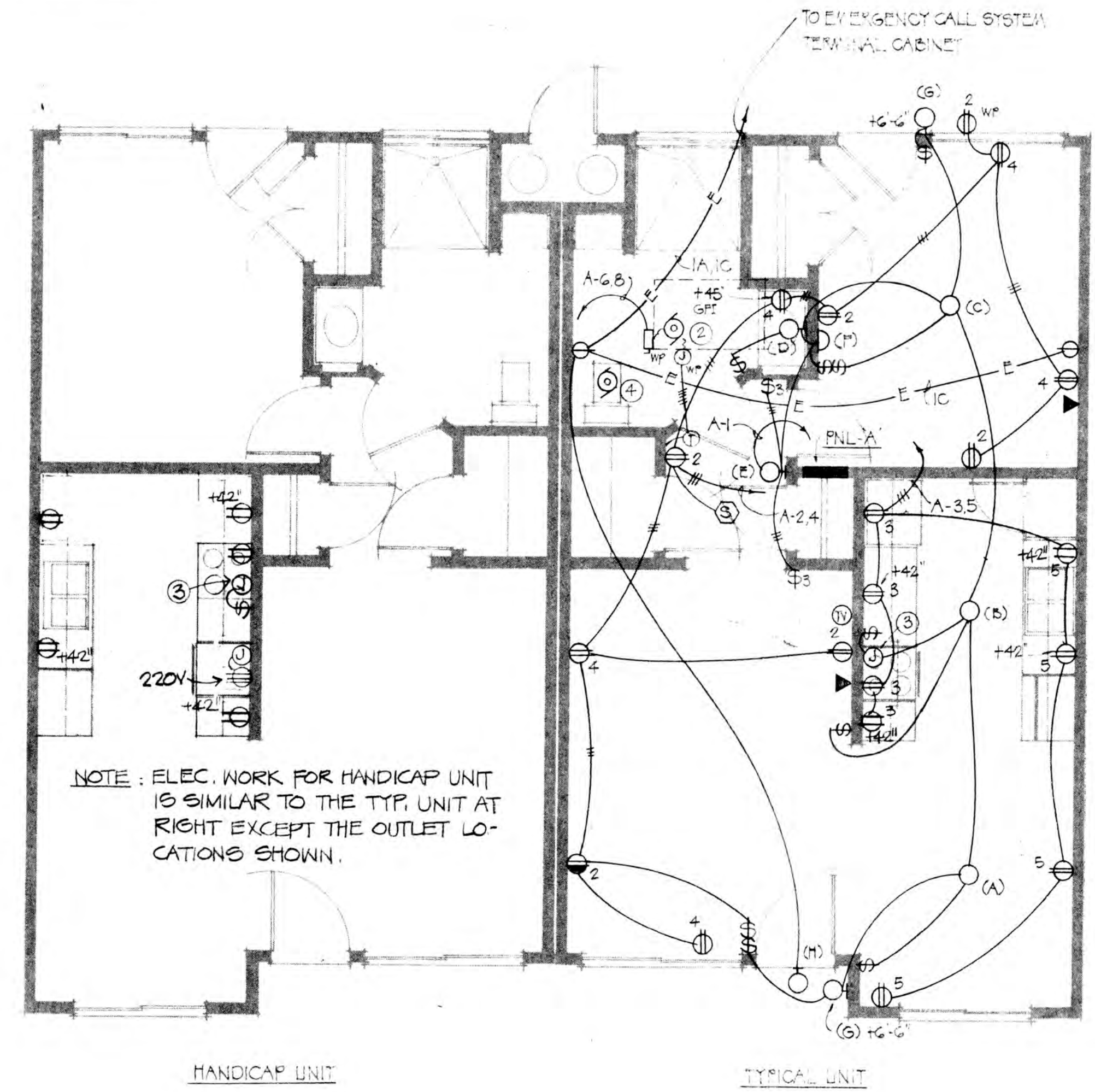


- LEGEND**
- ① WIRE LIGHT FIXTURE ON TWO SWITCHING CIRCUITS. TWO OUTER LAMPS ON ONE CIRCUIT & TWO INNER LAMPS ON ANOTHER.
 - ② AC UNIT ON ROOF 13.2 FLA 230V 1P
 - ③ HOOD. VERIFY MOUNTING HEIGHT ON JOB.
 - ④ CEILING EXHAUST FAN SWITCHED WITH LIGHT
 - ⑤ HEATING-COOLING UNIT ON ROOF 31 FLA 230V 1P



COMMUNITY CENTER & LAUNDRY ROOM
FLOOR PLAN-ELECTRICAL LAYOUT
 SCALE: 1/4"=1'-0"

LIGHT FIXTURE SCHEDULE			
TYPE	DESCRIPTION	WATTAGE	MOUNTING
(A)	LITE TREND # T8497-6	22W 4'x32W CIRCULINE	CEILING
(B)	LITE TREND # T8498-6	22W CIRCULINE	CEILING
(C)	LITE TREND # T8499-2	22W & 32W CIRCULINE	CEILING
(D)	LITE TREND # T6083-9	60W	WALL TO 6'-0"
(E)	LITE TREND # T6085-9	60W	WALL TO 6'-0"
(F)	HALO # H2930T	25W	WALL RECESSED TO 2'-0"
(G)	HALO # H243AL	60W	WALL TO 6'-0" ABV. DOOR
(H)	JERON # J8501	RED INDICAT. LAMP	WALL TO 6'-0" ABV. DOOR
(J)	HALO # H2712	2/75 A19	CEILING
(K)	WRIGHT LIGHT # KWA 440	4x4x3 T4K18	CEILING
(L)	WRIGHT LIGHT # KWA 240	2x4x3 T4K18	CEILING
(M)	LEVITON # 49875	100W	CEILING
(N)	DELTA # OAA-70HPS-1120-DBE-W/PRSS-310 PRIME PTD POLE	100 W	POLE



NOTE: ELEC. WORK FOR HANDICAP UNIT IS SIMILAR TO THE TYP. UNIT AT RIGHT EXCEPT THE OUTLET LOCATIONS SHOWN.

TYPICAL
FLOOR PLAN-ELECTRICAL LAYOUT
 SCALE: 1/4"=1'-0"

morgan architects
 2750 NORTH G STREET, SUITE M
 MERCED, CALIFORNIA 95340
 (209) 383-3060

