

**IFB DOCUMENT  
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**INVITATION FOR BIDS (IFB) NO. IFB – 24129-314 - De Anza Gardens Stair & Handrail Project**

**INTRODUCTION**

The Housing Authority of the County of Contra Costa (hereinafter, “HACCC”) is a public entity that provides federally subsidized housing and housing assistance to low-income families, within the County of Contra Costa. HACCC is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, “CFR”) and HACCC’s procurement policy.

Currently, HACCC owns multi-family apartment complexes totaling 1,179 units and manages approximately 6,300 Section 8 Housing Choice Vouchers. The Agency currently has approximately 85 employees.

In keeping with its mandate to provide efficient and effective services, HACCC is now soliciting an Invitation for Bid (IFB) from qualified, licensed, and insured entities to provide services to HACCC as listed below. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

**IFB INFORMATION AT A GLANCE**

[Table No. 2]

|  |
|--|
| <b>Accessing the IFB Solicitation</b>  |
| All solicitations are posted on our website at <a href="http://www.contracostahousing.org">www.contracostahousing.org</a> and on our internet e-Procurement System at <a href="http://ha.economicengine.com">ha.economicengine.com</a> . In order to <b>review and submit proposal pricing</b> for our solicitations, you must first register for free access to review and submit pricing and bid documents for <u>HACCC solicitations at <a href="http://ha.economicengine.com">ha.economicengine.com</a></u> . (HACCC Company ID: 11057.) If you have any problems registering or using the internet e-Procurement System, contact the site administrator at 1-859-335-5306 or via email at <a href="mailto:Larry.t.hancock@gmail.com">Larry.t.hancock@gmail.com</a> .  |
| <b>Responding to the IFB Solicitation - Questions</b>  |
| After the Bidwalk has concluded, questions pertaining to our solicitation shall be addressed via the internet e-Procurement System. Once a question is posted by a potential bidder, a response will be sent in the form of a numbered addendum for all bidders to receive and review.   |
| <b>Responding to the IFB Solicitation - Entry of Proposed Fees/Costs</b>   |
| As directed within Section 7.2 of the IFB document, bidders must submit proposed pricing through our internet e-Procurement System as referenced in the above section " <u>Accessing the IFB Solicitation</u> ". HACCC will not accept proposed pricing verbally, by mail, telephone, or fax!  |
| <b>Responding to the IFB Solicitation – “Digital Documents” and “Pricing” Submission</b>   |
| Always follow HACCC instructions in the solicitation documents, along with any addenda when responding. Failure to do so may disqualify your bid response. To attach documents, open the solicitation, check the gray box near the bottom of the solicitation that says, “Respond – Will Bid”. Follow the instructions in the “Attach Documents” area and “Revise the Response” to add or delete any information regarding your bid documents. After you review your bid submission, click on the “Confirm Response” link and you will get confirmation number/letters at the top of the page.<br><br>As a contractor/vendor, you can revise your response at any time prior to the solicitation deadline date/time, by logging in and clicking on the title of the solicitation, clicking on “View Response”, and then on “Revise Response”. <b><u>(Do Not Include Any Pricing Within Any Digital Documents You Are Submitting as Part of Your Proposal)</u></b> . Pricing must only be submitted where you are requested to do so. If you have any questions regarding any part of this “how to” process, contact e-Procurement customer Support at 1-866-526-9266, 1-866-526-0160 or <a href="http://ha.internationaleprocurement.com">ha.internationaleprocurement.com</a> |



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If you have questions regarding the solicitation itself, you must submit your questions online via the solicitation ([ha.internationaleprocurement.com](http://ha.internationaleprocurement.com)) as they will be answered online via the solicitation. When a question is asked and answered, all contractors/vendors viewing the solicitation will be able to view the same question and response and it will be posted in the solicitation as a numbered addendum.

**HACCC Contact Person for Procurement & Solicitations**

The HACCC contracting officer for this IFB is:  
Julian Ignacio, Purchasing Agent  
Email: [jjignacio@contracostahousing.org](mailto:jjignacio@contracostahousing.org)

**HACCC Contact for Project Information**

Ted Ancheta, Housing Rehabilitation Officer  
Email: [tancheta@contracostahousing.org](mailto:tancheta@contracostahousing.org)

**Bidwalk – Tour of De Anza Gardens**

**June 5th, 2024, at 10:00AM**

HACCC Property De Anza Gardens  
205 Pueblo Ave Buildings 300, 410 & 605  
Baypoint, CA 94565

ATTENTION: In order to slow the spread of the more contagious Delta variant of COVID-19, all people, regardless of vaccination status, are required to social distance 6ft apart and wear face coverings at all times during this bidwalk.

**Bid Submittal Due Date & Time**

**Pricing and Digital Bid Documents must be received no later than 2:00 P.M. (Pacific Time) on June 21st, 2024. Bids received after the date and timeline will not be considered.**



- 1.0 HACCC’S RESERVATION OF RIGHTS:** The Agency reserves the right to:
- 1.1 **Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by HACCC to be in its best interests.
  - 1.2 **Right to Not Award.** Not to award a contract pursuant to this IFB.
  - 1.3 **Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
  - 1.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
  - 1.5 **Right to Retain Bids.** Retain all bids submitted and do not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of HACCC Contracting Officer (CO)/Purchasing Agent (PA).
  - 1.6 **Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
  - 1.7 **Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
  - 1.8 **No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
  - 1.9 **Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing our internet e-Procurement System and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within our internet e-Procurement System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACCC that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACCC, but not the prospective bidder, of any responsibility pertaining to such an issue.
  - 1.10 **Right to Reject - Obtaining Competitive Solicitation Documents.** The e-Procurement Marketplace is the only official and appropriate venue to obtain the IFB documents (and any other information pertaining to this IFB such as addenda). Accordingly, by submitting a response to this IFB the respondent thereby affirms that he/she obtained all information on the e-Procurement Marketplace. Any other group such as an association or a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the e-Procurement Marketplace to obtain the documents. HACCC will reject, without consideration, any response submitted from a firm that has not obtained the documents from the e-Procurement Marketplace.



**2.0 SCOPE OF WORK & (Buildings 300, 410 & 605 Location):** See Attachment D

**3.0 GENERAL CONDITIONS**

- 3.1 **Standards:** All ensuing work by the successful bidder shall be performed pursuant to standards and codes set by the County of Contra Costa Fire Department, NFPA Standards and the State Fire Marshall. In addition, all work provided by the Contractor pursuant to the ensuing contract shall be completed pursuant to all applicable local codes and all applicable State Statute and Federal regulations.
- 3.2 **Additional Work:** Additional work shall be performed by the Contractor only if HACCC has given prior written permission to do so. All such work shall be at HACCC's expense unless such damage or problem was necessitated by the actions or lack of action of the Contractor.
- 3.3 **Drawings/Lists:** Any drawings or lists provided herein or at any time during the contract period are provided as an aid only to the prospective bidders. It is the responsibility of each bidder to carefully inspect the premises listed and to notify HACCC, in writing, of any discrepancies in the drawings or lists provided. (See **Attachment J - Architectural Drawings**)
- 3.4 **Reports:** It shall be the responsibility of the Contractor to complete, in a legible fashion, any required reports. Copies of such reports must be delivered to the HACCC Project Manager within 10 days of completion of such event, and shall be delivered by the Contractor, as required by any code, law or regulation, to all applicable local, State or Federal agencies.
- 3.5 **Written Approval:** The Contractor shall obtain from the HACCC Project Manager, written approval to proceed with any work prior to commencing such work. Failure to abide by this requirement shall cause the Contractor to be fully liable and financially responsible for the work performed, which means that HACCC shall have no obligation to pay for the work performed, in which case the Contractor shall not be allowed to reverse the work.
- 3.6 **Signatures:** Whenever the contractor completes work at an HACCC site, he/she shall obtain the signature of the HACCC Project Manager showing that the work was completed in a satisfactory manner. A copy of this document shall accompany the related billing invoice.
- 3.7 **Invoicing & Payments:** To receive payments due, submit invoices of completed work to the address of HACCC, P.O. Box 2759, Martinez, CA 94553. Payment terms are on a net/30-day basis, from receipt of an approvable invoice, and shall be formatted as follows:
- Contractor name, address, and telephone number;
  - Contractor invoice, with HACCC purchase order and/or contract number;
  - Detail of services being invoiced, work-site location, and date of service;
  - Name of HACCC Project Manager or Contact Name.
- 3.8 **Emergency Situations:** The Contractor must inform HACCC Project Manager immediately of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the Contractor.
- 3.9 **Sub-Contracting:** Unless prior written permission is given by HACCC, all work performed by the Contractor shall be performed by the Contractor only and shall not be sub-contracted to another firm. HACCC reserves the right to not grant such approval.



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3.10 **Normal Business Hours:** Unless prior written permission is given by HACCC, all work will be performed and completed during normal business hours (Monday through Thursday excluding Holidays, 7:30 a.m. to 4:30 p.m. Pacific Time).

**4.0 SUBMISSION REQUIREMENTS:**

4.1 Please submit your bid submittal in an electronic digital format. Note that this can be as simple as uploading an entire bid submittal, without pricing, as an attachment consistent with the guidelines given. Upload a page that identifies separation for each of the sections listed under Section 7.0 Bid Format (Tabs#1- #9). In addition, for Item 7.2.1 (pricing Items), please indicate in your digital submittal that you have successfully uploaded your fee schedule to the e-Procurement website (but do not include your fee schedule in your digital submittal documents).

**5.0 INSURANCE & LICENSING REQUIREMENTS FOR THE SUCCESSFUL BIDDER(s):**

Prior to award (but not as a part of the bid submission) the *successful bidder(s)* will be required to provide the requested insurance documents. Required insurance amounts will be maintained for the duration of the contract by the contractor. (See **Attachment H** for all HACCC Insurance Requirements for Contractors.)

5.1 A valid, current, and original certificate evidencing industrial (Worker's Compensation) insurance carrier and coverage amount; This document will come directly from your insurance agent to the HACCC Director of General Services.

5.2 A valid, current, and original certificate evidencing General Liability Insurance, together with the appropriate endorsement to said policy reflecting the addition of HACCC as an additional insured under said policy. This document will come directly from your insurance agent to the HACCC Director of General Services.

5.3 A valid, current, and original certificate evidencing Automobile Insurance, together with the appropriate endorsement to said policy reflecting the addition of HACCC as an additional insured under said policy. This document will come directly from your insurance agent to the HACCC Director of General Services.

5.4 A copy of the Business License allowing the bidder to provide such services within Contra Costa County and/or the appropriate city/locality for the project location;

5.5 A copy of the Contractor License/s issued by the State of California allowing the bidder to provide the services detailed herein.

5.6 A valid and current W-9 Document (Taxpayer ID number and Certification) of the successful bidder.

5.7 The requested related information shall also be entered where provided on the Profile of Firm Form which will be included in Tab #3. (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates/documents from the successful bidder only, prior to contract execution).

**6.0 STATE OF CALIFORNIA PREVAILING WAGE RATES:** This project is funded by state sources, and as such, calls for compliance with state labor standards provisions as administered by the State of California Department of Industrial Relations, requiring prime and subcontractors pay wages to workers compensated at the State of California Prevailing Wage Rate as set forth in the contract documents.



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- 6.1 The Contractor is required to pay the workers **no less** than the wage rate as designated. If the awarded Contractor does not pay fringe benefits, the fringe benefits amount must be added onto the basic hourly rate. (See **Attachment L** for State of California Prevailing Wage Rate)





**7.0 BID FORMAT:**

7.1 **Tabbed Bid Submittal:** So that HACCC can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted as follows. Each category must be separated by the numbered tabs and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement HACCC has published herein or has issued by addendum. **Pricing and all bid documents must be submitted via our e-Procurement system.**

[Table No. 3]

| TAB #1 |   |
|--------|---|
| #1     | <b>Form of Proposal:</b> This Form is attached hereto as <u>Attachment A</u> to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.   |
| TAB #2 |   |
| #2     | <b>Profile of Firm Form:</b> The Profile of Firm Form is attached hereto as <u>Attachment B</u> to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the bid submittal.   |
| TAB #3 |   |
| #3     | <b>Designation of Subcontractors:</b> This Form is attached hereto as <u>Attachment C-1</u> to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and <b>submitted under tab #8 as a part of the bid submittal</b> . If no subcontractors are to be used, then state “No Subcontractors” and sign the document. |
| #3     | <b>Affidavit:</b> This Form is attached hereto as <u>Attachment C-2</u> to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.  |
| #3     | <b>Standard Form 24 (8/31/2022) Bid Bond:</b> This Form is attached hereto as <u>Attachment C-3</u> to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. The Bid Bond will be 5% of the total bid.  |
| #3     | <b>Standard Form 25 (8/31/2022) Performance Bond:</b> This Form is attached hereto as <u>Attachment C-4</u> to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. The Performance Bond will be 100% of the total bid.                              |
| #3     | <b>Standard Form 25A (8/31/2022) Payment Bond:</b> This Form is attached hereto as <u>Attachment C-5</u> to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal. The Payment Bond will be 100% of the total bid.                                     |
| TAB #4 |   |
| #4     | <b>Proposed Services:</b> As more fully detailed within Section 2.0, <i>Scope of Work</i> , of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: (it is anticipated that the documentation submitted to show following shall be no more than 1 or perhaps 2 pages):    |



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|                               |  |
|-------------------------------|--|
| <p>#4</p> <p>#4</p> <p>#4</p> | <ul style="list-style-type: none"> <li>• The bidder’s Demonstrated Understanding of HACCC's Requirements.</li> <li>• The bidder’s Technical Approach (including, if appropriate, labor categories, estimated hours and skill mix) and the bidder’s proposed Work Plan to provide the required services.</li> <li>• The bidder’s Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).</li> <li>• The bidder’s Demonstrated Experience in performing similar work and the bidder’s Demonstrated Successful Past Performance (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation.</li> <li>• The proposed quality control program;</li> <li>• An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);</li> <li>• A complete description of the products and services the firm provides.</li> </ul> |
| <p><b>TAB #5</b></p>          |  |
| <p>#5</p>                     | <p><b>Managerial Capacity/Financial Viability:</b> The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of <b>Attachment B, Profile of Firm Form</b>. Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.</p>  |
| <p><b>TAB #6</b></p>          |  |
| <p>#6</p> <p>#6</p>           | <p><b>Client Information:</b> The bidder shall submit a listing of former or current clients, including Public Housing Agencies, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:</p> <ul style="list-style-type: none"> <li>• The client's name;</li> <li>• The client's contact name;</li> <li>• The client's telephone number;</li> <li>• The client's email address;</li> <li>• A brief description and scope of the service(s) and the dates the services were provided;</li> </ul>   |
| <p><b>TAB #7</b></p>          |  |
| <p>#7</p>                     | <p><b>Equal Employment Opportunity:</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.</p>   |
| <p><b>TAB #8</b></p>          |  |
| <p>#8</p>                     | <p><b>Sub-Contractor/Joint Venture Information (Optional Item):</b> The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. Submit <b>Attachment C-1</b> under this tab #8.</p>  |



**TAB #9**

#9 **Other Information (Optional Item):** The bidder may include hereunder any other general information that the bidder believes is appropriate to assist HACCC in its evaluation. Do Not submit any pricing information under this tab.

7.1.1 **All Tabs Must Be Included:** If no information is to be placed under a given tab (especially the "Optional" tabs), please place a page containing a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

7.2 **Entry of Proposed Fees/Costs:** The proposed fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services and shall be submitted by the bidder and received by HACCC where provided on our internet e-Procurement System only. Do not submit, enter or refer to any fees or costs within the 9-tab bid submittal detailed within Section 7.1 — any bidder that does so may be rejected without further consideration.