**housing authority
 county of merced
 dos palos
 senior citizens project**

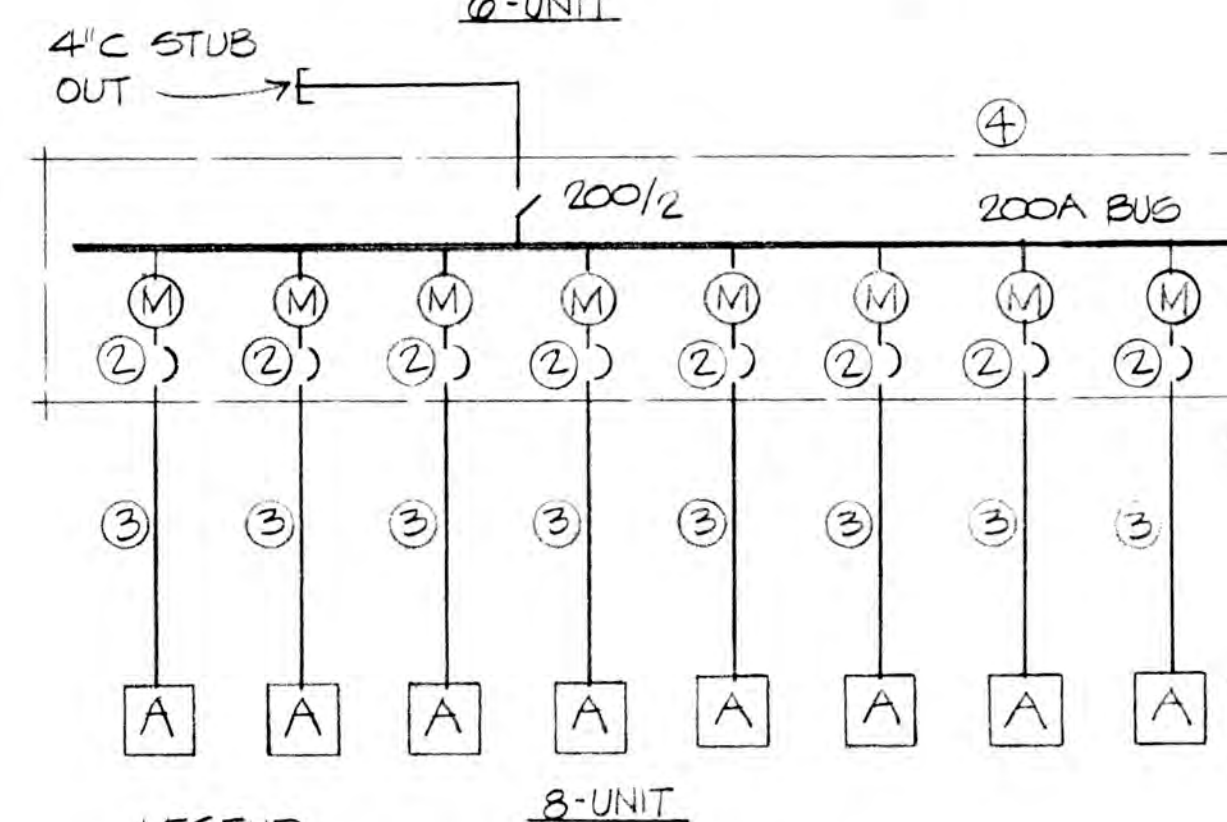
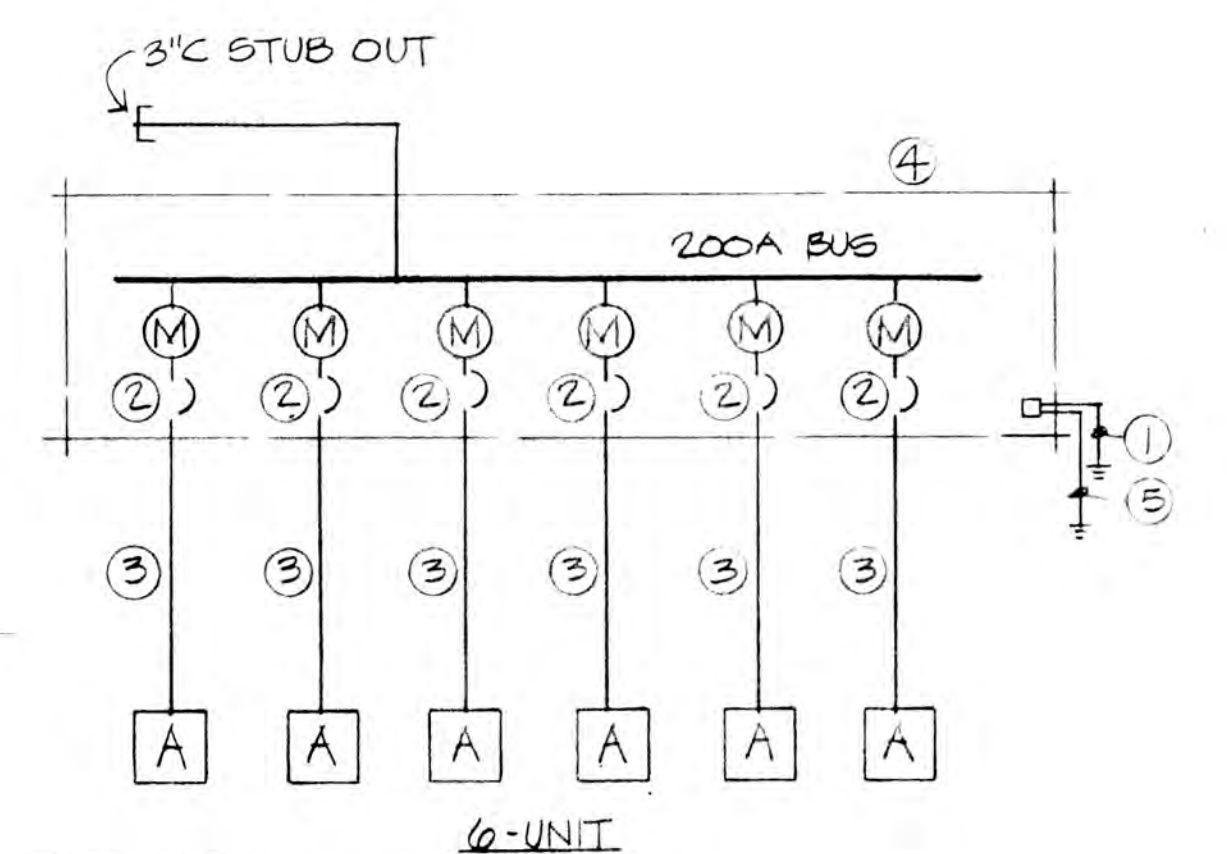
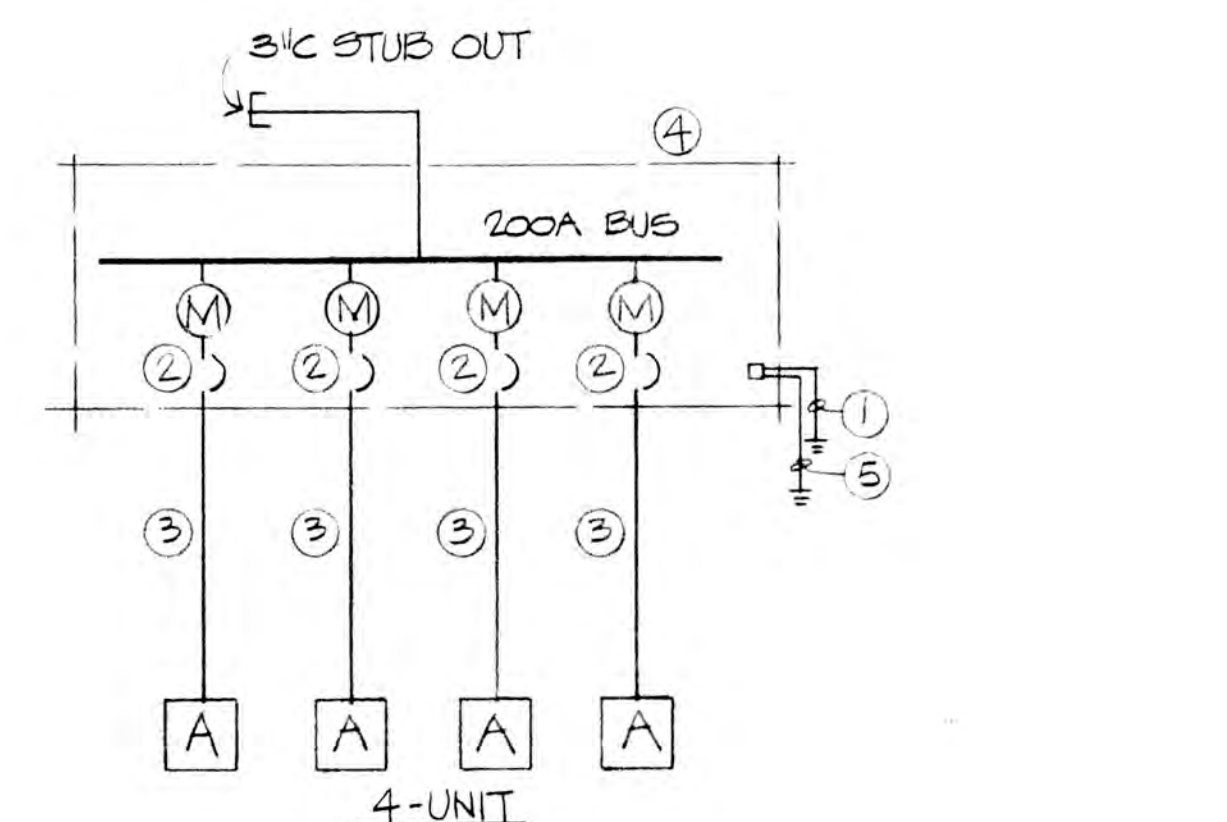
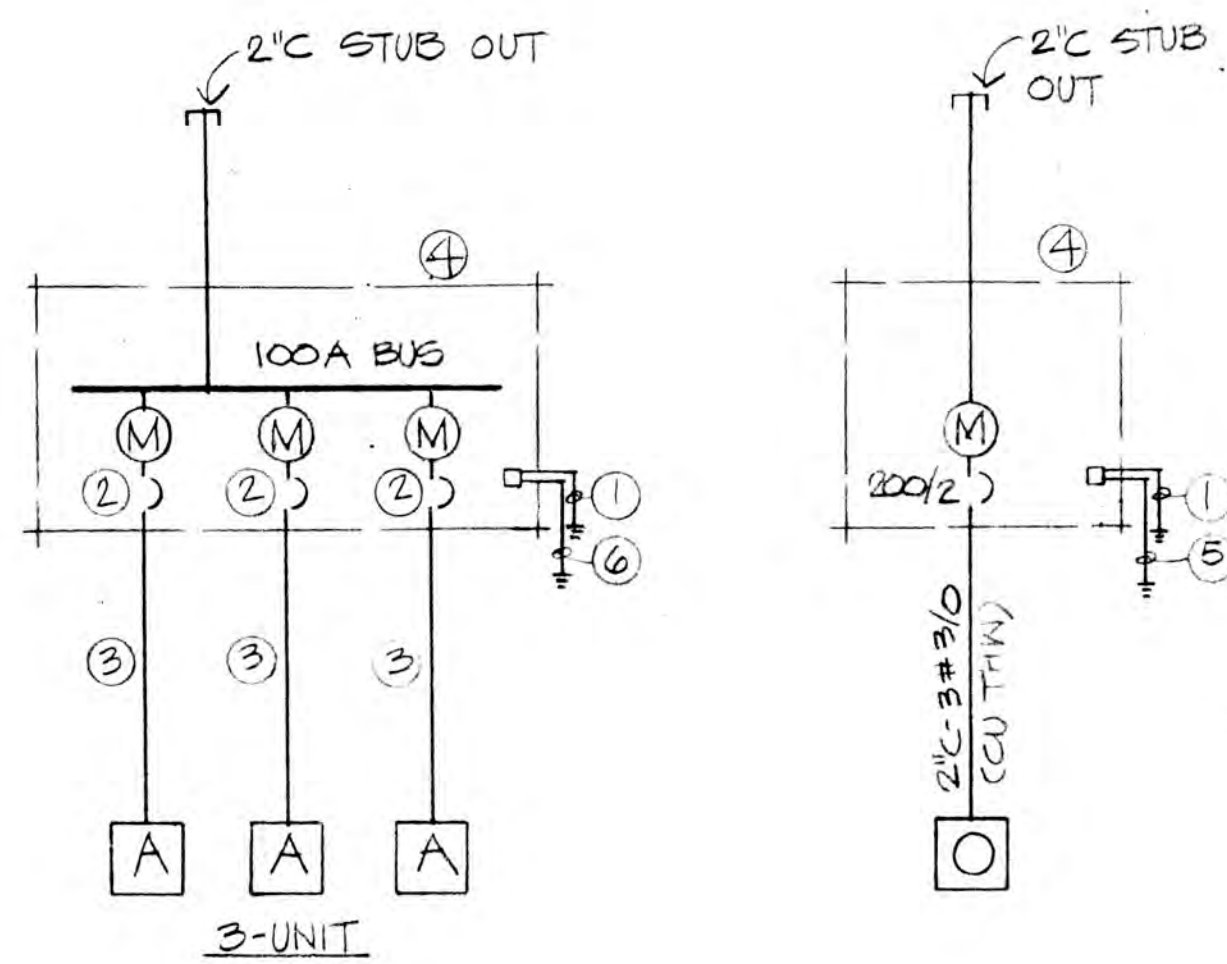
APPROVAL

REGISTERED ARCHITECT
 SYLVIA BYRON MORGAN
 No. C 9255
 State of California
 July 28, 1983

Reviewed by: *[Signature]*
 Date: 9/16/83
 Architect: *[Signature]*
 Architect: Arlene L. Manoles, Ph.D., Architect

JOB NUMBER: 8104
 DRAWN BY:
 DATE: JULY 28, 1983
 REVISIONS:
 9.16.83
 SHEET NUMBER:

2



LEGEND

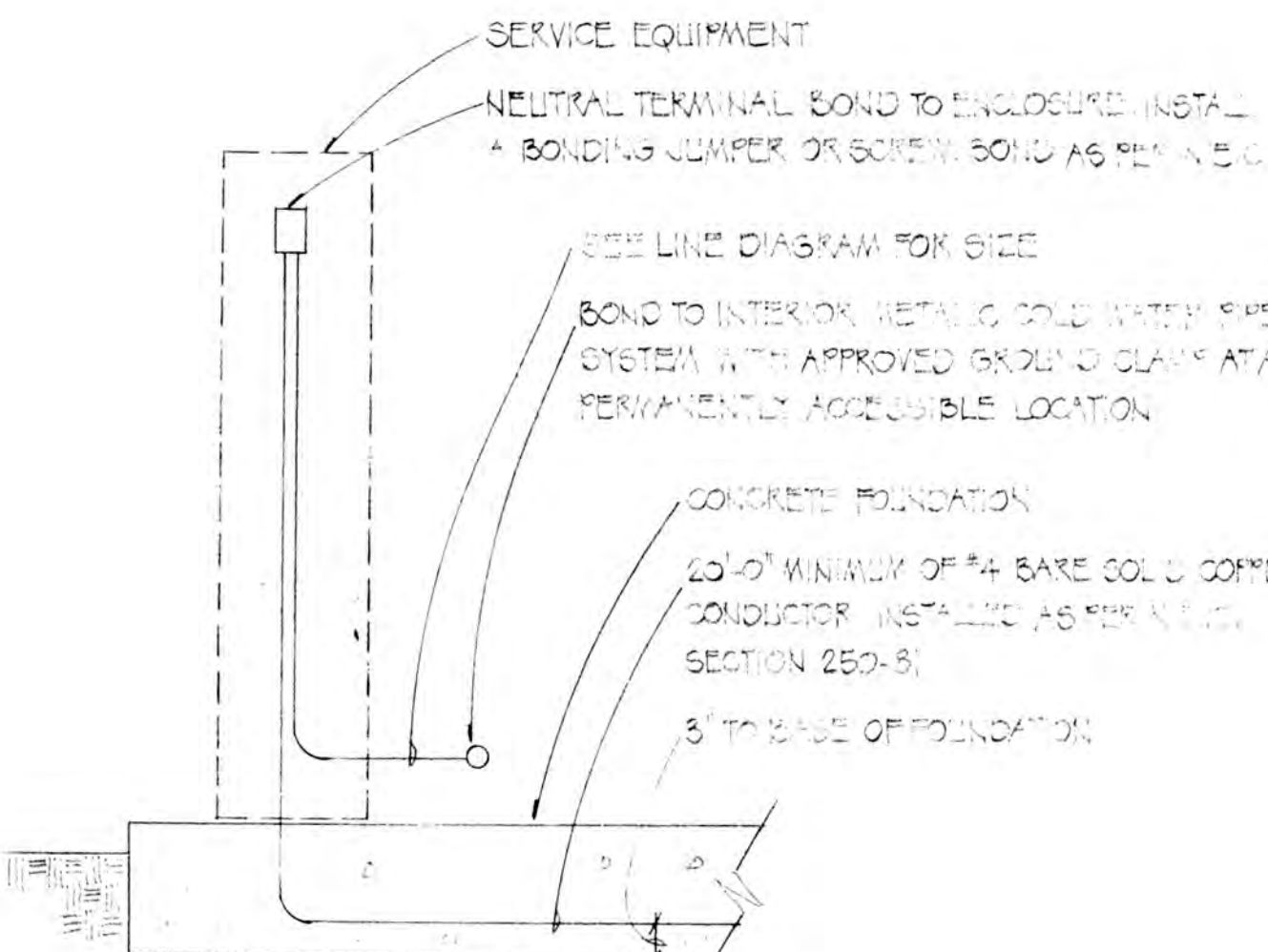
- ① GROUND AS PER DETAIL SHOWN
- ② 70A/2P
- ③ 3#6 (CU), 1#8 (CU) GROUND
- ④ SERVICE EQUIPMENT 120/240V 1Ø 3W
- ⑤ 1/2\"/>

LINE DIAGRAMS

ELECT. PANEL - A				120/240V 1Ø 3W FLUSH MNT		
CIRC. NO.	BRKR.	AMP. POLE	REMARKS	WATT		
				A	B	C
1	15		LIGHTS	1000		
2	15		DUPLEX RECEPTACLES	1000		
3	20				1000	
4	15				1000	
5	20			1000		
6	40	2	A/C UNIT 13.2 FLA	1584		
7	20		SPARE			544
8						
TOTAL WATT:						
TOTAL CONN. LOAD:				MAX. AMP/Ø:		
MAINS:						
FEEDER: SEE LOAD CALCULATION						

ELECT. PANEL- (I)				120/240V 1 Ø 3W SURFACE MNTD.		
CIRC. NO.	BRKR.		REMARKS	WATT		
	AMP	POLE		A	B	C
1	20	1	LIGHTS	500		
2				500		
3					1000	
4			DUPLEX RECEPTACLES		1000	
5				1000		
6				1000		
7		1	WASHER		1500	
8	30	2	DRYER		2500	
9	20	1	WASHER	1500		
10				2500		
11	30	2	DRYER		2500	
12	50	2	A/C UNIT 3 FLA		3720	
13				1500		
14				3720		
15	20	1	OUTDOOR LIGHTS		200	
16			TEMP. CONTROL PANEL		500	
17			OUTDOOR LIGHTS		1100	
18			DUPLEX RECEPTACLES		1000	
19			SPARE			
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30	↓	↓	↓			
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						
41						
42						
TOTAL WATT:				15620	13120	
TOTAL CONN. LOAD: 29 KW				MAX. AMP./Ø: 130 A		
MAINS: 200 A LUGS						
FEEDER: 2" C-3 # 3/0 (CU THN)						

FURNISH & INSTALL A TIME CLOCK TORK #W 200, NEXT TO PANEL WITH LOCKABLE DOOR, WIRED CIRC. #15, 17 TO THE CLOCK.



CONCRETE ENCASED GROUND DETAIL
NO SCALE

LOAD CALCULATION

A. SINGLE-FAMILY DWELLING

AREA OF DWELLING IS 672 SQ. FT. MINIMUM SIZE CIR. FEEDER REQUIRED FOR EACH DWELLING UNIT IN E.C. 215-2.

COMPLETED LOAD

GENERAL LIGHTING	2016 W
SMALL APPL. & LUGS	3000 W
TOTAL COMPLETED LOAD	5016 W

APPLICATION OF DEMAND FACTOR:

FIRST 3000 W @ 100%	3000 W
REMAINING @ 65%	706 W
OR COMPLETED LOAD	3706 W

A/C UNIT	3170 W
TOTAL LOAD	6876 W

FOR 115/230V 1Ø 3W SYSTEM

SEPARATE RATINGS

FEEDER: 3"Ø 11#8 (CU) GROUND.

B. MULTI-FAMILY DWELLING

COMPLETED LOAD

	3-UNIT	4-UNIT	6-UNIT	8-UNIT
GENERAL LIGHTING	6048 W	8064 W	12096 W	16128 W
SMALL APPL. & LUGS	9000 W	12000 W	18000 W	24000 W
TOTAL COMPLETED LOAD	15048 W	20064 W	30096 W	40128 W

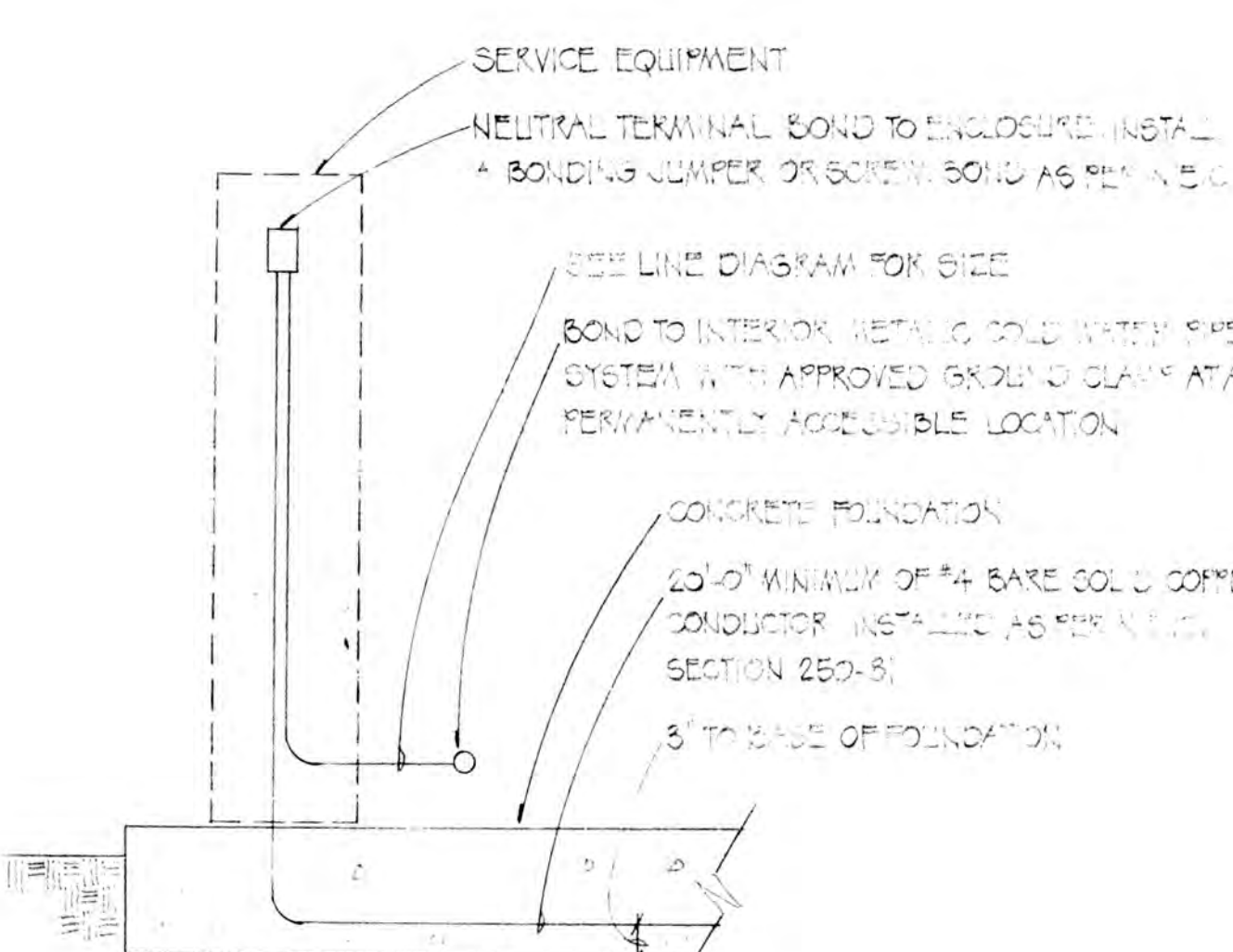
APPLICATION OF DEMAND FACTOR

FIRST 3000 W @ 100%	3000 W	3000 W	3000 W	3000 W
REMAINING @ 65%	4217 W	5972 W	9484 W	12995 W
NET COMPLETED LOAD	7217 W	8972 W	12484 W	15995 W

A/C UNIT	9510 W	12680 W	19020 W	25560 W
TOTAL LOAD	16727 W	21650 W	31504 W	41555 W

FOR 115/230V 1Ø 3W SYSTEM

SEPARATE RATINGS



CONCRETE ENCASED GROUND DETAIL
NO SCALE

ELECTRICAL SYMBOLS	
○	FLUORESCENT FIXTURE
○	CEILING OUTLET & LIGHT FIXTURE
○	BRACKET LIGHT WALL MOUNTED
(A)-1/2	IDENTIFIES FIXTURE TYPE & WATTAGE
⊞	SWITCH SINGLE POLE 1Ø 4\"/>

morgan architects

2750 NORTH G STREET, SUITE M
 MERCED, CALIFORNIA 95340
 (209) 383-3060

housing authority
county of merced

dos palos

senior citizens project

REGISTERED ARCHITECT
 STATE OF CALIFORNIA
 No. 69252
 July 28, 1983

By: *[Signature]*

For: *[Signature]*

FINA - APPROVAL
 FARMERS HOME ADMINISTRATION
 Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Job Number: 8104

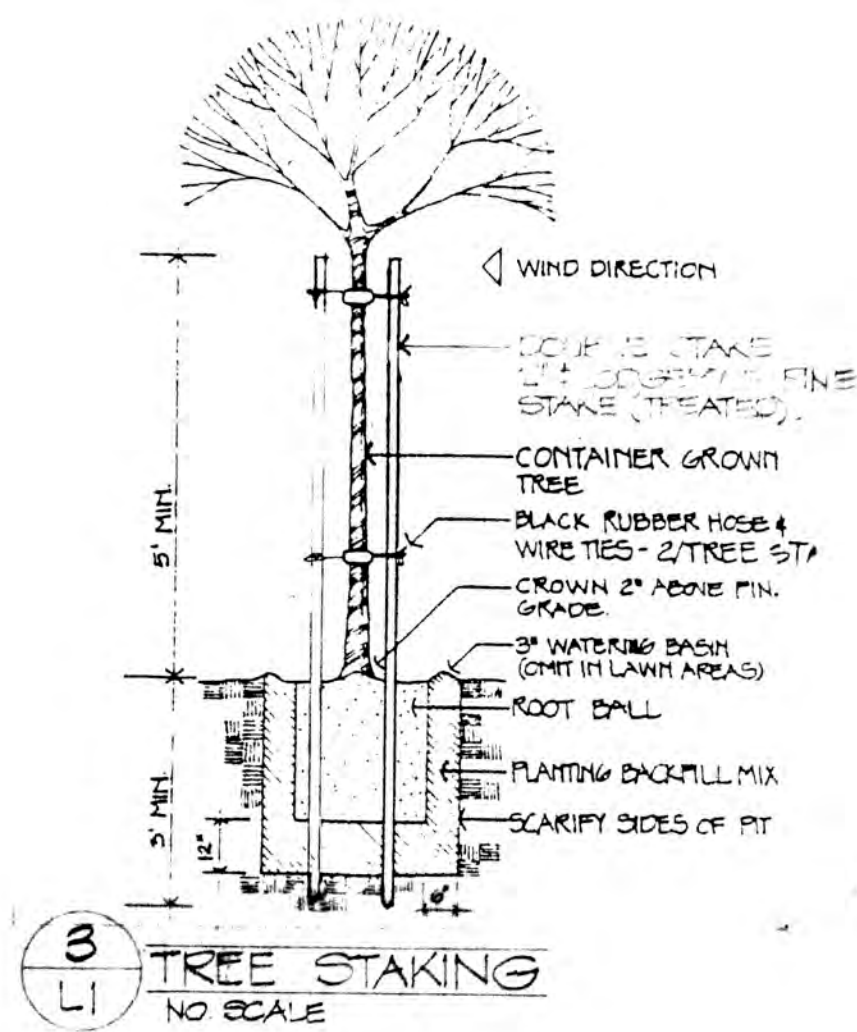
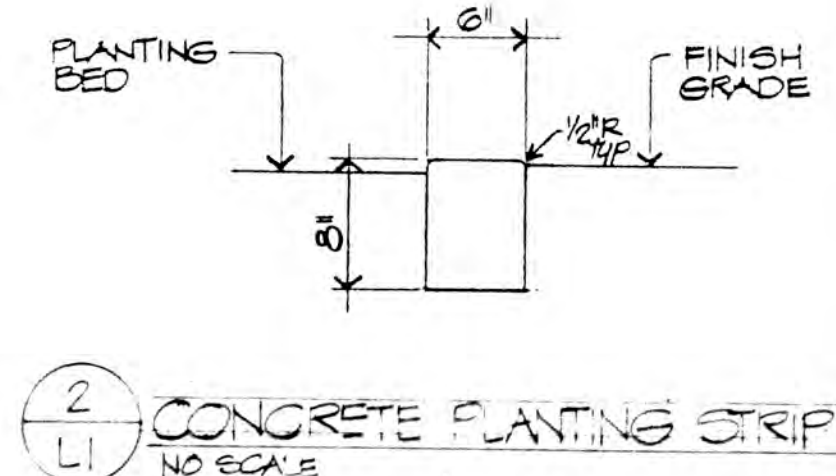
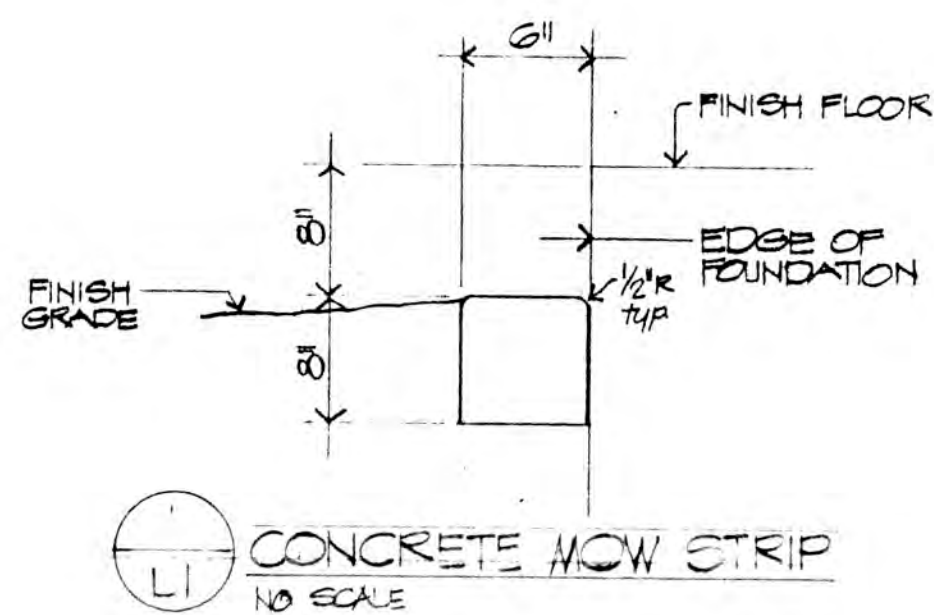
Drawn By:

Date: JULY 28, 1983

Revisions:

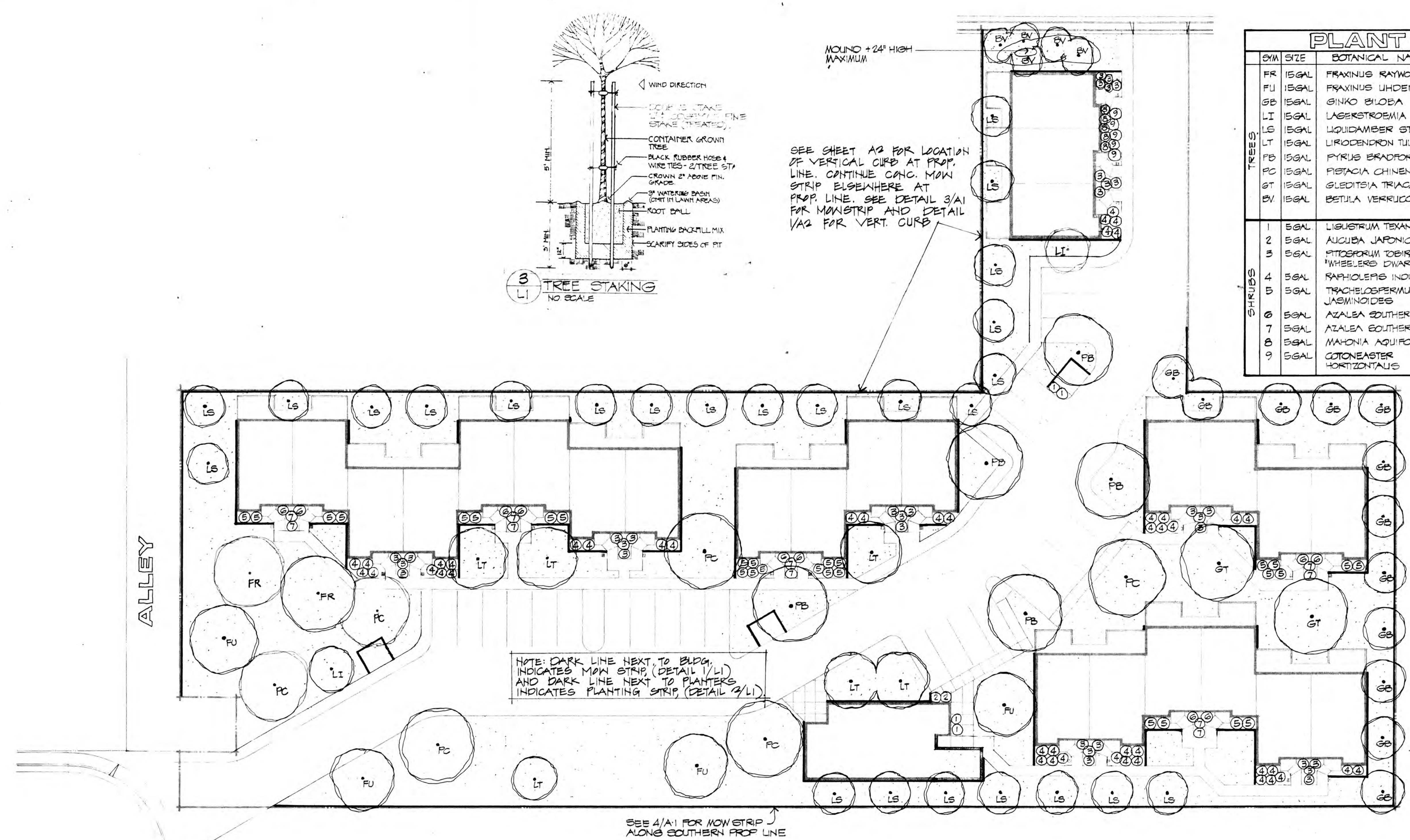
9-16-83

Sheet Number:



OLIVER ST.