**Contractor Must Submit Pricing for Each Line Item via e-Procurement System Only.**

**7.2.1 Pricing Items: Lot #1:**

**Line Item #1 - General Contractor Labor**

**Line Item #2 - Sub-Contractor Labor**

**Line Item #3 – Materials & Tax**

**Line Item #4 - Permits & Fees**

**Line Item #5 - Business License**

**Line Item #6 - Overhead & Profit**

**7.2.2 Determination of the Lowest Calculated Cost:** After a bidder has entered where provided within our internet e-Procurement System his/her proposed unit costs for each of the above detailed Pricing Items, the System will automatically multiply the proposed unit costs by the listed quantities. The total sum of the extended total of all Pricing Line Items shall be the Total Calculated Cost used in the evaluation of this bid.

**7.2.3 Quantities:** All quantities entered within the preceding table of pricing items and within the corresponding list of Pricing Items on our internet e-Procurement System are for calculating purposes only. HACCC has set these quantities based on its best estimates, but such amounts are not to be interpreted as a guaranteed amount. In any case, HACCC reserves the right to, at its own discretion, order any amount of services it needs.

**7.2.4 Submission Conditions:** DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to HACCC by the bidder, such may invalidate that bid. If, after accepting such a bid, HACCC decides that any such entry has not changed the intent of the bid that HACCC intended to receive, HACCC may accept the bid and the bid shall be considered by HACCC as if those additional marks, notations or requirements were not entered on such. By accessing our internet e-Procurement System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that HACCC delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

**7.2.5 Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by HACCC, including the IFB document, the documents listed within the following Section 7.6, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the



bidder not authorized in writing by the CO/PA to exclude any of HACCC requirements contained within the documents may cause that bidder to not be considered for award.

- 7.3 **Bidder’s Responsibilities—Contact With HACCC:** After the Bidwalk has concluded, it is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB solicitation to the CO/PA only. Bidders must not make inquiry or communicate with any other HACCC staff member or official pertaining to this IFB. Questions must be asked via the e-Procurement system and all answers to the questions will be answered in the form of a numbered addendum and posted on the e-Procurement system for all bidders to review. Failure to abide by this requirement may cause HACCC to not consider a bid submittal received from any bidder who may have not abided by this directive.
- 7.4 **Addendums:** All questions and requests for information must be addressed in writing to the CO/PA via our internet e-Procurement System. The CO/PA will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents) via our internet e-Procurement System. During the IFB solicitation process, the CO/PA will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the IFB are made—between HACCC and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO/PA — it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO/PA may not respond to the prospective bidder’s inquiries but will direct him/her to submit such inquiry in writing so that the CO/PA may more fairly respond to all prospective bidders in writing by addendum via our internet e-Procurement System.
- 7.5 **Pre-bid Bidwalk:** The scheduled pre-bid conference identified on Page 4 of this document is pursuant to HUD regulation. **Attendance is not mandatory.** Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-bid conference. Typically, such conferences last 1 hour, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference HACCC Project Manager will conduct a brief overview of the IFB documents, including the attachments. Whereas the purpose of this conference is to view the buildings to be re-modeled and review the IFB documents, attendees should bring a copy of the IFB documents to this conference. **HACCC will not distribute any copies of the IFB documents at this conference.**

7.5.1 **Pre-bid Conference (Bidwalk) Location:**

Address: HACCC Property De Anza Gardens  
205 Pueblo Ave Buildings 300, 410 & 605  
Baypoint, CA 94565  
Time: 10:00am



**INVITATION FOR BIDS (IFB) NO. IFB – 24129-314 - De Anza Gardens Stair & Handrail Project**

7.6 **Recap of Attachments:** It is the responsibility of each bidder to verify that he/she has downloaded the solicitation and the following attachments pertaining to this IFB, which are hereby, by reference, included as a part of this IFB:

**[Table No. 4]**

| <b>Attachment</b> | <b>Description</b>  |
|-------------------|---|
| A                 | Form of Proposal (Submit under Tab#1)   |
| B                 | Profile of Firm (Submit under Tab#2)  |
| C-1               | Designation of Subcontractors (Submit under Tab #8)   |
| C-2               | Affidavit (Notarized) (Submit under Tab #3)   |
|                   |   |
| C-3               | Standard Form 24 Bid Bond – 5% of Bid (8/31/2022) (Submit under Tab #3)   |
| C-4               | Standard Form 25 Performance Bond – 100% of Bid (8/31/2022) (Submit under Tab #3)   |
| C-5               | Standard Form 25A Payment Bond – 100% of Bid (8/31/2022) (Submit under Tab #3)  |
| D                 | Scope of Work   |
| E                 | Site Map  |
| F                 | Vicinity Map  |
| G                 | Special Conditions  |
| H                 | HACCC Insurance Requirements for Contractors  |
| I                 | HACCC Sample Contract Forms<br>- Notice of Termination (Convenience<br>- Notice of Termination (Default) (cont.)<br>- Certificate and Release |
| J                 | Architectural Drawings  |
| K                 | Stairway Pictures   |
| L                 | State of California Prevailing Wage Rate  |
|                   |   |

**8.0 BID EVALUATION:**

8.1 **Public Viewing (via our internet e-Procurement system):** All **bid prices** for this project will be submitted online via our internet e-Procurement System. The bid submittal will be submitted as a digital document. The bid submittal will not be made available for inspection by anyone at this time; HACCC will review all bids in detail and will, in a timely manner, notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not responsible. Bids will be available for inspection by the public after the award has been completed via our internet e-Procurement system.

8.1.1 **Ties:** In the case of bids, the award shall be decided by “drawing lots or other random means of selection.”



- 8.2 **Responsive Evaluation:** After the bid opening via the internet e-Procurement System, the bid submittals received will be evaluated for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by HACCC in a timely manner.
- 8.3 **Responsible Evaluation:** HACCC will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e., a firm that is qualified, responsible and able to provide to HACCC the required services). If HACCC ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance, and resources to provide the required services, HACCC may proceed with the award. If HACCC determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by HACCC in a timely manner; in such case HACCC may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 8.3.1 Depending on the amount of the award, it is possible that HACCC may take the contract award to the HACCC Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder.
- 8.4 **Restrictions:** All persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

## 9.0 CONTRACT AWARD:

- 9.1 **Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.
- 9.2 **Contract Award Procedure:** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:
- 9.2.1 By completing, executing and submitting a bid, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by HACCC, either in hard copy or on our internet e-Procurement System, including an agreement to execute the attached Sample Contract form **Attachment I**." Accordingly, HACCC has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case HACCC has no power or authority to negotiate any clauses contained within any attached HUD documents.
- 9.3 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACCC pursuant to this IFB:
- 9.3.1 **Contract Form:** HACCC will not execute a contract on the successful bidder's form--contracts will only be executed on HACCC forms (please see the Sample Contract under **Attachment I**), and by submitting a bid the successful bidder agrees to do so (please note that HACCC reserves the right to amend this form as HACCC deems necessary). However, HACCC will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for HACCC to do so; but the failure of HACCC to include such clauses does not give the successful bidder the right to refuse to execute HACCC's contract form. It is the responsibility of each prospective bidder to notify HACCC, in



writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. HACCC will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by HACCC's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

9.3.1.1 Please note that HACCC has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the State of CA forms included as a part of this IFB.

**9.4 Assignment of Personnel:** HACCC shall retain the right to demand and receive a change in personnel assigned to the work if HACCC believes that such change is in the best interest of HACCC and the completion of the contracted work.

9.4.1 **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to selling or transferring the contract) without the prior written consent of the CO/PA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO/PA shall be void and may result in the cancellation of the contract with HACCC, or may result in the full or partial forfeiture of funds paid to the successful bidder, as a result of the proposed contract; either as determined by the CO/PA.

**9.5 Contract Period:** HACCC anticipates that it will initially award a contract for the period of **ninety calendar (90) days** once the start date for work has been determined.

**9.6 Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.





# **ATTACHMENT A**

*Form of Proposal*

**FORM OF PROPOSAL**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

**Instructions: Unless otherwise specifically required, the items listed below must be completed and 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 "hard copy" proposal submittal submitted by the proposer.**

| <b>X=ITEM INCLUDED</b> | <b>SUBMITTAL ITEMS</b>  |
|------------------------|---|
| _____                  | <b>Tab 1 Form of Proposal</b>   |
| _____                  | <b>Tab 2 Standard Form SF-LLL Disclosure of Lobbying Activities</b>         |
| _____                  | <b>Tab 2 Bid Bond Form</b>  |
| _____                  | <b>Tab 2 Affidavit Form (Notarized)</b>                                     |
| _____                  | <b>Tab 3 Profile of Firm Form</b>   |
| _____                  | <b>Tab 4 Proposed Services</b>  |
| _____                  | <b>Tab 5 Managerial Capacity/Financial Viability</b>                        |
| _____                  | <b>Tab 6 Client Information</b>   |
| _____                  | <b>Tab 7 Equal Employment Opportunity (Contractor Employment Policy)</b>    |
| _____                  | <b>Tab 8 Designation of Sub-Contractors Form (Optional Item) Attachment</b> |
| _____                  | <b>Tab 9 Other Information (Optional Item)</b>                              |

**PROPOSER'S STATEMENT**

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACCC discovers that any information entered herein to be false, such shall entitle HACCC to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted e-Procurement System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACCC, either in hard copy or on the noted e-Procurement System, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Form of Proposal, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACCC with the services described herein for the fee(s) entered within the areas provided within the noted e-Procurement System pertaining to this IFB.

\_\_\_\_\_  
Signature    Date    Printed Name    Company

# **ATTACHMENT B**

## *Profile of Firm*

## PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

- (1) Prime \_\_\_\_ Sub-contractor \_\_\_\_ (This form must be completed by and for each).
- (2) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- (3) Street Address, City, State, Zip: \_\_\_\_\_
- (4) Please attach a brief biography/resume of the company, including the following information:  
 (a) Year Firm Established; (b) Year Firm Established in [JURISDICTION]; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).
- (5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

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

- (6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

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

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

Caucasian American (Male) \_\_\_\_\_%     
  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 American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_  
 Certified by (Agency): \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO BID - ENTER IF AVAILABLE)

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

**PROFILE OF FIRM FORM**

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

- (8) Federal Tax ID No.: \_\_\_\_\_
- (9) [APPROPRIATE JURISDICTION] Business License No.: \_\_\_\_\_
- (10) State of \_\_\_\_\_ License Type and No.: \_\_\_\_\_
- (11) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (12) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (13) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- (14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of HACCC? Yes  No   
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.
- (16) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against HACCC or any person interested in the proposed contract; and that all statements in said bid are true.
- (17) Verification Statement: The undersigned bidder hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if HACCC discovers that any information entered herein is false, that shall entitle HACCC to not consider nor make award or to cancel any award with the undersigned party.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

# **ATTACHMENT C-1**

*Designation of Sub-Contractors Form*

**DESIGNATION OF SUBCONTRACTORS - Attachment**

Project Name: De Anza Garden Stair & Handrail Project IFB - 24129-314

CONTRACTOR: \_\_\_\_\_

Project Location: HACCC Property De Anza Gardens  
205 Pueblo Ave Buildings 300, 410 & 605  
Baypoint, CA 94565

ADDRESS: \_\_\_\_\_

NAME OF PERSON  
COMPLETING THIS FORM \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

In compliance with the provisions of the Public Contracts Code of the State of California, each bidder shall type in below the name and location of the mill shop or office of each Subcontractor or fabricator, both first tier and second tier, who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications in an amount in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract in an amount in excess of one-half of one percent of the General Contractor's total bid, he shall be deemed to have agreed to perform such portion himself and shall not be allowed to subcontract that portion of work except under conditions set forth herein.

Subletting or subcontracting of any portion of work to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing by the Public Body.

| Description of Portion of Work | Subcontractor's Name (Include Name of Firm and Name of Owner and/or President) | Subcontractor's Address (City, State, Zip Code) | Phone | Contractor's License No. | Dollar Value of Subcontract |
|--------------------------------|--|---|-------|--------------------------|-----------------------------|
| Demolition                     |  |   |       |                          |                             |
| Framing                        |  |   |       |                          |                             |
| Electrical                     |  |   |       |                          |                             |
| Plumbing                       |  |   |       |                          |                             |
| Sheet Metal                    |  |   |       |                          |                             |
| Mechanical                     |  |   |       |                          |                             |
| Insulation                     |  |   |       |                          |                             |
| Sheetrock                      |  |   |       |                          |                             |

**DESIGNATION OF SUBCONTRACTORS - Attachment**

Project Name: De Anza Garden Stair & Handrail Project IFB - 24129-314

CONTRACTOR: \_\_\_\_\_

Project Location: HACCC Property De Anza Gardens  
205 Pueblo Ave Buildings 300, 410 & 605  
Baypoint, CA 94565

ADDRESS: \_\_\_\_\_

NAME OF PERSON  
COMPLETING THIS FORM \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

| Description of Portion of Work | Subcontractor's Name (Include Name of Firm and Name of Owner and/or President) | Subcontractor's Address (City, State, Zipcode) | Phone | Contractor's License No. | Dollar Value of Subcontract |
|--------------------------------|--|--|-------|--------------------------|-----------------------------|
| Glazing                        |  |  |       |                          |                             |
| Plaster                        |  |  |       |                          |                             |
| Ceramic Tile                   |  |  |       |                          |                             |
| Floor Coverings                |  |  |       |                          |                             |
| Painting                       |  |  |       |                          |                             |
| Finish Carpentry               |  |  |       |                          |                             |
| Cabinets                       |  |  |       |                          |                             |
|                                |  |  |       |                          |                             |
|                                |  |  |       |                          |                             |
|                                |  |  |       |                          |                             |



# **ATTACHMENT C-7**

*Affidavit Form*

**NONCOLLUSION AFFIDAVIT**

In accordance with Public Contract Code §7106. \_\_\_\_\_

(Contractor's full name)

being first duly sworn, deposes and says that he or she is \_\_\_\_\_

(Contractor's title)

of \_\_\_\_\_

(Company's name)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired connived, or agreed with any Contractor or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price submitted by the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Contractor, 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 Proposal are true; and further, that the Contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

**This form must be notarized prior to submission with Proposal.**

Signature:

I assert that I have the requisite authority to bind \_\_\_\_\_ (Contractor Name) in the making of this Affidavit. I am over the age of 18, have personal knowledge of the facts set forth above, and declare that the facts provided in this Affidavit are true and correct in all their representations.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010 at \_\_\_\_\_ (City),  
\_\_\_\_\_ (State);

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

# **ATTACHMENT C-3**

*Standard Form 25 Bid Bond*

|   |   |   |
|---|---|---|
| <b>BID BOND</b><br><i>(See instructions on reverse)</i> | DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i> | <b>OMB Control Number: 9000-0045</b><br><b>Expiration Date: 8/31/2025</b> |
|---|---|---|

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL *(Legal name and business address)*

|                                      |                                      |   |  |
|--------------------------------------|--------------------------------------|---|--|
| TYPE OF ORGANIZATION ("X" one)       |                                      |   |  |
| <input type="checkbox"/> INDIVIDUAL  | <input type="checkbox"/> PARTNERSHIP | <input type="checkbox"/> JOINT VENTURE          |  |
| <input type="checkbox"/> CORPORATION |                                      | <input type="checkbox"/> OTHER <i>(Specify)</i> |  |

STATE OF INCORPORATION

SURETY(IES) *(Name and business address)*

| PENAL SUM OF BOND    |                      |             |            | BID IDENTIFICATION |   |                   |
|----------------------|----------------------|-------------|------------|--------------------|---|-------------------|
| PERCENT OF BID PRICE | AMOUNT NOT TO EXCEED |             |            |                    | BID DATE  | INVITATION NUMBER |
|                      | MILLION(S)           | THOUSAND(S) | HUNDRED(S) | CENTS              | FOR <i>(Construction, Supplies or Services)</i> |                   |
|                      |                      |             |            |                    |   |                   |

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

**PRINCIPAL**

|                                      |  |  |  |                |
|--------------------------------------|--|--|--|----------------|
| SIGNATURE(S)                         | 1. _____<br><div style="text-align: right;">(Seal)</div> | 2. _____<br><div style="text-align: right;">(Seal)</div> | 3. _____<br><div style="text-align: right;">(Seal)</div> | Corporate Seal |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. _____   | 2. _____   | 3. _____   |                |

**INDIVIDUAL SURETY(IES)**

|                           |  |  |
|---------------------------|--|--|
| SIGNATURE(S)              | 1. _____<br><div style="text-align: right;">(Seal)</div> | 2. _____<br><div style="text-align: right;">(Seal)</div> |
| NAME(S)<br><i>(Typed)</i> | 1. _____   | 2. _____   |

**CORPORATE SURETY(IES)**

|                 |                    |          |                        |                      |                |
|-----------------|--------------------|----------|------------------------|----------------------|----------------|
| <b>SURETY A</b> | NAME & ADDRESS     |          | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)       | 1. _____ | 2. _____               |                      |                |
|                 | NAME(S) & TITLE(S) | 1. _____ | 2. _____               |                      |                |



|          |                               |    |                        |                      |                |
|----------|-------------------------------|----|------------------------|----------------------|----------------|
| SURETY B | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| SURETY C | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| SURETY D | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| SURETY E | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| SURETY F | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |
| SURETY G | NAME & ADDRESS                |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|          | SIGNATURE(S)                  | 1. | 2.                     |                      |                |
|          | NAME(S) & TITLE(S)<br>(Typed) | 1. | 2.                     |                      |                |

### INSTRUCTIONS

- This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_dollars).
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.
- In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

# **ATTACHMENT C-4**

*Standard Form 25 Performance Bond*

**PERFORMANCE BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

**OMB Control Number: 9000-0045**  
**Expiration Date: 8/31/2025**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

|  |  |             |                 |       |
|--|--|-------------|-----------------|-------|
| PRINCIPAL (Legal name and business address)    | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify) |             |                 |       |
|  | STATE OF INCORPORATION   |             |                 |       |
| SURETY(IES) (Name(s) and business address(es)) | <b>PENAL SUM OF BOND</b>   |             |                 |       |
|  | MILLION(S)   | THOUSAND(S) | HUNDRED(S)      | CENTS |
|  | CONTRACT DATE  |             | CONTRACT NUMBER |       |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has entered into the contract identified above.

**THEREFORE:**

The above obligation is void if the Principal-

(a) Performs and fulfills all the understanding, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice of the Surety(ies) and during the life of any guaranty required under the contract, and

(2) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to 41 USC Chapter 31, Subchapter III, Bonds, which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

**WITNESS:**

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

**PRINCIPAL**

|                               |                    |                    |                    |                |
|-------------------------------|--------------------|--------------------|--------------------|----------------|
| SIGNATURE(S)                  | 1. _____<br>(Seal) | 2. _____<br>(Seal) | 3. _____<br>(Seal) | Corporate Seal |
| NAME(S) & TITLE(S)<br>(Typed) | 1. _____           | 2. _____           | 3. _____           |                |

**INDIVIDUAL SURETY(IES)**

|                    |                    |                    |
|--------------------|--------------------|--------------------|
| SIGNATURE(S)       | 1. _____<br>(Seal) | 2. _____<br>(Seal) |
| NAME(S)<br>(Typed) | 1. _____           | 2. _____           |

**CORPORATE SURETY(IES)**

|                 |                               |          |                        |                      |                |
|-----------------|-------------------------------|----------|------------------------|----------------------|----------------|
| <b>SURETY A</b> | NAME & ADDRESS                |          | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                  | 1. _____ | 2. _____               |                      |                |
|                 | NAME(S) & TITLE(S)<br>(Typed) | 1. _____ | 2. _____               |                      |                |



**CORPORATE SURETY(IES) (Continued)**

|                 |                                      |    |                        |                      |                |
|-----------------|--------------------------------------|----|------------------------|----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |
| <b>SURETY C</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |
| <b>SURETY D</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |
| <b>SURETY E</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |
| <b>SURETY F</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |
| <b>SURETY G</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT (\$) | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                      |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                      |                |

|                     |                        |            |
|---------------------|------------------------|------------|
| <b>BOND PREMIUM</b> | RATE PER THOUSAND (\$) | TOTAL (\$) |
|---------------------|------------------------|------------|

**INSTRUCTIONS**

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of bonds, unless a co-surety arrangement is proposed.  
  
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
 (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

# **ATTACHMENT C-5**

*Standard Form 25A Payment Bond*

**PAYMENT BOND**  
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

**OMB Control Number: 9000-0045**  
**Expiration Date: 8/31/2025**

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

|  |  |               |                 |            |       |  |  |  |  |
|--|--|---------------|-----------------|------------|-------|--|--|--|--|
| PRINCIPAL (Legal name and business address)    | TYPE OF ORGANIZATION ("X" one)<br><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE<br><input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER (Specify)   |               |                 |            |       |  |  |  |  |
|  | STATE OF INCORPORATION   |               |                 |            |       |  |  |  |  |
| SURETY(IES) (Name(s) and business address(es)) | <b>PENAL SUM OF BOND</b>   |               |                 |            |       |  |  |  |  |
|  | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">MILLION(S)</td> <td style="width:25%;">THOUSAND(S)</td> <td style="width:25%;">HUNDRED(S)</td> <td style="width:25%;">CENTS</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> | MILLION(S)    | THOUSAND(S)     | HUNDRED(S) | CENTS |  |  |  |  |
| MILLION(S)                                     | THOUSAND(S)  | HUNDRED(S)    | CENTS           |            |       |  |  |  |  |
|  |  |               |                 |            |       |  |  |  |  |
|  | <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">CONTRACT DATE</td> <td style="width:50%;">CONTRACT NUMBER</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>   | CONTRACT DATE | CONTRACT NUMBER |            |       |  |  |  |  |
| CONTRACT DATE                                  | CONTRACT NUMBER  |               |                 |            |       |  |  |  |  |
|  |  |               |                 |            |       |  |  |  |  |

**OBLIGATION:**

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

**WITNESS:**

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

|                                      |                  |           |           |                |
|--------------------------------------|------------------|-----------|-----------|----------------|
|                                      | <b>PRINCIPAL</b> |           |           | Corporate Seal |
| SIGNATURE(S)                         | 1. (Seal)        | 2. (Seal) | 3. (Seal) |                |
| NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1.               | 2.        | 3.        |                |

|                               |           |           |  |
|-------------------------------|-----------|-----------|--|
| <b>INDIVIDUAL SURETY(IES)</b> |           |           |  |
| SIGNATURE(S)                  | 1. (Seal) | 2. (Seal) |  |
| NAME(S)<br><i>(Typed)</i>     | 1.        | 2.        |  |

|                              |                                      |                        |                    |                |
|------------------------------|--------------------------------------|------------------------|--------------------|----------------|
| <b>CORPORATE SURETY(IES)</b> |                                      |                        |                    |                |
| <b>SURETY A</b>              | NAME & ADDRESS                       | STATE OF INCORPORATION | LIABILITY LIMIT \$ | Corporate Seal |
|                              | SIGNATURE(S)                         | 2.                     |                    |                |
|                              | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 2.                     |                    |                |

**CORPORATE SURETY(IES) (Continued)**

|                 |                                      |    |                        |                       |                |
|-----------------|--------------------------------------|----|------------------------|-----------------------|----------------|
| <b>SURETY B</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |
| <b>SURETY C</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |
| <b>SURETY D</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |
| <b>SURETY E</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |
| <b>SURETY F</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |
| <b>SURETY G</b> | NAME & ADDRESS                       |    | STATE OF INCORPORATION | LIABILITY LIMIT<br>\$ | Corporate Seal |
|                 | SIGNATURE(S)                         | 1. | 2.                     |                       |                |
|                 | NAME(S) & TITLE(S)<br><i>(Typed)</i> | 1. | 2.                     |                       |                |

**INSTRUCTIONS**

- This form, for the protection of persons supplying labor and material, is used when a payment bond is required under 40 USC Chapter 31, Subchapter III, Bonds. Any deviation from this form will require the written approval of the Administrator of General Services.
- Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
- (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.  
  
(b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bonds, provided that the sum total of their liability equals 100% of the bond penal sum.  
  
(c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
- Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the words "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
- Type the name and title of each person signing this bond in the space provided.

# **ATTACHMENT D**

## *Scope of Work*

March 18, 2024

### Scope of Work (SOW)

DeAnza Gardens Stairs & Handrails Repairs, Exterior Paint

Building 300, 410, and 605

Eleven (11) Concrete and Wood Stairs and Handrails Assembly and Exterior Paint Repairs

17 Flights of Concrete Steps Anchored and Bolted to Bookend Wood Stringers

### Work Write-up Specifications

#### Part 1 - Complete: Demolition, Replacement, Reinstallation, and Restoration:

1. Detach existing concrete, metal, and wooden stairs/handrails assembly. Demolish and dispose of all dry-rotted wooden materials off-site at approved disposal site.
2. Contractor shall carefully remove and salvage all concrete steps, sheet metal plates, anchor bolts, and round galvanized metal handrails for re-installation. Contractor shall verify existing conditions of existing anchor bolts for usability. If necessary, replace all unusable anchor bolts (AB) with new ABs.
3. All wooden handrails assembly to be removed and disposed off-site. (Stringers, diagonal and vertical railings, trims.
4. Supply and install new wood diagonal and vertical handrails assemblies, primed, and painted to match existing color and style.
5. All round galvanized metal handrails/grips to be salvaged and re-installed at the same locations, primed, and re-painted to match existing color and style.
6. The contractor shall supply and install new stringers. New stringers shall match the existing stringers and the type of timber used in the original construction, primed, and painted to match existing color and style.
7. The contractor shall re-install all concrete steps, metal plates, and anchor bolts on the new stringers. All construction shall match the original construction.
8. The contractor shall supply and install all new diagonal, vertical, and horizontal wood handrails, and trims. All construction shall match the original construction, color, and style, primed, and painted.
9. All construction shall match existing, design, make, color, and style.
10. All new wood constructions shall receive one coat of prime and two coats of exterior finish paint. New Paint to match existing color and style.
11. Restore all stairs to proper working order.
12. All work must be to code.

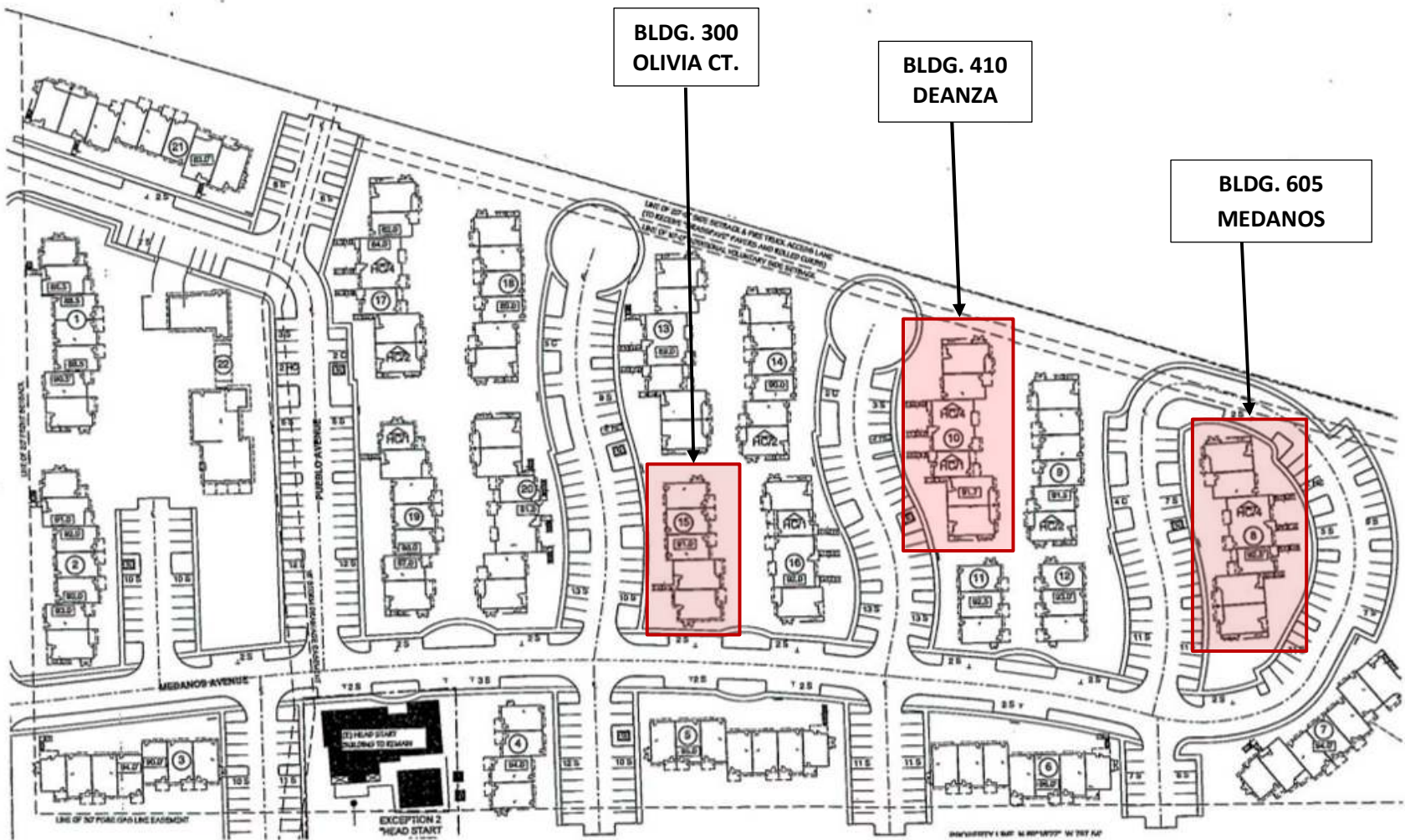
## **Part 2 - Or: Repairs as Needed, Replacement, and Restoration:**

1. Detach and remove all dry-rotted wooden stairs/handrails/trims components and dispose of all dry-rotted wooden waste materials off-site at approved disposal site.
2. Contractors shall provide temporary support in affected areas.
3. All concrete steps, sheet metal plates, anchor bolts, and round galvanized metal handrails shall remain for re-installation. Contractor shall verify existing conditions of existing anchor bolts for usability. If necessary, replace all unusable anchor bolts (AB) with new ABs.
4. All vertical, horizontal, and diagonal wooden handrail components, including trims that are in good condition shall remain.
5. All vertical, horizontal, and diagonal wooden handrail components, including trims that are in poor and rotted condition shall be removed and disposed off-site.
6. Supply and install new wood vertical, horizontal, diagonal, and including trims to match existing. Restore to proper working order.
7. All new wood replacements shall receive one (1) coat of exterior paint primer, and two (2) coats of exterior paint finish to match existing exterior paint color and style.
8. All round galvanized metal handrails/grips shall remain and re-anchored at the same locations, primed, and re-painted with exterior paint finish to match existing color and style.
9. All repair construction shall match existing, design, make, color, and style.
10. Restore all stairs to proper working order.
11. All work must be to code.