PLANT LEGEND			
SYM	SIZE	BOTANICAL NAME	COMMON NAME
FR	15 GAL	FRAXINUS RAYWOODI	CLARET ASH
FU	15 GAL	FRAXINUS UHDEI	SHAWEL ASH
GB	15 GAL	GINKGO BILoba	MAIDEN HAIR TREE
LI	15 GAL	LAGERSTROEMIA INDICA	CREPE MYRTLE
LS	15 GAL	LIQUIDAMBER STYRACIFLUA	SWEET GUM
LT	15 GAL	LIRIODENDRON TULIPIFERA	TULIP TREE
PB	15 GAL	PIRUS BRADFORDI	BRADFORD PEAR
PC	15 GAL	PISTACIA CHINENSIS	CHINESE PISTACHE
GT	15 GAL	GLEDITSIA TRIACANTHOS	HONEY LOCUST
BV	15 GAL	BETULA VERRUCOSA	EUROPEAN WHITE BIRCH
1	5 GAL	LIGUSTRUM TEXANUM	TEXAS PRIVET
2	5 GAL	AUCUBA JAPONICA	GOLD DUST
3	5 GAL	PITTOSPORUM TOBIRA	DWARF TOBIRA
4	5 GAL	RAPHIOLEPS INDICA 'ROSEA'	HAWTHORNE
5	5 GAL	TRACHELOSPERMUM JASMINOIDES	STAR JASMINE
6	5 GAL	AZALEA SOUTHERN INDICA	AZALEA 'FIELDERS WHITE'
7	5 GAL	AZALEA SOUTHERN INDICA	AZALEA 'SOUTHERN CHARM'
8	5 GAL	MAHONIA AQUIFOLIUM	OREGON GRAPE
9	5 GAL	COTONEASTER HORIZONTALIS	ROCK COTONEASTER



LANDSCAPE SITE PLAN
SCALE 1" = 20'

LANDSCAPE
SITE PLAN

morgan architects
2750 NORTH G STREET, SUITE M
MERCED, CALIFORNIA 95340
(209) 383-3060

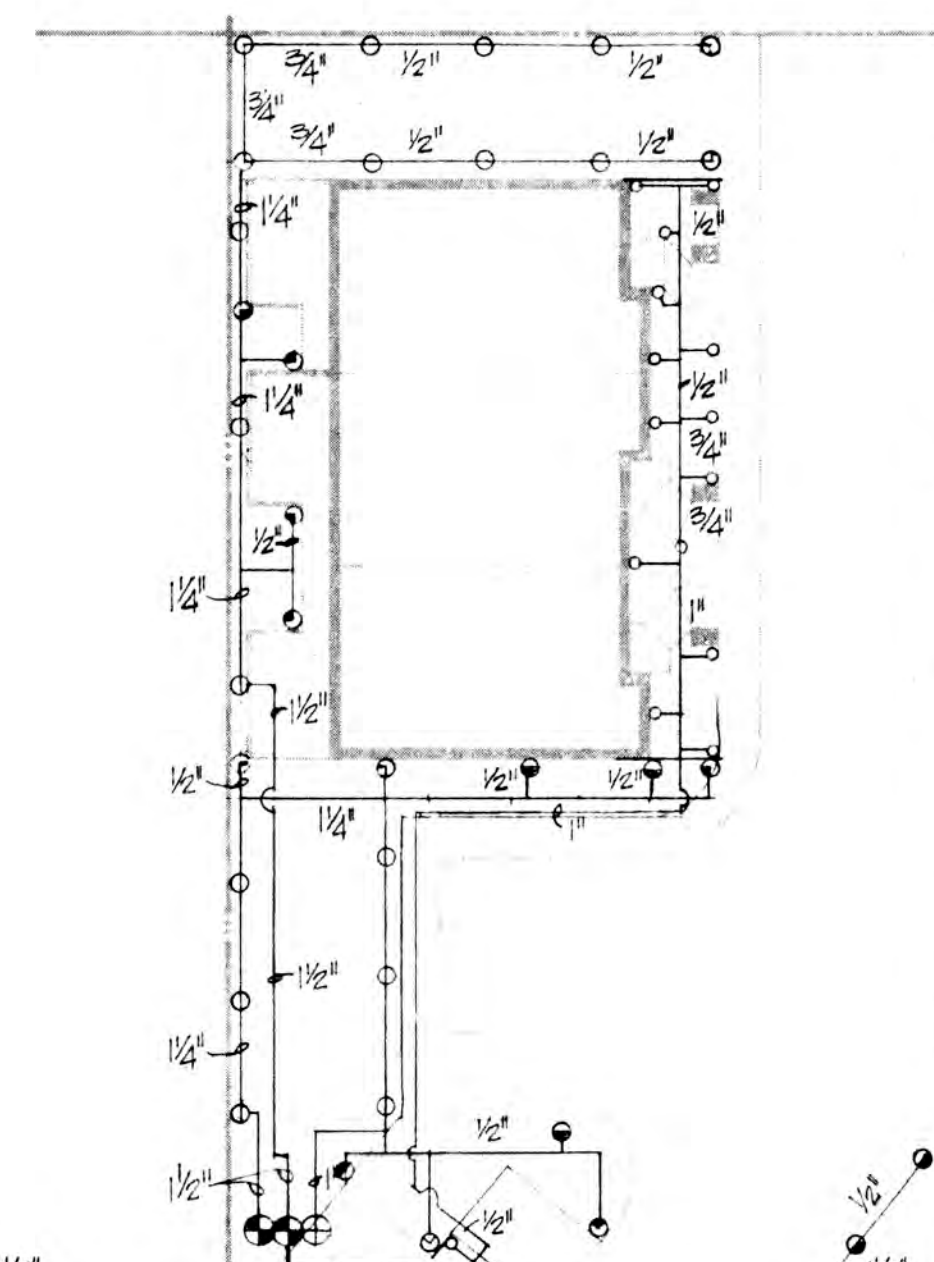
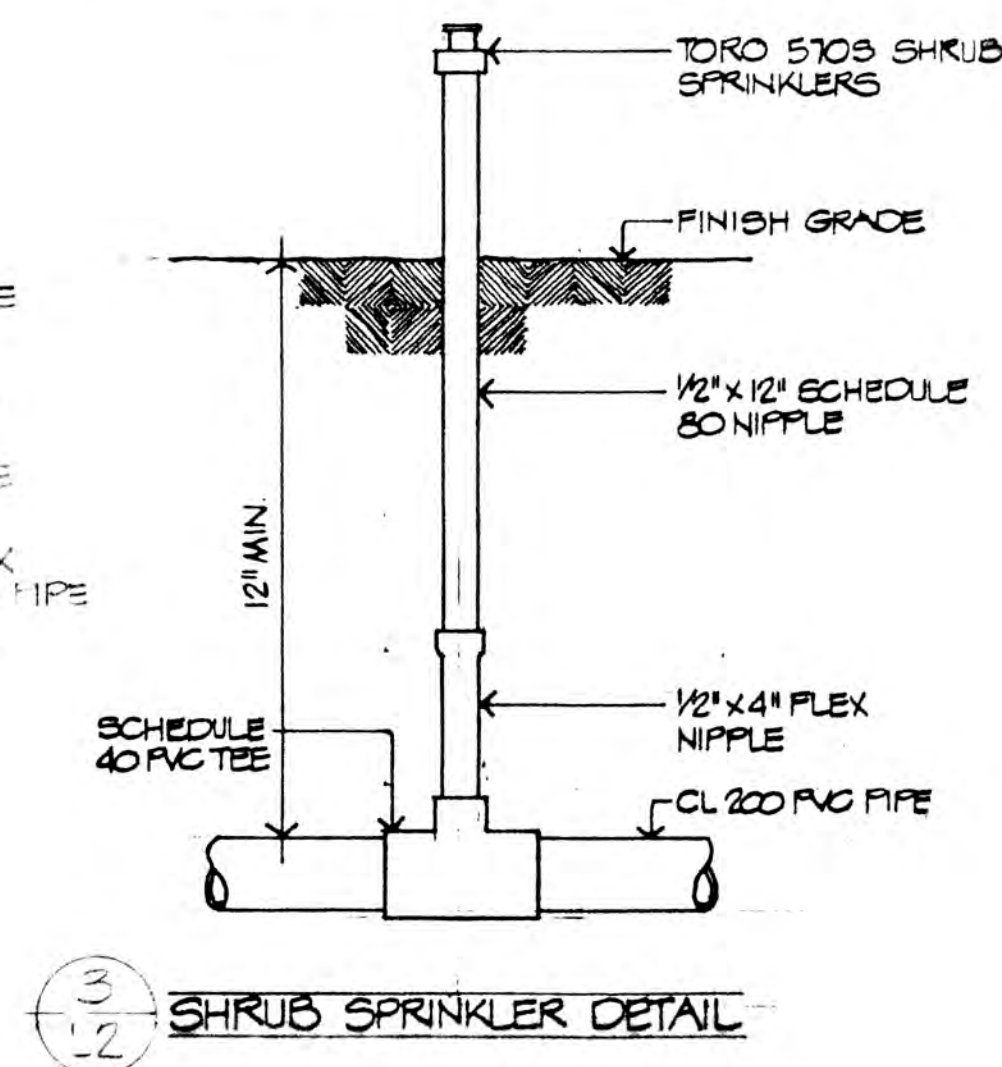
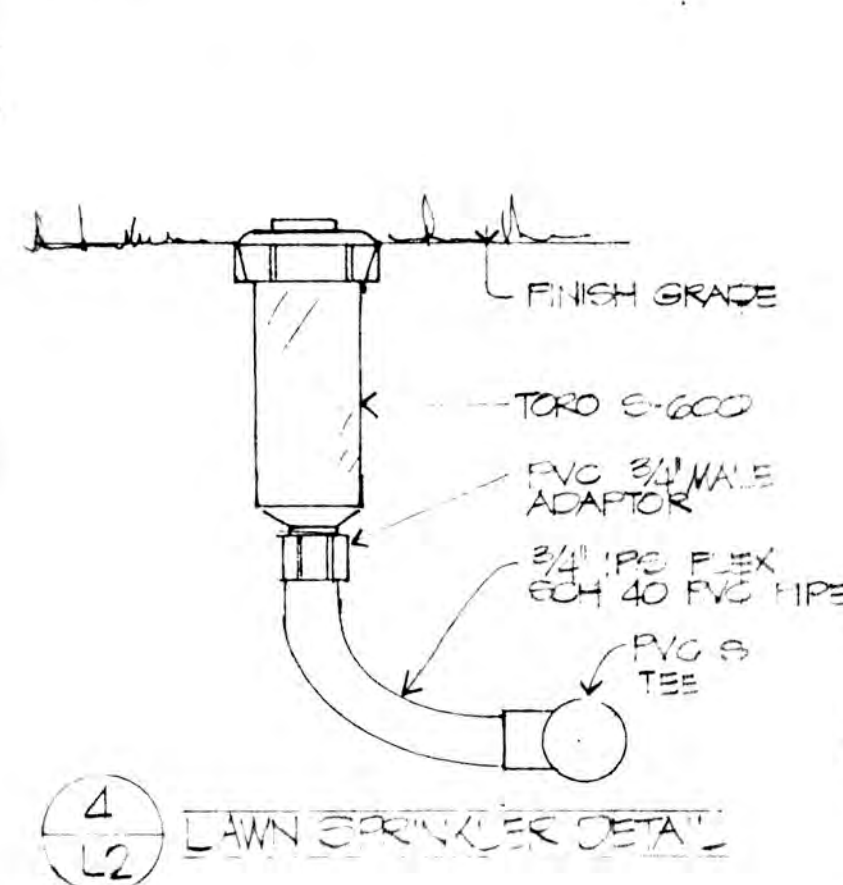
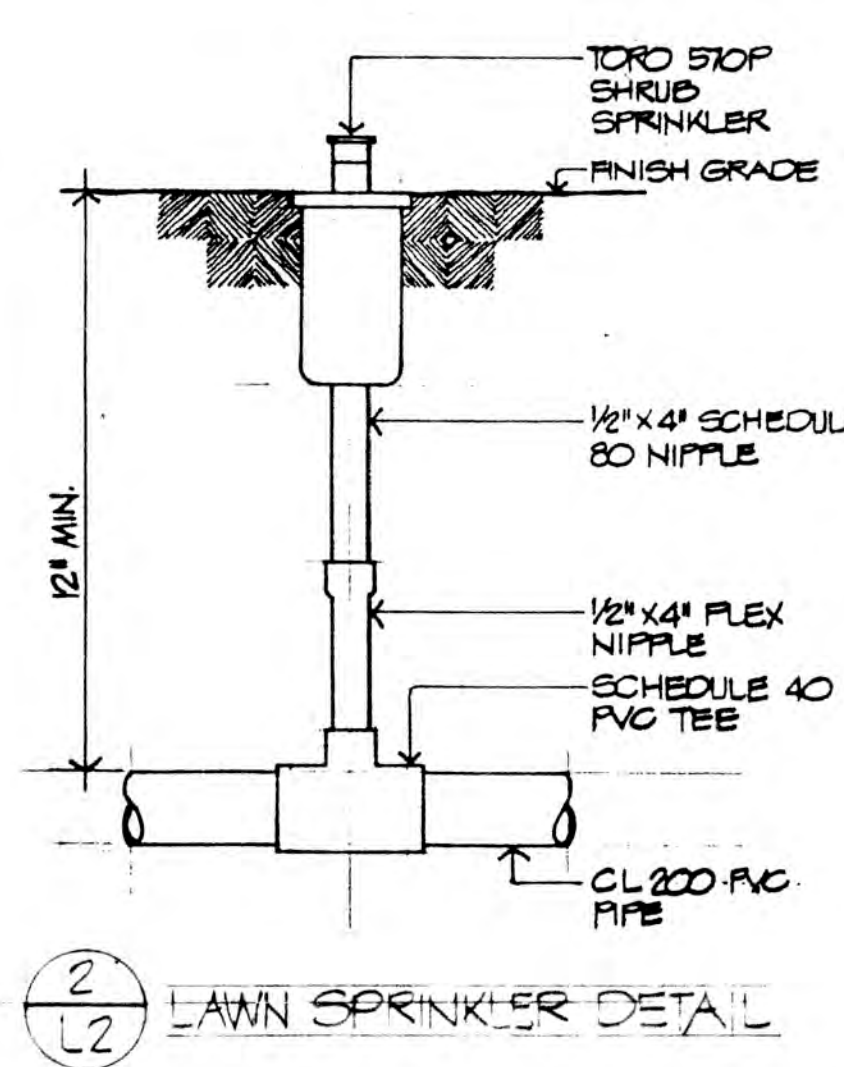
housing authority
county of merced
dos palos
senior citizens project