# **ATTACHMENT E**

## *Site Map*

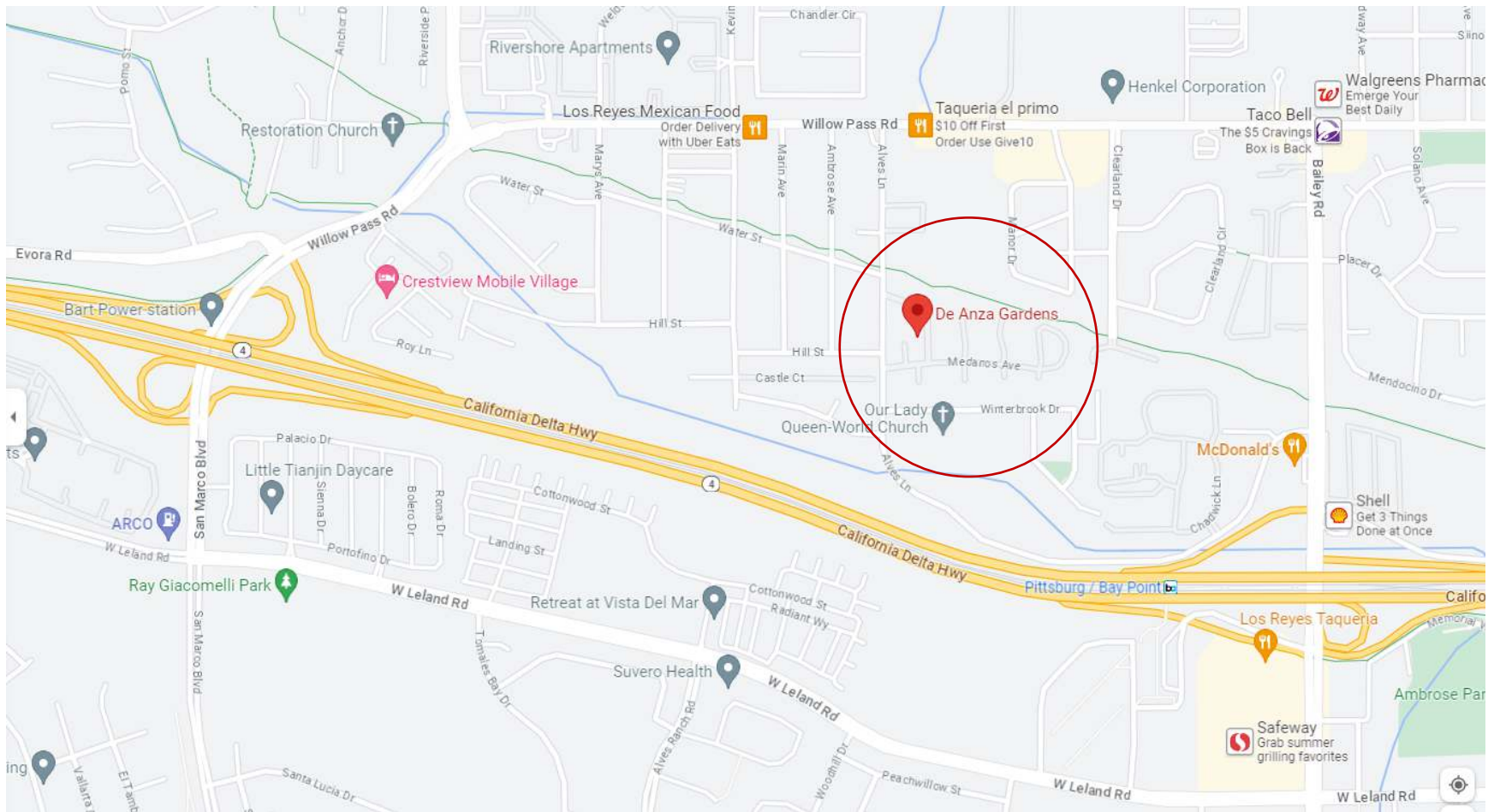




**SITE DEVELOPMENT MAP - DEANZA GARDENS**

# **ATTACHMENT F**

## *Vicinity Map*



**VICINITY MAP  
DEANZA GARDENS**

# **ATTACHMENT G**

*Special Conditions*

*Intentionally Left Blank*

# **ATTACHMENT H**

## ***Insurance Requirements for Contractors***

# HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

## Insurance Requirements for Contractors

(General Liability - Automobile - Workers Compensation/Employer's Liability)

**Information Regarding Your Insurance Documents:** *It is a mandatory requirement that any insurance documents sent to HACCC on behalf of a contractor, must be sent directly from the contractor's insurance agency to our Procurement Office, Director of General Services. Both General Liability and Automobile Insurances must include the "**Endorsements**" (which are usually multiple pages) indicating HACCC, 3133 Estudillo Street, Martinez, CA 94553 as an "**additional insured**". We do not require "Endorsements" for Worker's Comp Insurance; however, we do require the Contractor's Insurance provider submit Worker's Comp Insurance if applicable. HACCC will not accept any insurance documents sent to us unless they have been sent by your insurance company via e-mail directly to the following:*

*Julian S. Ignacio III  
Purchasing Agent  
jignacio@contracostahousing.org*

The terms "agency" and "Authority" may be used inter-changeably herein.

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 the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- 2) Insurance Services Office form number CA001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury or 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 this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the PHA, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the PHA.

Special Conditions for lead based paint testing and abatement:

General Liability:

- 1) PHA and any Resident Management Corporation in existence must be named as additional insureds.
- 2) Minimum occurrence limit is \$500,000 combined single limit for bodily injury and property damage (aggregate limit \$1,000,000).

- 3) Occurrence or claims made forms are acceptable (if claims made must have extended reporting period of at least 5 years).

## **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

### **Insurance Requirements for Contractors**

- 4) Any deductible may not exceed \$5,000.
- 5) Supplementary costs (including defense costs) must be in addition to policy limit. If supplementary costs (including defense costs) are limited, the limit must not be less than \$250,000 per claim prior to such costs being deducted from the limit of liability.
- 6) A 30 day notice of cancellation must be given to any insured or additional insureds.

### **Deductibles and Self-insured Retentions**

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

### **Other Insurance Provisions**

The general liability and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

- 1) The agency, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form on an endorsement to the contractor's insurance, or as a separate owner's policy.
- 2) For any claims related to this project 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 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 and shall not contribute with it.
- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested has been given to the Authority.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A VII and "admitted" to do business in the State of California.

### **Verification of Coverage**

Contractor shall furnish the agency with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the agency or on other than the agency's forms or a separate Contractor's policy, provided those forms or policies are approved by the agency and amended to conform to the agency's requirements. All certificates and endorsements are to be received and approved by the agency before work commences. The agency 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.

### **Subcontractors**



Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

Insurance Requirements for Contractors

Insurer:  
Policy Number:  
Endorsement Number:

ISO Form CG 20 10 22 85: (Modified)  
Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART>

SCHEDULE

Housing Authority of the County of Contra Costa

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured schedule above includes the Insured's officers and employees.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute to it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to "Agency".

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

# HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

## Builders Risk Insurance Requirements for Contractors

It is assumed that AIA form A201 will govern the terms and conditions of this coverage except that the **“CONTRACTOR” will be responsible for providing the Builders Risk coverage, not “OWNER”.**

Regardless of the contract form being used, the following provisions must be complied with:

1. “CONTRACTOR” will furnish Builders Risk Insurance and name “OWNER”, “CONTRACTOR”, “SUBCONTRACTOR” and “SUB-SUBCONTRACTORS” as insureds “AS THEIR INTERESTS MAY APPEAR” (A.T.I.M.A.)
2. The Builders Risk policy will be written with a limit totaling the initial contract sum plus any subsequent modifications to the contract. Coverage will stay in force until the project is completed and accepted by the “OWNER”. Coverage will be written on a “REPLACEMENT COST” basis and on a “SPECIAL” or “ALL RISK” cause of loss form.
3. A minimum deductible \$1,000 per occurrence shall apply to all losses, Higher deductibles are subject to negotiation. “CONTRACTOR” shall pay costs not covered because of such deductibles.
4. Insurance is to be placed with insurers with a current A.M. Best’s rating of A VII and “ADMITTED” to do business in California.

# **ATTACHMENT I**

*HACCC Sample Contract Forms*



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

1. **SPECIAL TERMS:** These special terms are incorporated below by reference.

Parties: (Public Agency) **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**  
(Contractor) **ACME Construction**  
**1234 Main Street**  
**Any Town, CA 94553**

Contract Date: (Date)

Starting Date: **Date shown on Notice to Proceed**

The Work: Alhambra Terrace Units 17 & 18 Repair Project CA011001  
3100 Estudillo St, Martinez CA 94553

Completion Time: (Number of Days) **Calendar Days from Date shown in Notice to Proceed**

Liquidated Damages: (Amount) **Per Day**

Public Agency's Agent: Robert Moore, Director of Development

Contract Price: **\$75,000.00**

2. **TIME:** Contractor shall start this work as directed in the Notice to Proceed and shall complete it as specified in Section 1.

3. **LIQUIDATED DAMAGES:** If the Contractor fails to complete this contract and this work within the time fixed therefore, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar days delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder.

4. **INTEGRATED DOCUMENTS:** The plans, drawings and specifications or special provisions of the Public Agency's call for quotes, and Contractor's accepted quotation for this work are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

The following amendment & attachments are also incorporated into this Contract:

- (a) **Attachment 1 – ACME Construction Proposal**
- (b) **Attachment 2 – HUD-5370-EZ (exp. 11/30/2023) General Contract Conditions for Small Construction/Development Contracts**
- (c) **Attachment 3 – Applicable Wage Rate (Davis-Bacon Act)**



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## 5. **PAYMENT:**

- (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.
- (b) Contractor shall submit signed payment forms to Public Agency. Public Agency may, at its option, inspect the services performed pursuant to this Contract to ensure that it has been satisfactorily completed in accordance with the Contract requirements. Should Public Agency find that the services have not been satisfactorily performed pursuant to this Contract, Public Agency may withhold or reduce payment accordingly.

## 6. **PAYMENTS WITHHELD:**

- (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:
  - (1) Defective work not remedied, or uncompleted work, or
  - (2) Claims filed or reasonable evidence indicating probable filing, or
  - (3) Failure to properly pay subcontractors or for material or labor, or
  - (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
  - (5) Damage to another contractor, or
  - (6) Damage to the Public Agency, other than damage due to delays.
- (b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.
- (c) 30 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

## 7. **INSURANCE:** Contractor and all subcontractors shall carry and maintain the following insurance:

- (a) Workers Compensation Insurance in accordance with the laws of the State of California.
- (b) Commercial General Liability Insurance for bodily injury or death, in the minimum amount of \$1,000,000 per occurrence which may result from operations under this Contract.
- (c) Automobile Liability Insurance in an amount not less than \$1,000,000.

## 8. **FAILURE TO PERFORM:** If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

## 9. **LAWS APPLY:** General. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, and 1777.6 forbidding discrimination).

## 10. **COMPLIANCE WITH DAVIS-BACON ACT:** Unless otherwise indicated, Contractor is required, pursuant to 24 CFR 85.36 (h)(5), to pay Davis-Bacon prevailing wage rates for all "construction contracts and all related subcontracts in excess of \$2,000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. A copy of the applicable Davis-Bacon wage decision is attached hereto and incorporated herein.

## 11. **ASSIGNMENT:** The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

## 12. **NO WAIVER BY PUBLIC AGENCY:** Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## 13. **HOLD HARMLESS & INDEMNIFICATION:**

- (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnities from the liabilities as defined in this section.
- (b) The indemnities benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions (Division G).
- (c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.
- (d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.
- (e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnities has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.
- (f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnities.
- (g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.
- (h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency unless this time has been extended by the Public Agency.
- (i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnities.
- (j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

14. **EXCAVATION:** Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

15. **SUBCONTRACTORS:** A list of subcontractors shall be submitted to Public Agency as required by State Law. The subcontractor shall have demonstrated to Public Agency's satisfaction previous experience in each additional division or classification he/she is listed under other than its primary contracting business. If a subcontractor is licensed and qualified to do more than one division or classification of work as defined by the specifications, it shall be listed under each of these additional divisions or classifications. All contractors shall be listed if their portion of the work is one-half (½) of one percent (1%) or more of the total project bid amount.

16. **RECORD RETENTION AND AUDITING:** Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.

17. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractor agrees to comply with Executive Order 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Opportunity, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

18. **ANTI-KICKBACK REQUIREMENTS:** Contractor shall not require or accept rebates or kickbacks of any kind from workers employed on the project under the terms of the Copeland "Anti-Kick Back" Act, 18 USC §874 and as supplemented in 29 CFR Part 3, which are hereby incorporated by reference in this Contract.



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

- 19. **LICENSES:** Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County and municipal laws, ordinances, rules and regulations. Contractor shall maintain these licenses and permits in effect for the duration of this project. Contractor will notify Public Agency immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in the immediate termination of this Contract.
- 20. **FORCE MAJURE:** Neither party shall be held liable for failure or delay of fulfillment if hindered or prevented by fire, strikes, or Acts of God.
- 21. **SAFETY TO PUBLIC AND PROPERTY:** Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) to the extent that such provisions are not in contravention of applicable laws.
- 22. **REMOVAL OF DEBRIS, CLEANING:** Contractor shall daily, or as directed by the Public Agency, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.
- 23. **LIENS:** Contractor shall pay promptly all valid bills and charges for material, labor, or otherwise in connection with or arising out of the performance of this Contract and will hold Public Agency free and harmless against all liens and claims of lien for labor and material, or either of them, filed against the property or any part thereof, and from and against all expense and liability in connection therewith, including but not limited to, court costs and attorneys' fees resulting or arising there from. Should any liens or claim of liens be filed for record against the property, Contractor shall forthwith pay and discharge the same and cause the same to be release of record.
- 24. **SIGNATURES & ACKNOWLEDGEMENT:**

Public Agency, By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joseph Villarreal, Executive Director

Contractor, hereby also certifying awareness of and compliance with Labor Code Sections 1861 and 3700 concerning Workers' Compensation Law,

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and Corps. Code, Sec. 313.) The acknowledgment below must be signed by a Notary Public.





# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## CALIFORNIA ACKNOWLEDGEMENT

**CIVIL CODE § 1189**

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 California )  
County of Contra Costa ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,

Name and Title of the Notary Public

personally appeared \_\_\_\_\_

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

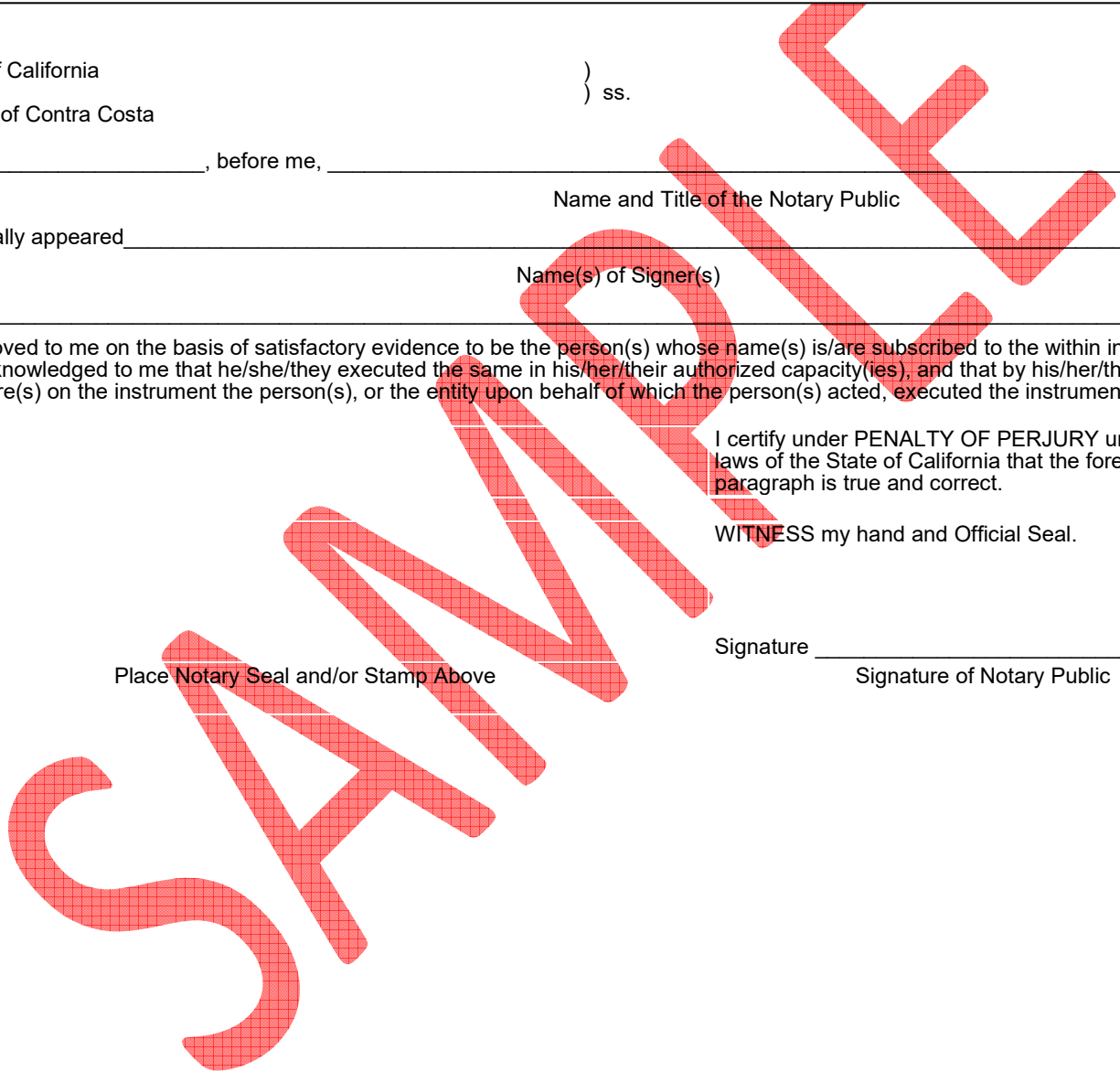
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_

Signature of Notary Public





# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## OPTIONAL

Completing this information can deter alteration of the document or  
fraudulent reattachment of this form to an unintended document

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s) \_\_\_\_\_  Corporate Officer – Title(s) \_\_\_\_\_

Partner -  Limited  General  Partner -  Limited  General

Individual  Attorney in Fact \_\_\_\_\_  Individual  Attorney in Fact

Trustee  Guardian or Conservator \_\_\_\_\_  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_  Signer is Representing: \_\_\_\_\_

SAMPLE



# **CONTRACT**

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## **Attachment 1 – ACME Construction Proposal**

**SAMPLE**



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## Attachment 2 – HUD-5370-EZ (exp. 11/30/2023) General Contract Conditions for Small Construction/Development Contracts

SAMPLE



# CONTRACT

Construction Agreement between  
Housing Authority of the County of Contra Costa and ACME Construction

## Attachment 3 – Applicable Wage Rate (Davis-Bacon Act)

SAMPLE

**NOTICE OF TERMINATION  
(CONVENIENCE)**

NOTICE OF CONTRACT TERMINATION FOR CONVENIENCE

[Date]

[NAME OF CONTACT PERSON]
[NAME OF COMPANY]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Re: Contract No. \_\_\_\_\_

[Mr./Mrs.] \_\_\_\_\_:

The Housing Authority of the County of Contra Costa (HACCC) hereby terminates the above-mentioned contract in whole or in part, with the following portions terminated (choose one): (if partial termination state the portion that is terminated) The termination will take affect at (time) a.m./p.m. on (date). HACCC will not be liable for payment of any services provided after that time and date.

Pursuant Attachment A (HUD General Conditions for Non-Construction Contract, Section I) of the contract between HACCC and (name of contractor). HACCC is terminating the contract because (state reason for termination. e.g. "our Agency no longer needs these services" or "our agency no longer have funds for these services.") We will not, in the near future, be retaining another contractor to provide these services. Accordingly, please ensure that you review the contract and comply with all requirements listed therein.

Please deliver the undersigned Agency official, by no later than (time) a.m./p.m. on (date) all appropriate claims for payment. Any "lost future profits" will not be considered an appropriate item to claim.

Contracting Officer

\*\*\*\*\*

You must complete the following and return this Notice by fax to (000) 000-0000 by no later than (date). It is your firms responsibility to promptly acknowledge this notice. Failure on your part to promptly acknowledge this Notice by the deadline may, at the HA's discretion, deem your firm as not-responsible and may eliminate your firm from future consideration for any award. We appreciate your continued cooperation.

ACKNOWLEDGED BY:

Signature Date Printed Name Company

1 If HACCC chooses a partial termination, include a provision that states "your firm shall continue to provide services on the following portions: (state the obligations that HACCC will want contractor to provide) ."

**NOTICE OF TERMINATION  
(DEFAULT)**



NOTICE OF CONTRACT TERMINATION FOR DEFAULT

[Date]

[NAME OF CONTACT PERSON]
[NAME OF COMPANY]
[STREET ADDRESS]
[CITY, STATE, ZIP]

Re: Contract No. \_\_\_\_\_

[Mr./Mrs.] \_\_\_\_\_:

The Housing Authority of the County of Contra Costa (HACCC) hereby terminates the above-mentioned contract in whole or in part, with the following portions terminated (choose one): (if partial termination state the portion that is terminated) The termination will take affect at (time) a.m./p.m. on (date). HACCC will not be liable for payment of any services provided after that time and date.

Pursuant Attachment A (HUD General Conditions for Non-Construction Contract, Section D) of the contract between HACCC and (name of contractor). HACCC is terminating this contract because (state reason for termination). (HACCC may: (1) require the contractor to deliver to within the main and to the extent directed by HACCC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the contractor will be liable for any additional cost incurred by HACCC; and (3) withhold any payments to the contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owed by HACCC to the contractor).2

Contracting Officer

\*\*\*\*\*

You must complete the following and return this Notice by fax to (000) 000-0000 by no later than (date). It is your firms responsibility to promptly acknowledge this notice. Failure on your part to promptly acknowledge this Notice by the deadline may, at the HACCC's discretion, deem your firm as not-responsible and may eliminate your firm from future consideration for any award. We appreciate your continued cooperation.

ACKNOWLEDGED BY:

Signature Date Printed Name Company

1 If HACCC chooses a partial termination, include a provision that states "your firm shall continue to provide services on the following portions: (state the obligations that HACCC will want contractor to provide)."

2 HACCC will be liable to the contractor for reasonable costs incurred by the contractor before the effective date of the termination.

**CERTIFICATE AND RELEASE**

Client # \_\_\_\_\_

**CERTIFICATE AND RELEASE**

From: \_\_\_\_\_, Contractor

To: \_\_\_\_\_, Owner

Reference Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between \_\_\_\_\_ (owner) of \_\_\_\_\_ (address of owner) and \_\_\_\_\_ (Contractor) of \_\_\_\_\_ (Address of Contractor) for the rehabilitation of property at \_\_\_\_\_ (Address of Rehabilitate Property).

**KNOWN ALL MEN BY THESE PRESENT**

- 1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor the balance of \$ \_\_\_\_\_ pursuant to the contract and duly Approved Change Orders and modifications.
- 2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items, which the Contractor Claims are just and due and owing by the Owner to the Contractor:
  - A. \_\_\_\_\_
  - B. \_\_\_\_\_
  - C. \_\_\_\_\_
- 3. The undersigned further certifies that all work required under this Contract including the work required under Change Order no. (s) \_\_\_\_\_, has been performed in accordance with the term of thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.
- 4. Except for the amount stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.
- 5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of the Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the owner does not pay in full the amount stated in Paragraph 1 hereof, said unpaid amount shall be automatically included under paragraph 2 as an amount which the payment of the amount listed in Paragraph 1, hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further release or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this date of

\_\_\_\_\_

\_\_\_\_\_  
Company Name  
By: \_\_\_\_\_  
Name and Title \_\_\_\_\_

Subscribed and sworn to me of this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# **ATTACHMENT J**

## *Architectural Drawings*

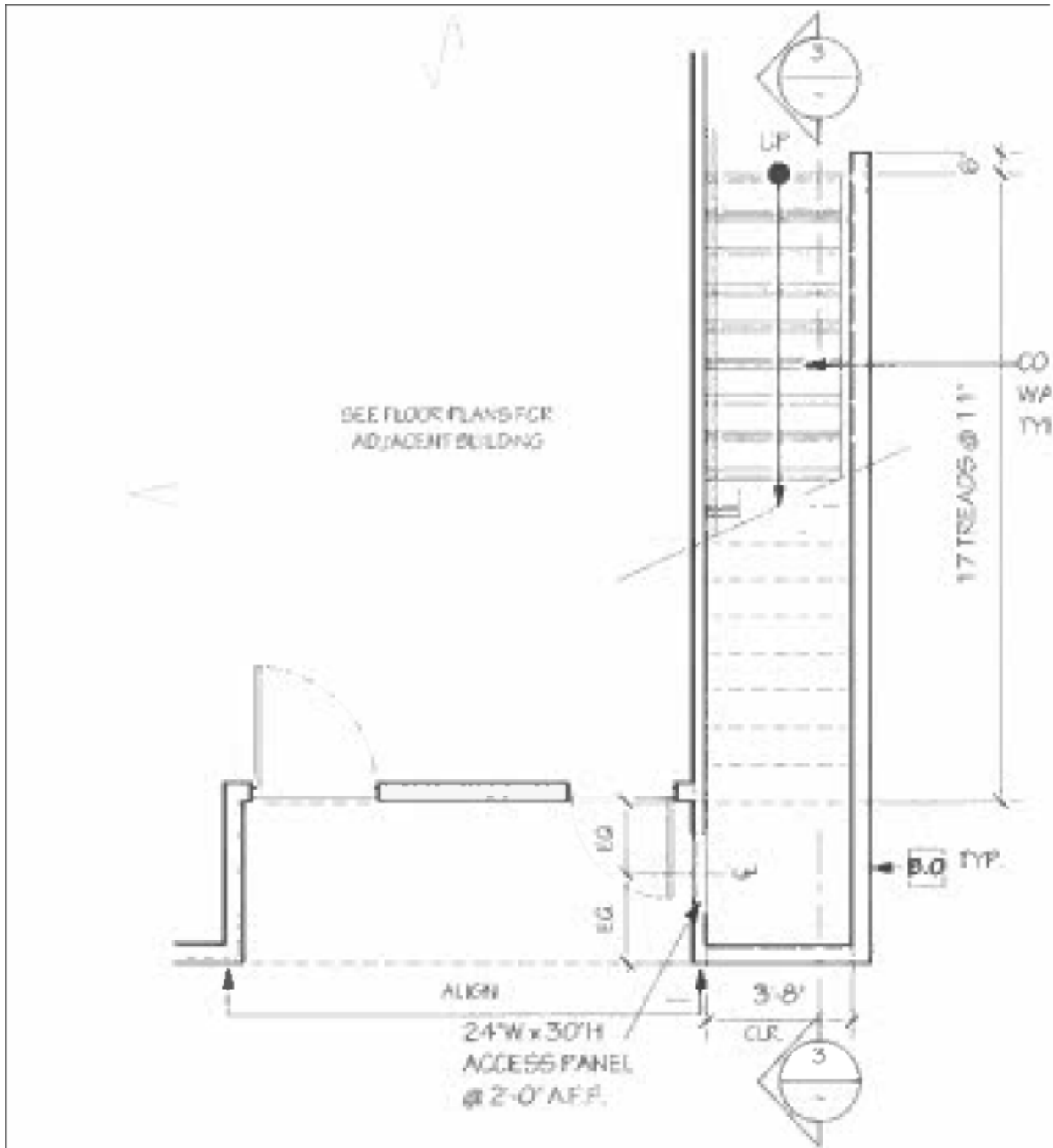
NOTE: These drawings are provided for reference only. It shall be the contractor's responsibility to verify all dimensions and the exactness of the amount and nature of the work. If any discrepancies are discovered by the contractor, it shall be the responsibility of the contractor to contact the Housing Authority of the County of Contra Costa prior to initiating any work. It shall be the contractor's responsibility to perform any or all field measurements.

True original architectural and construction scaled drawings of the same are available for review and verification, in-office, by request and appointment only during the bidding process. The same will be available to the successful most responsive and responsible bidder as a means of reference for the proper repair & construction and execution of said project.

These drawings are NOT TO SCALE.