REGISTERED ARCHITECT
JULY 28, 1983
STATE OF CALIFORNIA

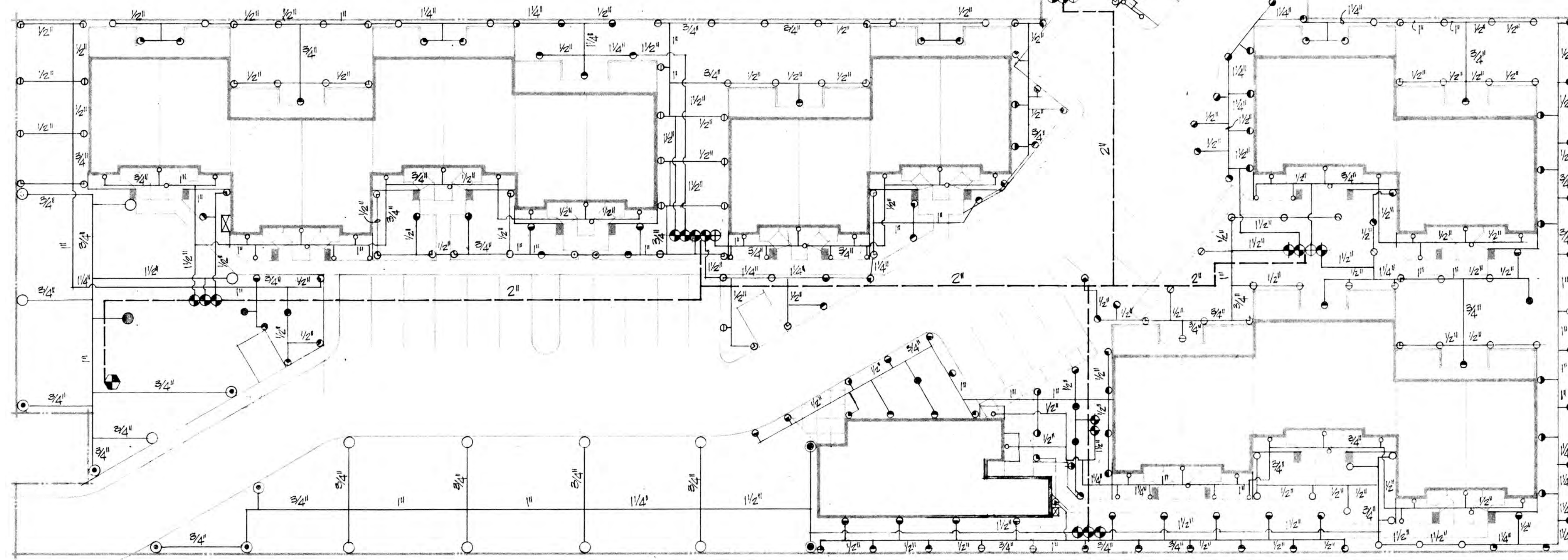
FARMERS HOME ADMINISTRATION
All construction contracts, plans, specifications, and other documents of this project shall be subject to the review and approval of the Farmers Home Administration, Merced, California. The Farmers Home Administration is not responsible for the accuracy or completeness of the information provided in this plan. The Farmers Home Administration is not responsible for the accuracy or completeness of the information provided in this plan. The Farmers Home Administration is not responsible for the accuracy or completeness of the information provided in this plan.

APPROVED: *[Signature]*
JULY 28, 1983
By: *[Signature]*
FARMERS HOME ADMINISTRATION

JOB NUMBER: 8104
DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9-16-83
SHEET NUMBER:
L1



SYM	DESCRIPTION
☒	IRRITROL MC-12 CONTROLLER
☐	F5800 768-2" BACKFLOW PREVENTER
☐	TORO 282-00-06 1 1/2" CONTROL VALVE
⊕	TORO 282-00-04 1" CONTROL VALVE
⊕	S-600 F 5.0 ROTARY SPRINKLER
○	TORO S-600 FC 2.5 ROTARY SPRINKLER
⊙	TORO S-600 FC 1.3 ROTARY SPRINKLER
⊙	TORO 570P-4" GST LAWN POP-UP
⊙	TORO 570P-15"-120° LAWN POP-UP
⊙	TORO 570P-15"-H LAWN POP-UP
⊙	TORO 570P-15"-F LAWN POP-UP
⊙	TORO 570P-12"-F LAWN POP-UP
⊙	TORO 570P-12"-270° LAWN POP-UP
⊙	TORO 570P-12"-H LAWN POP-UP
⊙	TORO 570P-12"-120° LAWN POP-UP
⊙	TORO 570P-12"-Q LAWN POP-UP
○	TORO 570S-3/8" B-B HEAD-8" SIZE NOZZLES AS REQUIRED
---	PVC PIPE CL 120
---	PVC PIPE SCH 40