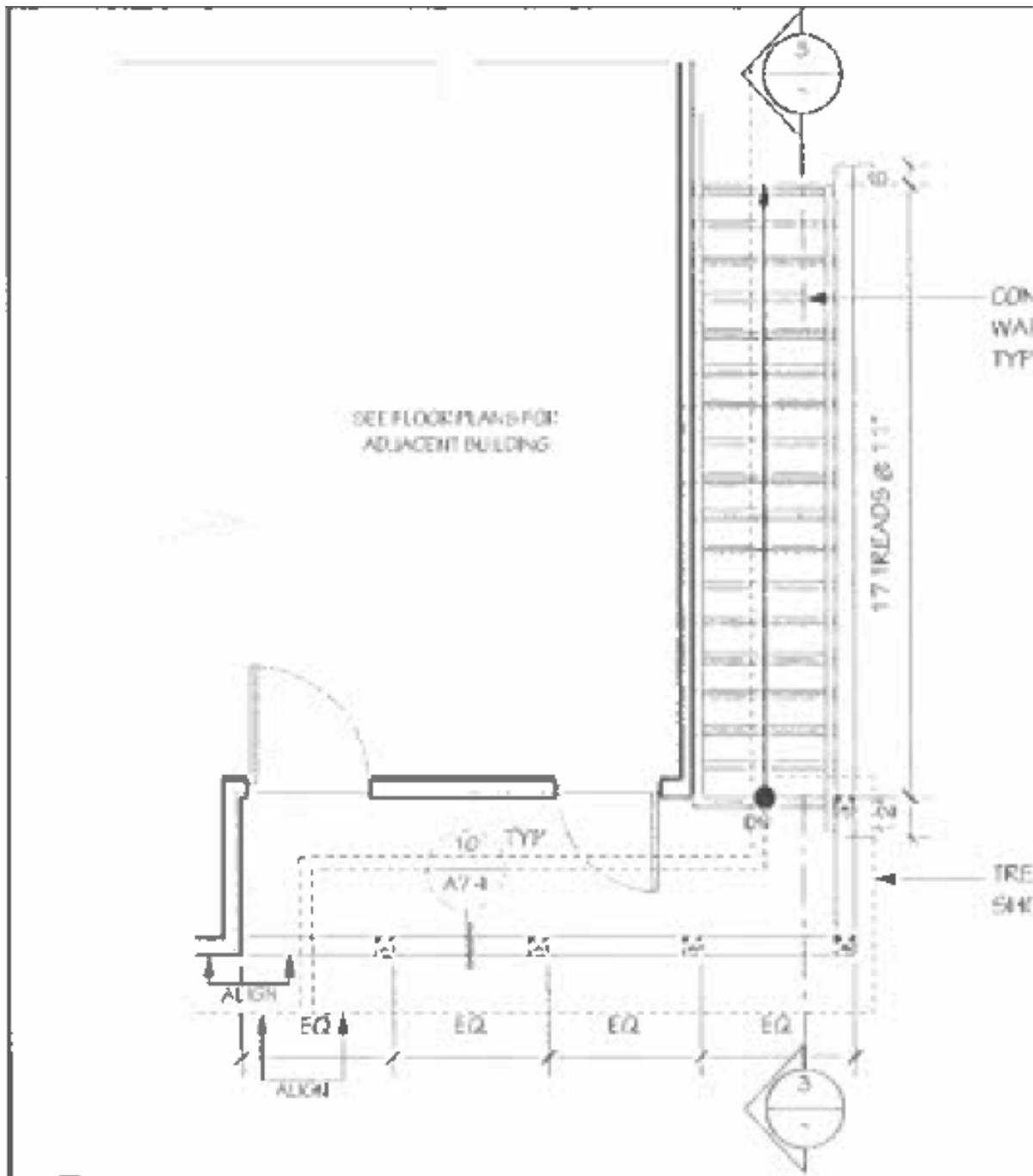
NOT TO SCALE

Page 1 of 47



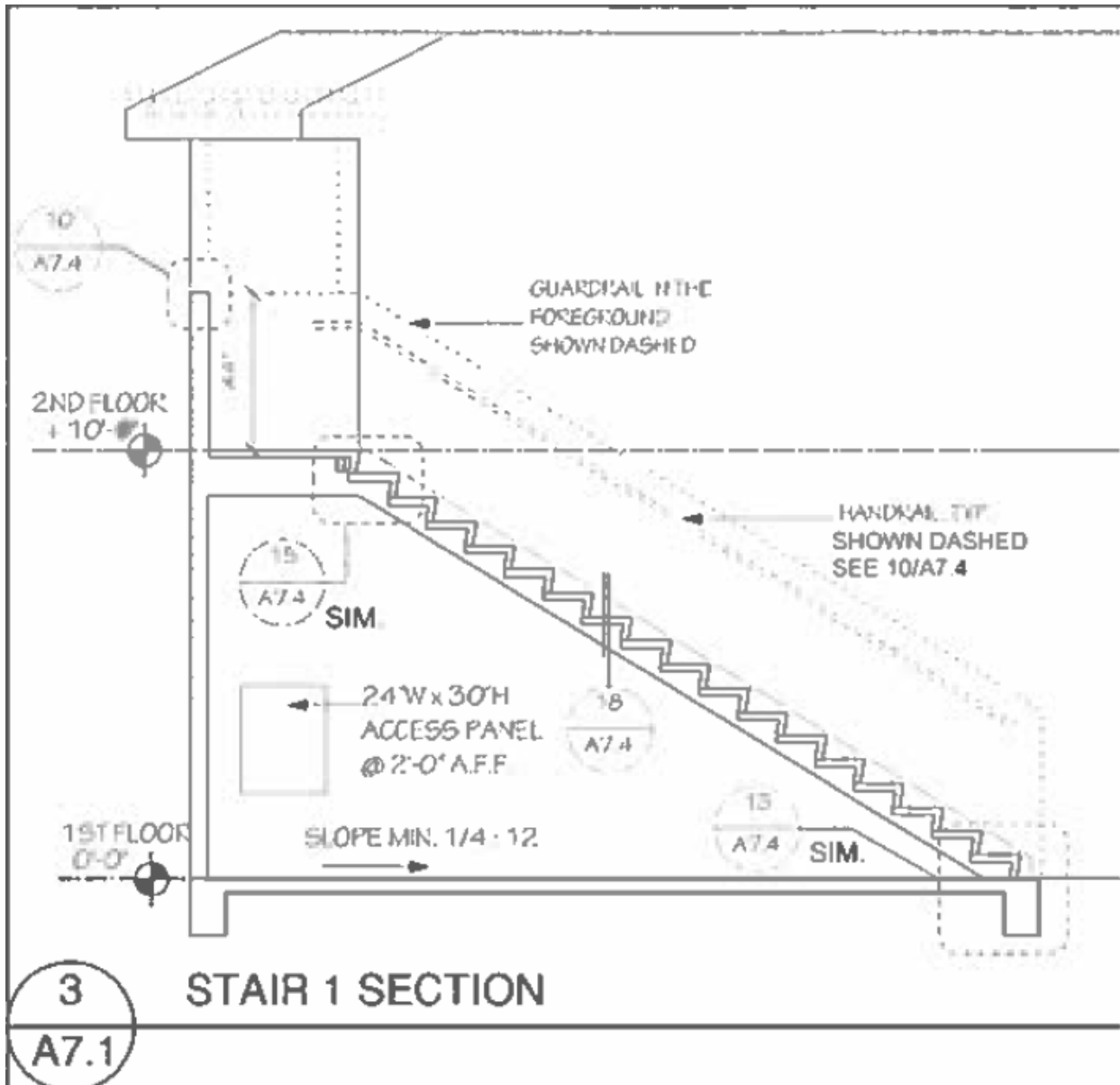
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A7.1

STAIR 1 GROUND FLOOR PLAN



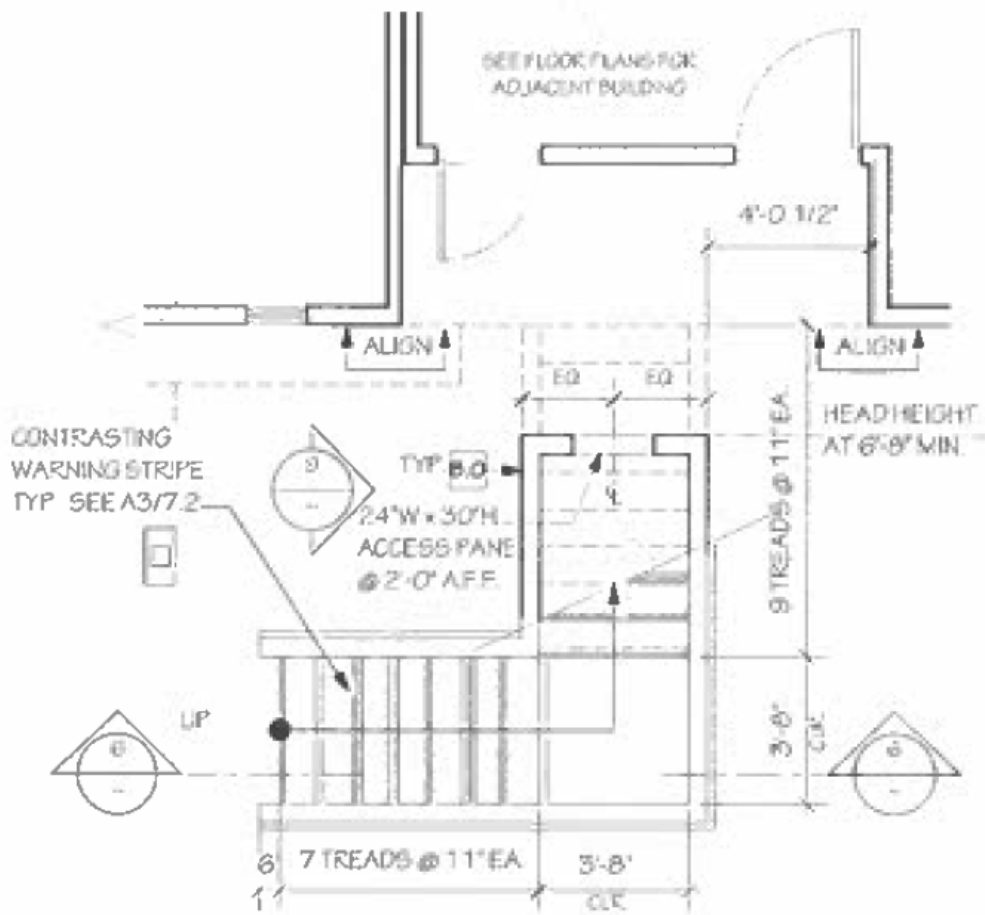
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A7.1

STAIR 1 SECOND FLOOR PLAN



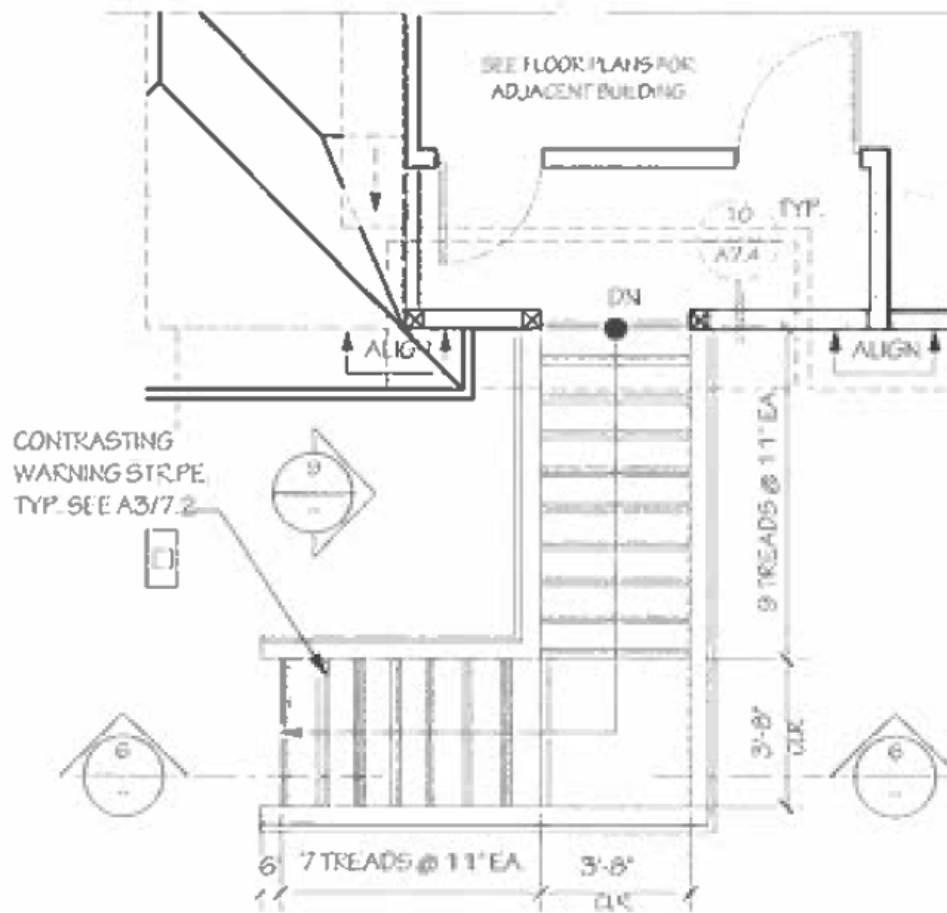
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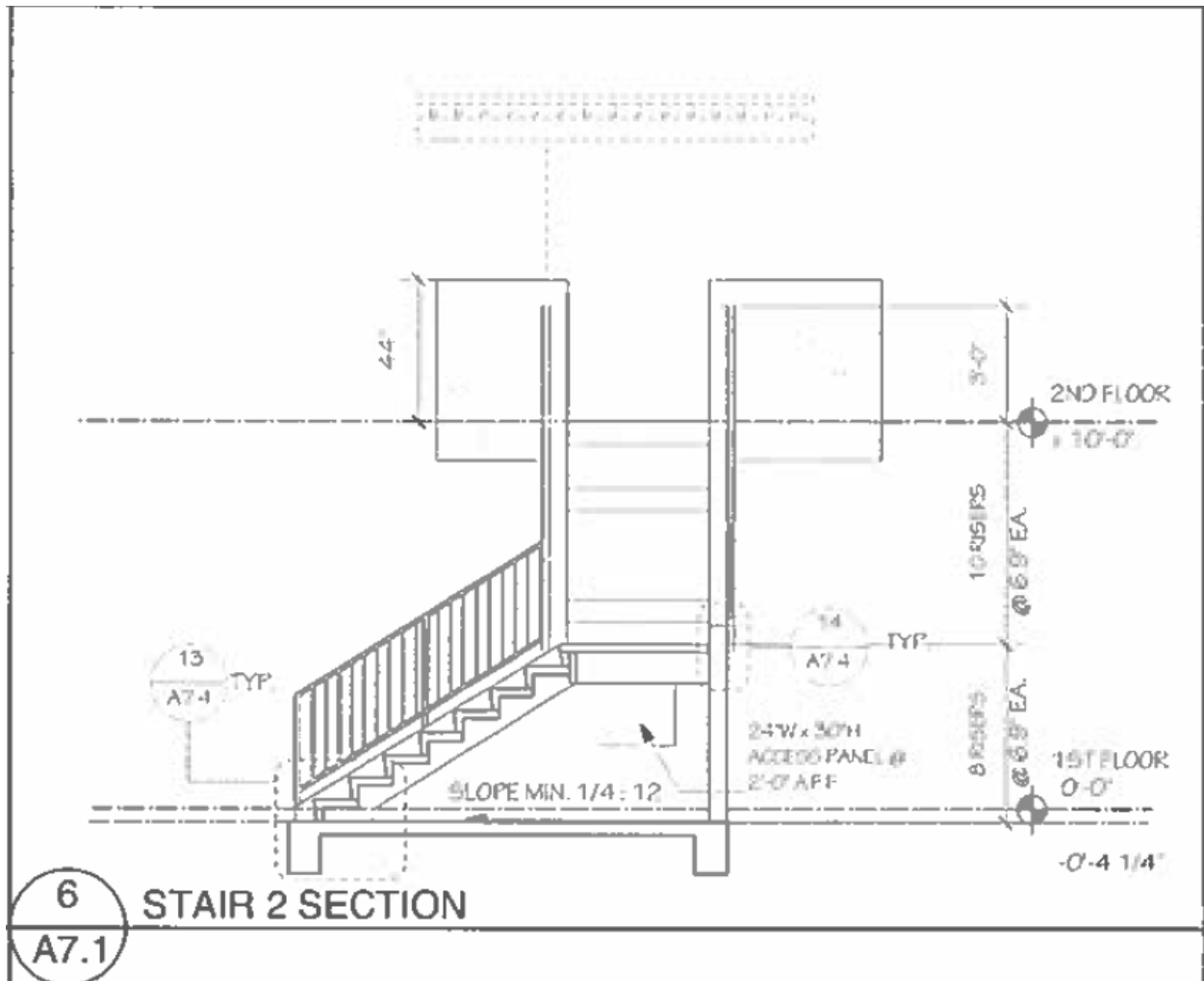
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A7.1

STAIR 2 GROUND FLOOR PLAN

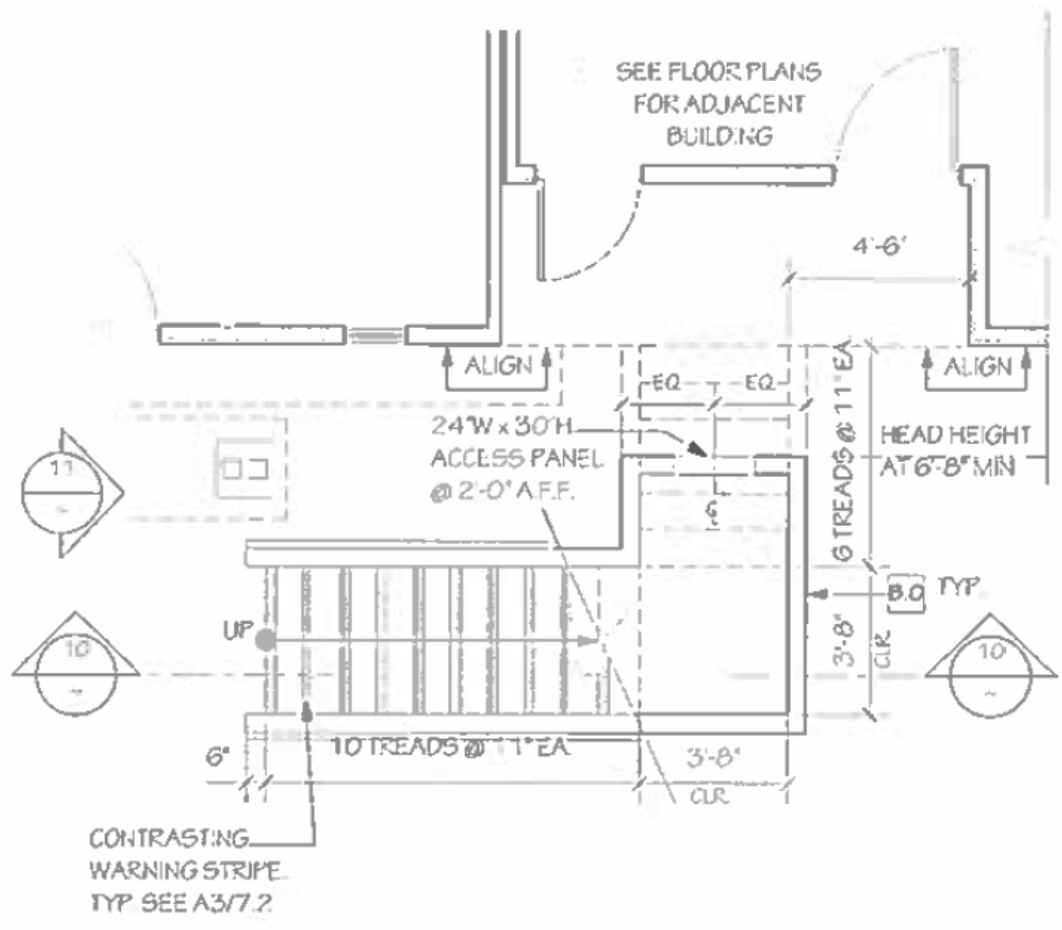


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A7.1

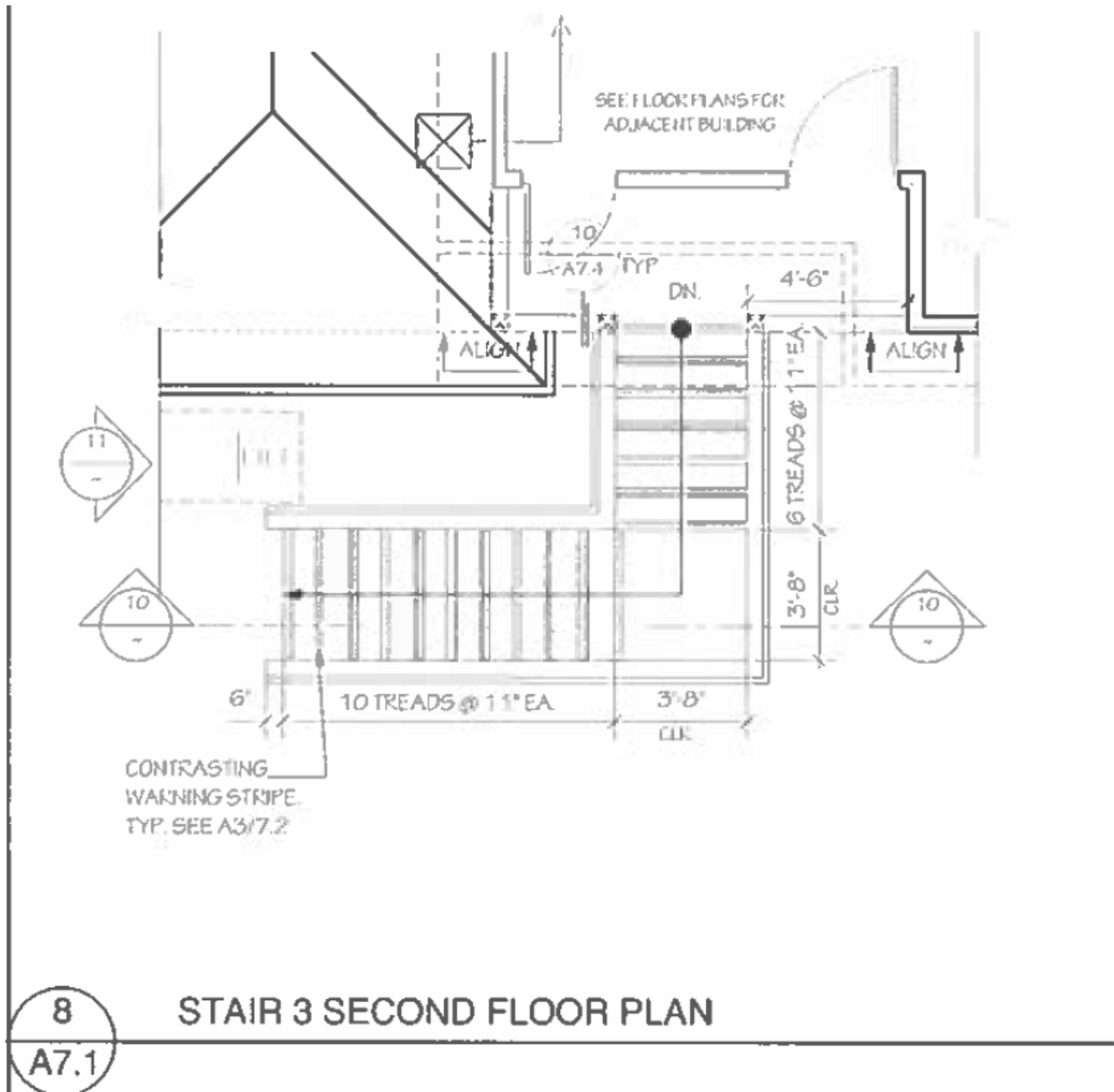
STAIR 2 SECOND FLOOR PLAN

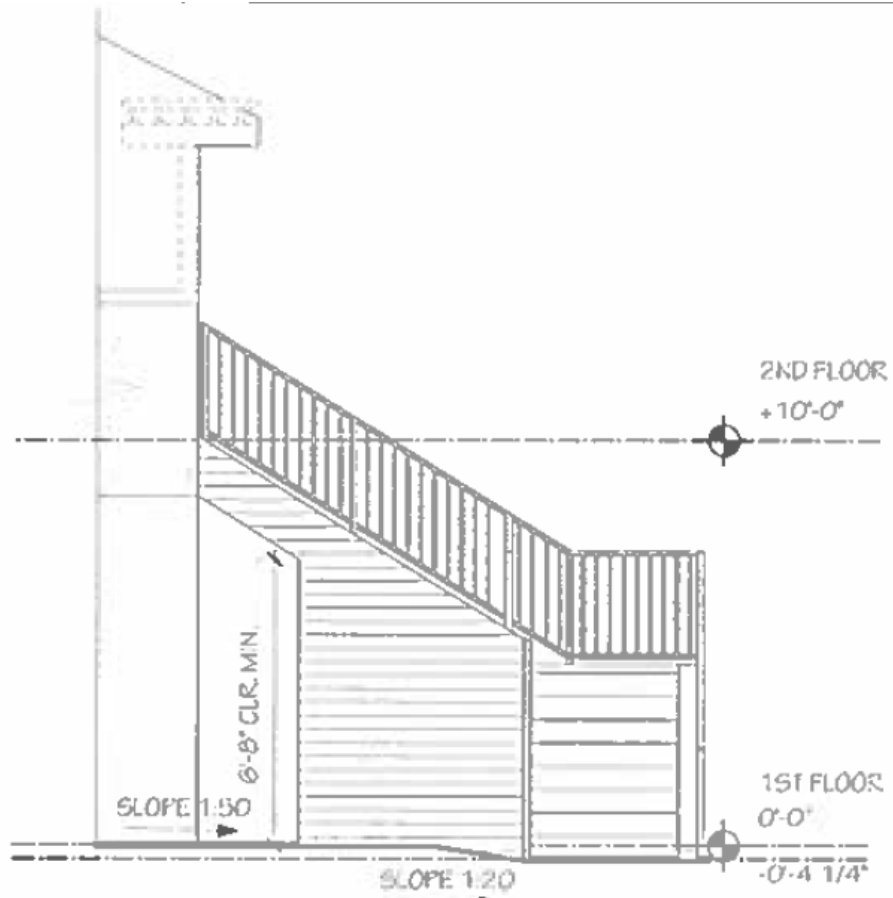


NOT TO SCALE



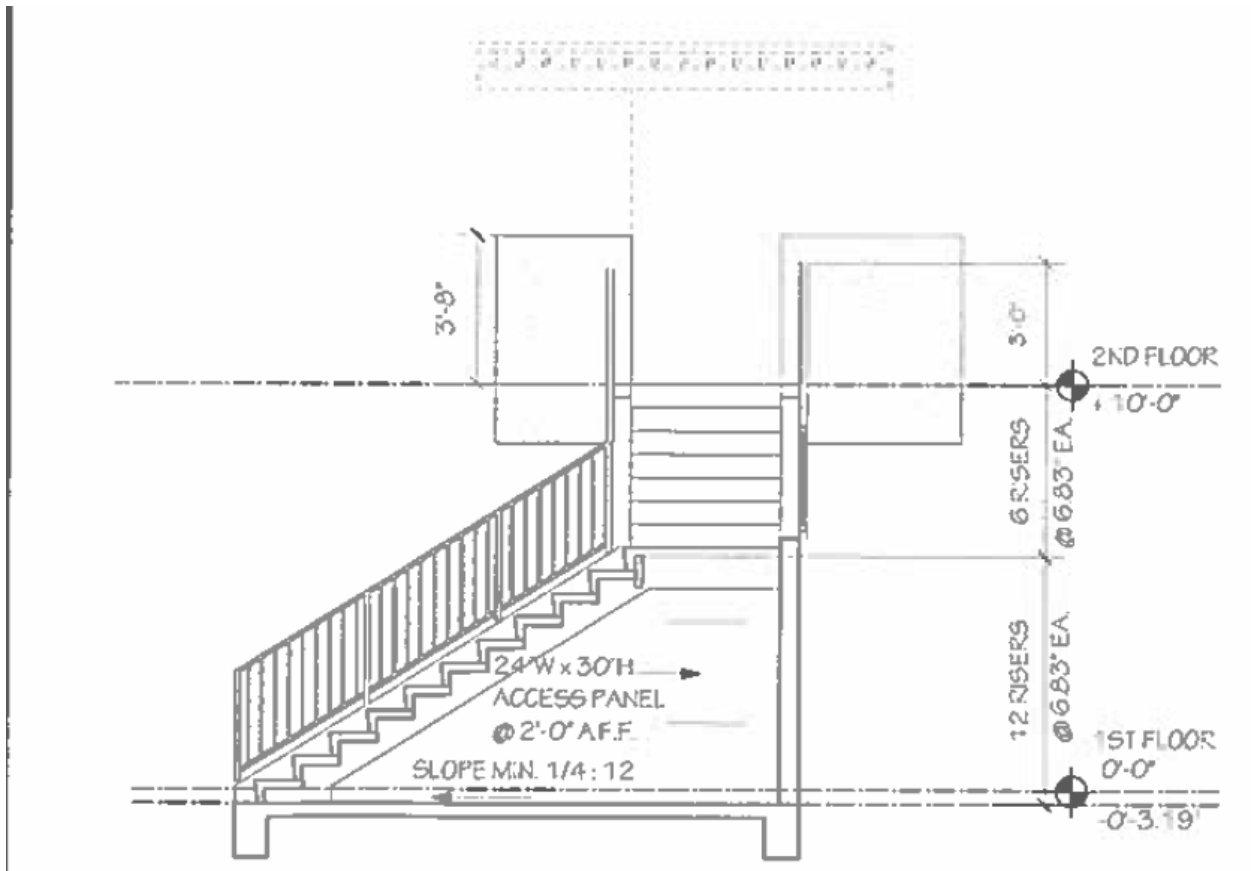
**7** STAIR 3 GROUND FLOOR PLAN  
**A7.1**