IRRIGATION SITE PLAN

IRRIGATION SITE PLAN

housing authority
county of merced
dos palos
senior citizens project

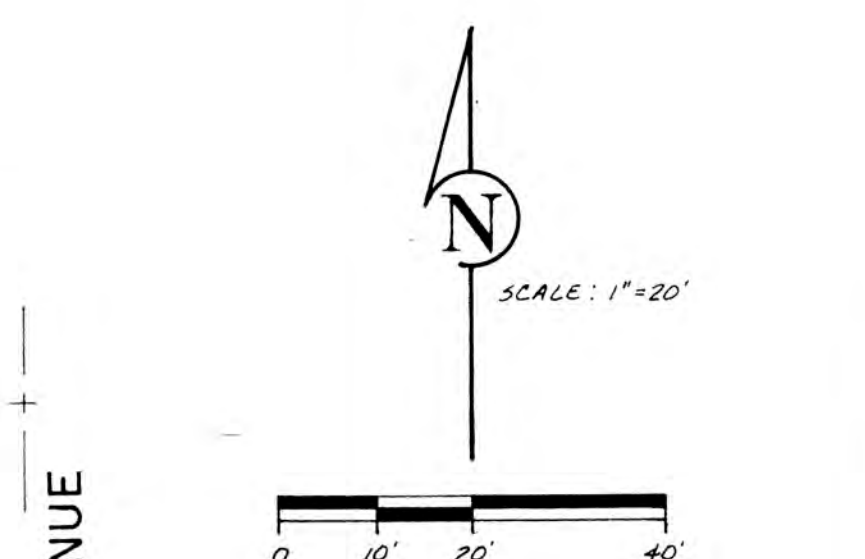
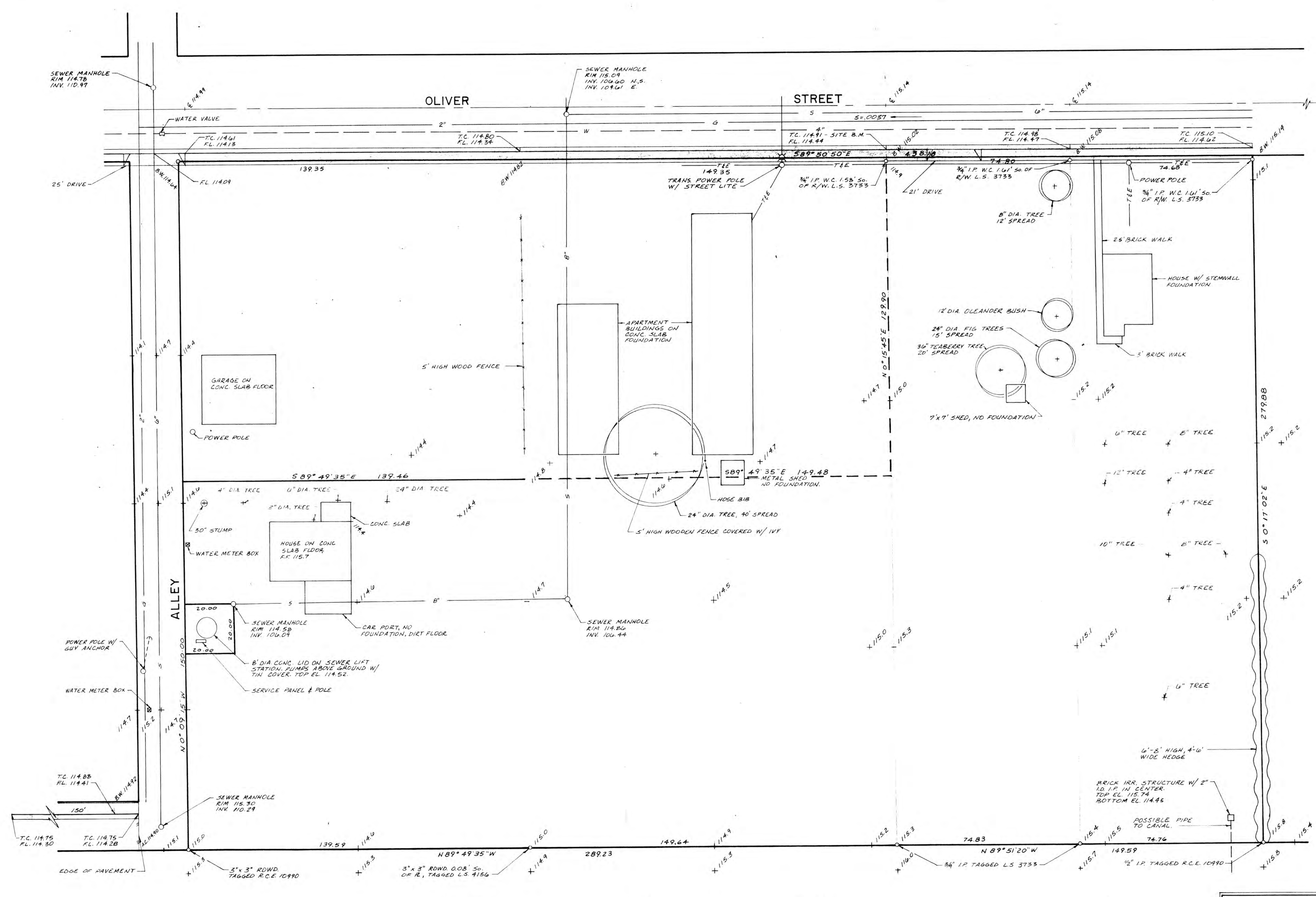
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JOB NUMBER: 8104
DRAWN BY: JENKINS
DATE: JULY 28, 1983
REVISIONS:
9.16.83

SHEET NUMBER:

L2

morgan
architects
2730 NORTH G STREET, SUITE M
MERCED, CALIFORNIA 95340
(209) 383-3060



- NOTES**
1. WATER AND SEWER LOCATIONS PARTIALLY DETERMINED BY CITY IMPROVEMENT PLANS.
 2. WATER PRESSURE 45 LBS. FLOW, 55 LBS. STATIC.
 3. UNDERGROUND UTILITIES- LOCATIONS TO BE DETERMINED BY CITY IMPROVEMENT PLANS.
 4. GAS- SPECIFIC GRAVITY 0.62 AND 950 BTU.
 5. NO CABLE TV.
 6. ALL ELECTRIC & TELEPHONE OVERHEAD.

BENCHMARK

ALL ELEVATIONS ARE ON U.S.C. & G.S. DATUM. SITE BENCHMARKS WERE ESTABLISHED FROM U.S.C. & G.S. B.M. No. 1344, 1954.

- LEGEND**
- S — PROPERTY LINE
 - S — SEWER LINE
 - W — WATER LINE
 - G — GAS LINE
 - T&E — TELEPHONE & ELECTRIC LINE
 - E — CENTER LINE
 - T.C. — TOP OF CURB
 - F.L. — FLOW LINE
 - B.W. — BACK OF WALK
 - F.F. — FINISH FLOOR
 - W.C. — WITNESS CORNER
 - I.D. — INSIDE DIAMETER
 - I.P. — IRON PIPE
 - B.M. — BENCHMARK
 - D.I.A. — DIAMETER
 - R.D.W.D. — REDWOOD
 - CURE, GUTTER, & SIDEWALK
 - X 114.9 — EXISTING GROUND ELEVATION

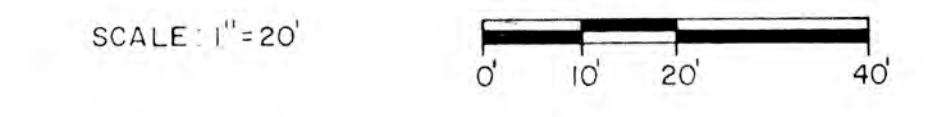
THIS PROPERTY LIES WITHIN ZONE C AS INDICATED ON THE FLOOD INSURANCE RATE MAP FOR MERCED COUNTY, CALIFORNIA, PREPARED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, DATED JANUARY 3, 1979. ZONE C LIES ABOVE THE 100-YEAR-FLOOD PLAIN.

I HEREBY STATE TO THE HOUSING AUTHORITY OF THE COUNTY OF MERCED THAT THIS SURVEY MADE UNDER MY SUPERVISION ON 10-15-81 CORRECTLY SHOWS THE TOPOGRAPHIC FEATURES ON THIS SITE.

James W. Tolladay
JAMES W. TOLLADAY R.C.E. 10990

TOPOGRAPHIC AND UTILITY MAP

HOUSING AUTHORITY OF THE COUNTY OF MERCED
DOS PALOS- MERCED COUNTY, CALIFORNIA
JORGENSEN - TOLLADAY ENGINEERS, MERCED, CALIFORNIA



DATE _____ PROJECT NO. _____
PLAN NO. _____

THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ENGINEER AND SHALL NOT BE USED ON ANY OTHER WORK EXCEPT AS AUTHORIZED IN WRITING BY THE ENGINEER. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND SHALL BE VERIFIED BY THE ENGINEER. THE ENGINEER SHALL BE BRINGING TO THE NOTICE OF THE HOUSING AUTHORITY PRIOR TO THE COMMENCEMENT OF ANY WORK.

NO.	DATE	BY	REVISION MADE
1			
2			
3			
4			
5			

JORGENSEN - TOLLADAY ENGINEERS
ENGINEERS - DESIGNERS - PLANNERS



TOPOGRAPHIC MAP

A PORTION OF LOT 10, SECTION 10, T. 11 S., R. 12 E., MERCEDES COUNTY, CALIFORNIA, AS SHOWN ON THE MAP OF THAT PART OF DOS PALOS, CALIFORNIA, PREPARED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, DATED JANUARY 3, 1979, AND AS SHOWN ON THE COUNTY RECORDS, SECTION 11, T. 11 S., R. 12 E., M&B # 1.

DR BY	TCV
CH BY	
APP BY	
DATE	10-21-81
SCALE	1"=20'

JOB NO. 382.81
SHEET 1 OF 1

IFB SUBMITTAL INSTRUCTIONS & REQUIREMENTS

Unless otherwise specifically required, the items/information listed below must be included in the proposal submittal. Please complete this form by marking an "X", where provided, to verify that the referenced completed form or information has been included within the hardcopy proposal submitted by the proposer. Proposals must be tabbed in the order listed below for continuity and ease of reference.

FORM/INFO INCLUDED	TAB #	SUBMITTAL ITEMS/INFORMATION (Submit FOUR (4) complete proposals)
	1	<ul style="list-style-type: none"> • Submittal Instructions & Requirements (Attachment #2)
	2	<ul style="list-style-type: none"> • Request for Sealed Bid Cost Form (Attachment 3) Material information and specifications must be included (i.e. asphalt material, subgrade component, etc.) • estimated work schedule with proposed start/completion dates.
	3	<ul style="list-style-type: none"> • Profile of Firm Form (Attachment 4) • Form of Non-Collusive Affidavit (Attachment 5)
	4	<ul style="list-style-type: none"> • Understanding of the Scope of services and work to be performed • Contractor/Sub-Contractor Information with Business Enterprise Verification (Attachment 6)
	5	<ul style="list-style-type: none"> • Bid Bond or Bid Guarantee
	6	<ul style="list-style-type: none"> • References: <i>The Respondent shall submit a minimum of three (3) references</i>, including Public Housing Agencies. For each reference, please list Company/Agency name, mailing address, contact person, telephone and email address; contract amount, completion date and a brief description of the work completed. References must be recent, within the previous 24 months and/or current clients. The Respondent shall submit a listing of former or current clients, including any Public Housing Agencies, for whom the Respondent has performed similar or like services to those being proposed herein.
	7	<ul style="list-style-type: none"> • Section 3 Certification for Business Concerns seeking Section 3 Business Preference (Attachment 7, Optional) • HUD-5369-A: Representations, Certifications and Other Statements of Bidders (Attachment 10)
	8	<ul style="list-style-type: none"> • Other Information (Optional)

BUSINESS NAME: _____

BY: _____ DATE: _____
(Signature of Official Company Representative)

Print Name: _____ Title: _____

Request for Sealed Bid Cost Form
IFB 2023-58: Fire Restoration and Unit Modification
1678, 1674, 1670, & 1666 Dora Street, Dos Palos

The undersigned, having familiarized themselves with the project conditions and scope affecting the cost of work as issued by The Housing Authority of the County of Merced (Authority), hereby submits bid to furnish all labor, tools, materials, equipment, personnel, supervision, machinery, permits and services, including utility and transportation services, necessary to satisfactorily complete all work required as stated in the IFB 2023-58: Fire Restoration and Unit Modification, 1666, 1670, 1674, 1678 Dora Street, Dos Palos.

BASE BID: I hereby submit to complete the work as described in the bid documents and Scope of work for the amount of \$_____ Dollars/Cents (\$_____).

Addenda/Addendum Acknowledgement

Please acknowledge receipt of addenda/addendum by initialing/date below*:

	Initials	Date issued
# _____	_____	_____
# _____	_____	_____
# _____	_____	_____

SUBCONTRACTOR LIST: *Provide Names, addresses, license numbers and trades of all subcontractors.*

☐ Check here if no subcontractors will be used.

SUBCONTRACTOR	LICENSE #	TRADE

****Attach additional sheets of paper if needed.***

Labor Breakdown (Prime/General and Subcontractors): Please list **all** labor classification/s that will be utilized for this project, the estimated number of hours per classification, *lowest* hourly wage rate per classification, and hourly fringe benefit per classification in the table below.

****Attach additional sheets of paper if needed:***

LABOR CLASSIFICATION	NUMBER of HOURS (estimated)	HOURLY WAGE RATE (lowest/classification)	FRINGE BENEFITS** (lowest/per hour/classification)
<i>EXAMPLE: roofer</i>	<i>450</i>	<i>\$25.00</i>	<i>\$10.00</i>

*****Fringe benefit amount may be \$0.00***

In submitting this bid it is understood that the Authority reserves the right to sole and exclusive judgment in the determination of the qualifications of the bidder. Furthermore, the Authority reserves the right to reject any and all bids and further reserves the right to waive any informalities or irregularities in the bids or to accept or select any bid that the Authority, in its sole and absolute discretion, determines best meets its needs.

BUSINESS NAME: _____

DATE: _____

BY: _____
(Signature of Official Company Representative)

PROFILE OF FIRM FORM

1. Prime _____ Sub-contractor _____

2. Name of Firm: _____

Contact Person: _____

Telephone: _____ Cell: _____

Fax: _____ Email: _____

Secondary Email: _____

3. Street Address, City, State, Zip:

4. Mailing Address, City, State, Zip (if different)

5. Please attached a brief biography/resume of the company, including the following information:

a) Year Firm Established; (b) Former Business Name and Year Established
(if applicable)

6. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

7. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

8. Proposer 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 (Male) _____%
 ☐ Caucasian (Female) _____%
 ☐ Public-Held Corporation _____%
 ☐ Government Agency _____%
 ☐ Non-Profit Organization _____%

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:

☐ Resident-Owned _____%
 ☐ African American _____%
 ☐ Native American _____%
 ☐ Hispanic _____%
 ☐ Asian/Pacific Islander _____%
 ☐ Woman-Owned (MBE) _____%

☐ Disabled Veteran _____%
 ☐ Other (Specify): _____%

WMBE Certification Number: _____

Certified by (Agency): _____

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

9. Federal Tax ID No.: _____

10. City/County Business Licenses:

- a. City of Merced License # _____
- b. City of Atwater License # _____
- c. City of Livingston License # _____
- d. City of Los Banos License # _____
- e. City of Dos Palos License # _____
- f. County of Merced License # _____

11. State of California Contractor's License/Registration Type(s) and #.: _____

12. Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

13. General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

14. Automobile Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

15. 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?

No ☐ Yes ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

16. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner, Officer and/or Employee(s) of the HA?

No ☐ Yes ☐ If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

17. Verification Statement: The undersigned proposer 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 HA discovers that any information entered herein is false, that shall entitle the HA to not consider nor make award or to cancel any award with the undersigned party.

Signature

Date

Printed Name

Company

FORM OF NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn, deposes and says:
(name of signer)

That he/she, is the _____ (a/an owner, partner, officer of the firm, etc.) the party making 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 the 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; 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 the 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

That I have examined and carefully prepared this proposal from specifications, and have checked the same in detail before submitting this proposal; that the undersigned is duly authorized to make this affidavit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF BIDDER:
if bidder is an individual
SIGNATURE OF PARTNER:
if bidder is a partnership;
SIGNATURE OF OFFICER:
if bidder is a corporation;

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of _____ }
County of _____ } §

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, _____, by

(1) _____ ,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.)
(,) (and

(2) _____ ,
(Name of Signer)

Proved to me on the basis of satisfactory evidence to be the person who appeared before me)

Signature _____
(Signature of Notary Public)

(Seal)

My commission expires _____, 20_____.

Contractor/Sub-Contractor Information (with Business Enterprise Verification)

Dear Contractor,

Please provide the information below:

Company Name: _____

Owner/President Name: _____

Co-Owner/Vice President Name: _____

Business/Contractor License #: _____

Contractor Section 3 Status: No _____ Yes _____

Sub-Contractor Company Name: _____

Sub-Contractor Owner/President Name: _____

Sub-Contractor Co-Owner/Vice President Name: _____

Sub-Contractor Business/Contractor License #: _____

Sub- Contractor Section 3 Status: No _____ Yes _____

Contractor must check all that apply or Not Applicable:

- A. Small Business Enterprise (SBE): _____
- B. Disadvantaged Business Enterprise (DBE): _____
- C. Minority-Owned Business Enterprise (MBE) please check below:
 - 1. White Americans _____
 - 2. Black Americans _____
 - 3. Native Americans _____
 - 4. Hispanic Americans _____
 - 5. Asians/Pacific Americans _____
 - 6. Hasidic Jews _____
- D. Woman-Owned Business Enterprise (WBE): _____
- E. Not Applicable: _____

Thank you for your cooperation!

SECTION 3 CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|--|
| <input type="checkbox"/> Copy of Articles of Incorporation
<input type="checkbox"/> Assumed Business Name Certificate
<input type="checkbox"/> List of owners/stockholder and % of each
<input type="checkbox"/> Latest Board minutes appointing officers
<input type="checkbox"/> Organization chart with names and titles and brief functional statement | <input type="checkbox"/> Certificate of Good Standing
<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Corporation Annual Report
<input type="checkbox"/> Additional documentation |
|--|--|

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|---|
| <input type="checkbox"/> List of all current full-time employees
<input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> List of all employees claiming Section 3 status
<input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |
|--|---|

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- | | |
|---|--|
| <input type="checkbox"/> Current financial statement
<input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of owned equipment
<input type="checkbox"/> List of all contracts for the past 2 years with public policy |
|---|--|

Corporate Seal

AUTHORIZING NAME AND SIGNATURE:

Title

Date

Signature

Printed Name

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number of All Contracts Proposed: _____

Name of Company: _____

Dollar Value of All Contracts Proposed: _____

Project: _____

To the Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Bid to Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline the Program to Achieve These Goals for Economically and Socially Disadvantaged:

NOTE: To Complete the Affirmative Action Plan, Follow Steps Outlines in Attached Exhibit.

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

SECTION 3 BUSINESS PREFERENCE CLAUSE

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The HA has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the HA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the HA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit

INSURANCE REQUIREMENTS FOR CONTRACTORS

—WITH CONSTRUCTION RISKS—

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Contractor, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE, Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 10 01).
2. Insurance Services Office Additional Insured form (CG 20 37 or CG 20 26).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (any auto), **required if scope of work includes driving on Authority property.**
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Builder's Risk insurance coverage for all risks of loss (in compliance with HUD guidelines).

MINIMUM LIMITS OF INSURANCE, Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. **If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.**
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (statutory) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.

4. Builder's Risk: Completed value of the project.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

5. Builder's Risk policies shall contain the following provisions:

- a. The Authority shall be named as loss payee.
- b. The insurer shall waive all rights of subrogation against the Authority, its officers, officials, employees and volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than B+:VI. Bidders must provide written verification of their insurer's rating.

VERIFICATION OF COVERAGE

Contractor shall furnish the Authority with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Authority in sufficient time before work commences to permit Contractor to remedy any deficiencies. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractor's work begins. All coverages for sub-contractors shall be subject to all of the requirements stated above. **If a subcontractor will be hired to perform hazardous material remediation, that sub-contractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.**

NOTE: The General Contractor's Commercial General Liability insurance **should not include CG 2294 or CG 2295** as these endorsements will eliminate the General Contractor's insurance coverage for its work where the damaged work or the work out of which the damage arises was performed by a sub-contractor.

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

**Housing Authority of the County
of Merced
ATTN: Contracting Officer
405 U Street
Merced, CA. 95341**

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

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

8. Contract Award

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

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

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

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

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

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

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

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

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

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

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

☒ (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[X] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

7. Small, Minority, Women-Owned Business Concern Representation

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

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

(b) ☐ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

Applicability. This form is applicable to any
construction/development contract greater than \$250,000.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA 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.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, 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.
- (c) "Contracting Officer" means the person delegated the authority by the PHA 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 the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (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 the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [100%] (12 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 PHA.
- (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.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. 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.
- (e) 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.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) 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 PHA 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.
- (h) 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. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA 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 PHA 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 PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (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.

6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract 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 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 PHA. 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 time specified in the Contract. 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.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location 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 PHA, 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 PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA 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.

8. 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 PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, 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.

9. 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 PHA 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 PHA 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 PHA'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 PHA 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 PHA 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.

10. 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.

11. 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, 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.
- (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, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, 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 PHA 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 retesting 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.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. 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 regulations as amended by any

waivers. 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.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (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 PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

(a) 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 as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on 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 report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. 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 PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. 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 PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

(a) The PHA 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 PHA or, where the utility is produced by the PHA, 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 PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. 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 site, 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 **Construction** 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 save harmless the PHA 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 PHA 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.

17. 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 PHA. 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.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA 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 PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA 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 PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA 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 PHA 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 reinspection or retest necessary. The PHA 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 PHA 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 PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. 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 PHA 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 PHA, 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 **Construction PHA** 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 PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA 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 PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA 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 PHA 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 PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA 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 PHA'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 without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good 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.

23. Warranty of

- (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 1-Year (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA 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 PHA 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 PHA-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 PHA 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 PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA 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 PHA nor for the repair of any damage that results from any defect in PHA 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 PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

this contract within 100 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

accordance with the terms and conditions of the

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.

27. Payments

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA 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 PHA 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 price 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 HUD. 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 price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 14 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 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

subcontract.

Name: _____

Title: _____

Date: _____

- (f) Except as otherwise provided in State law, the PHA shall

payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA 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 PHA shall reinstate the ten (10) 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 to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, 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 PHA 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 PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA 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 PHA 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 PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under 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 PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. 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 PHA.
- (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.

31. Disputes

- (a) "Claim," as used in this clause, 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. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
- (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 100 [Contracting Officer insert amount] for each day of delay. 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 PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for

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

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount]

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

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

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. 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 contract or 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 enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (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 PHA or between the subcontractor and HUD.

38. 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.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

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(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

No member, officer, or employee of the PHA, 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 PHA 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.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. 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 PHA harmless from loss on account thereof; except that the PHA 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.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their 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 PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
 - (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. 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.