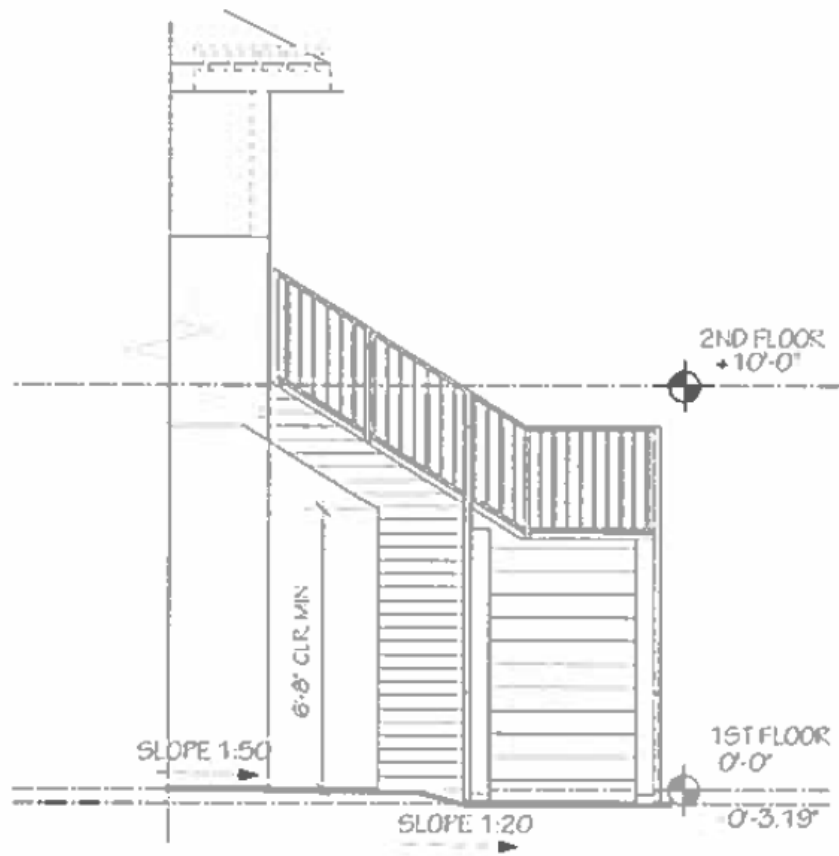


9  
A7.1

STAIR 2 SIDE ELEVATION



10  
A7.1 STAIR 3 SECTION

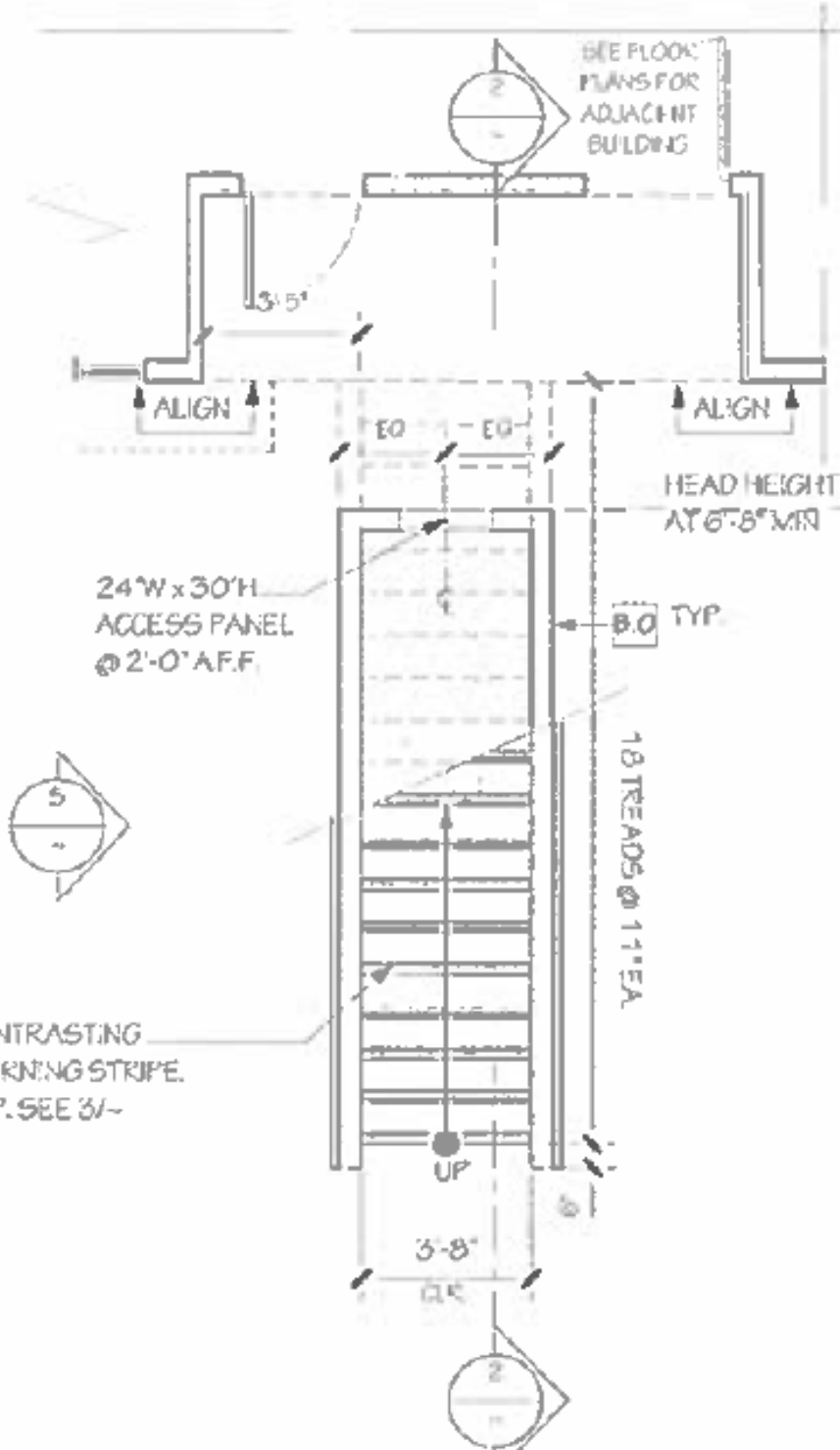


11  
A7.1

STAIR 3 SIDE ELEVATION

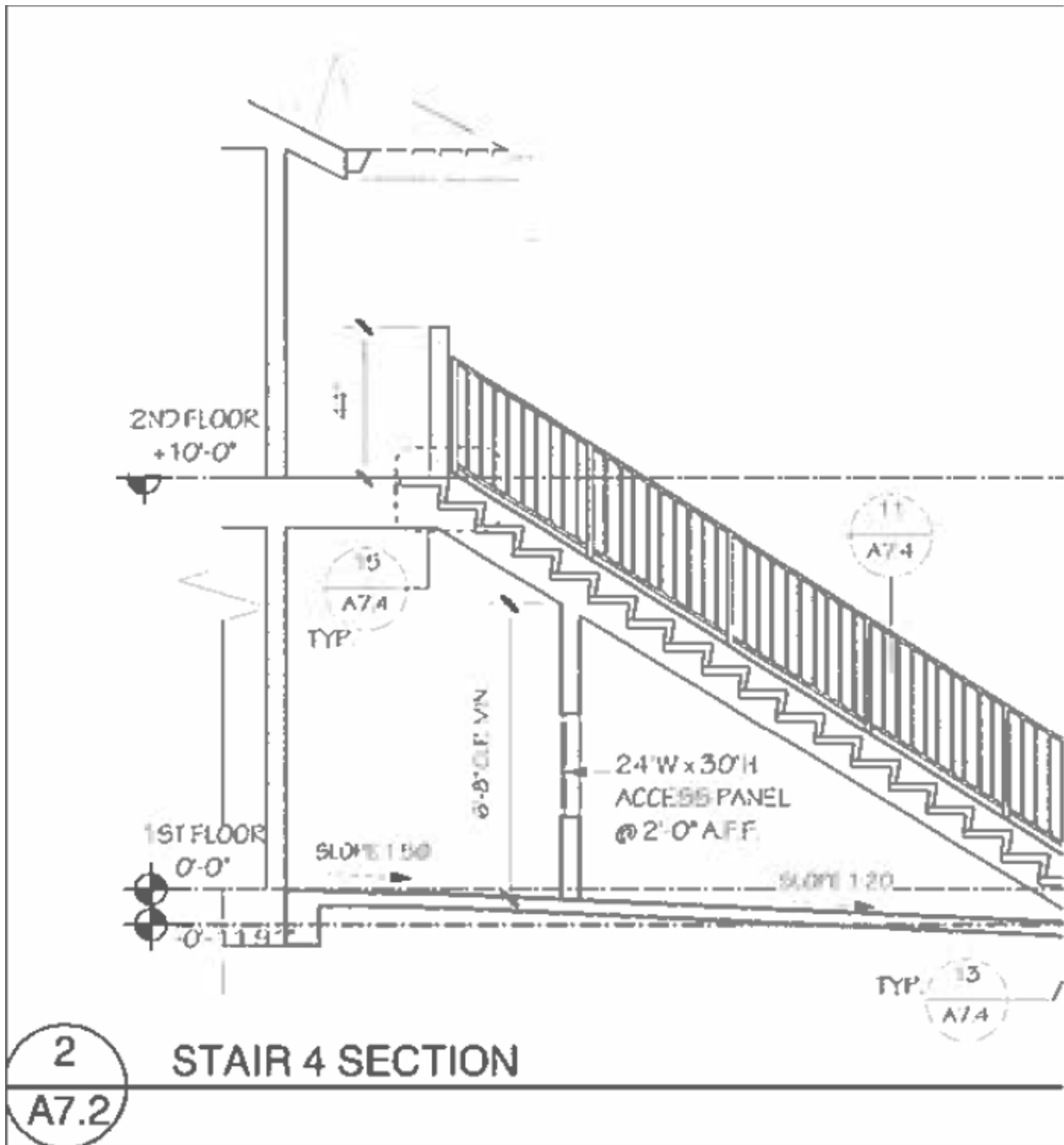
NOT TO SCALE



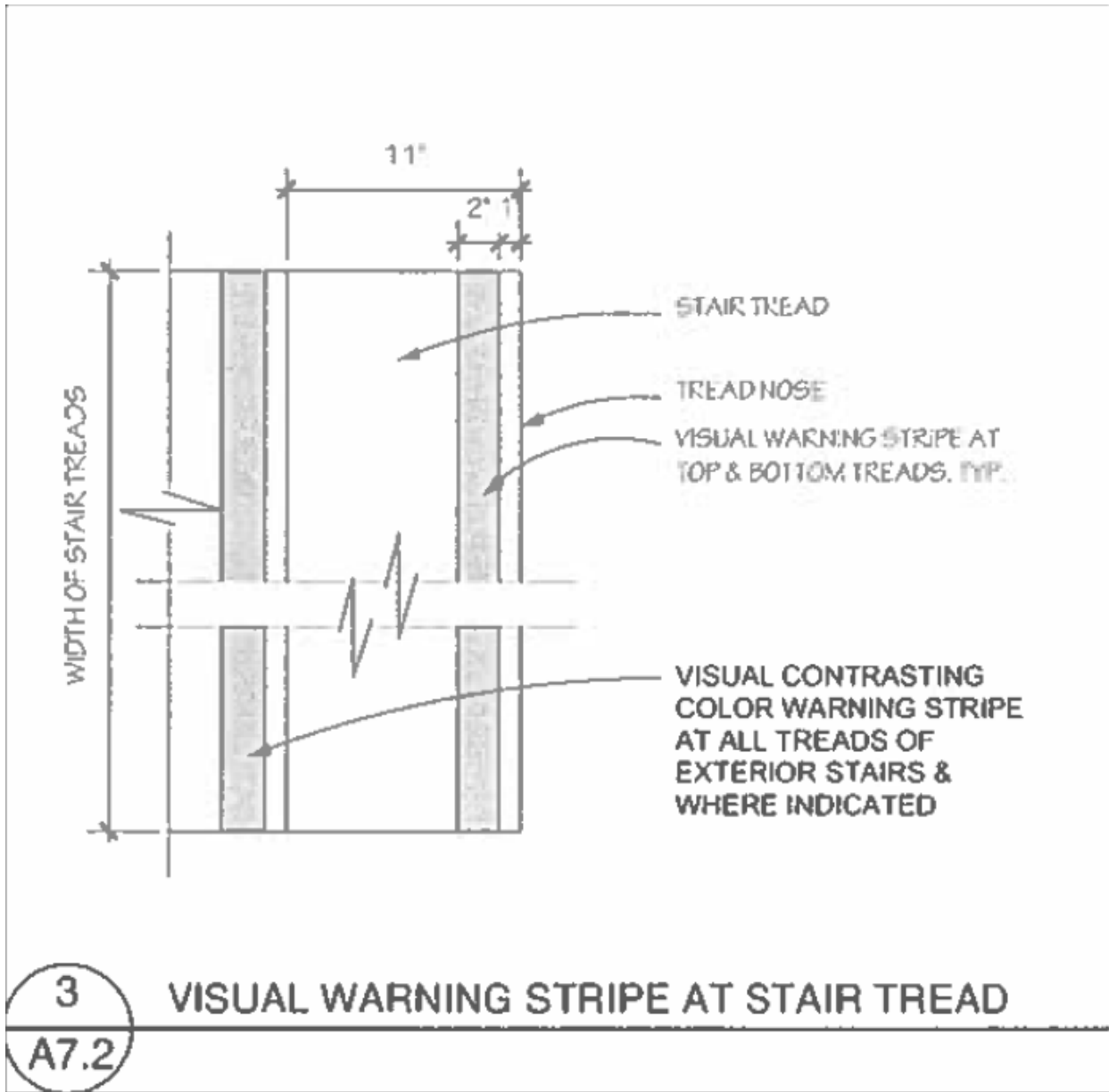


1  
A7.2

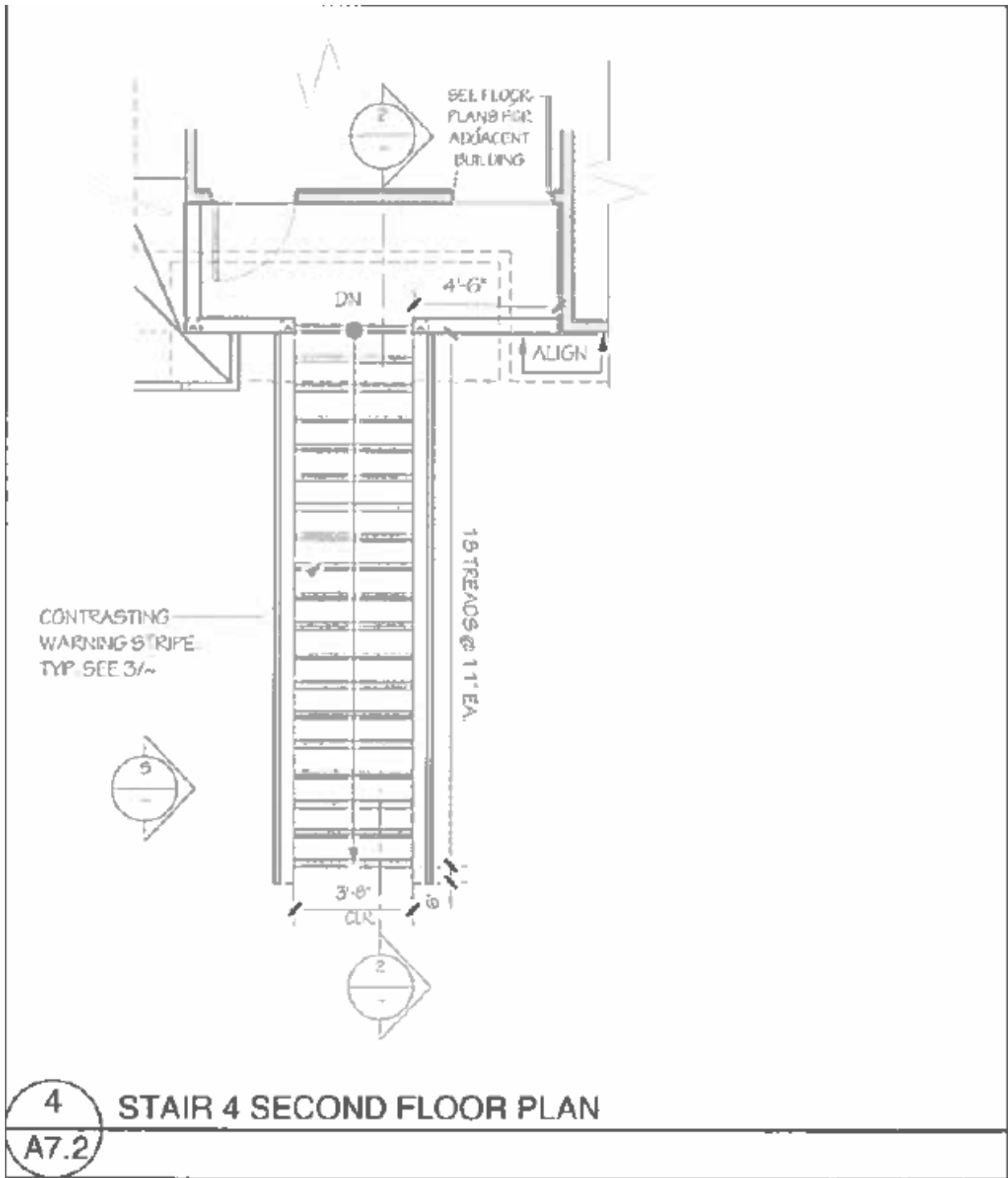
STAIR 4 GROUND FLOOR PLAN



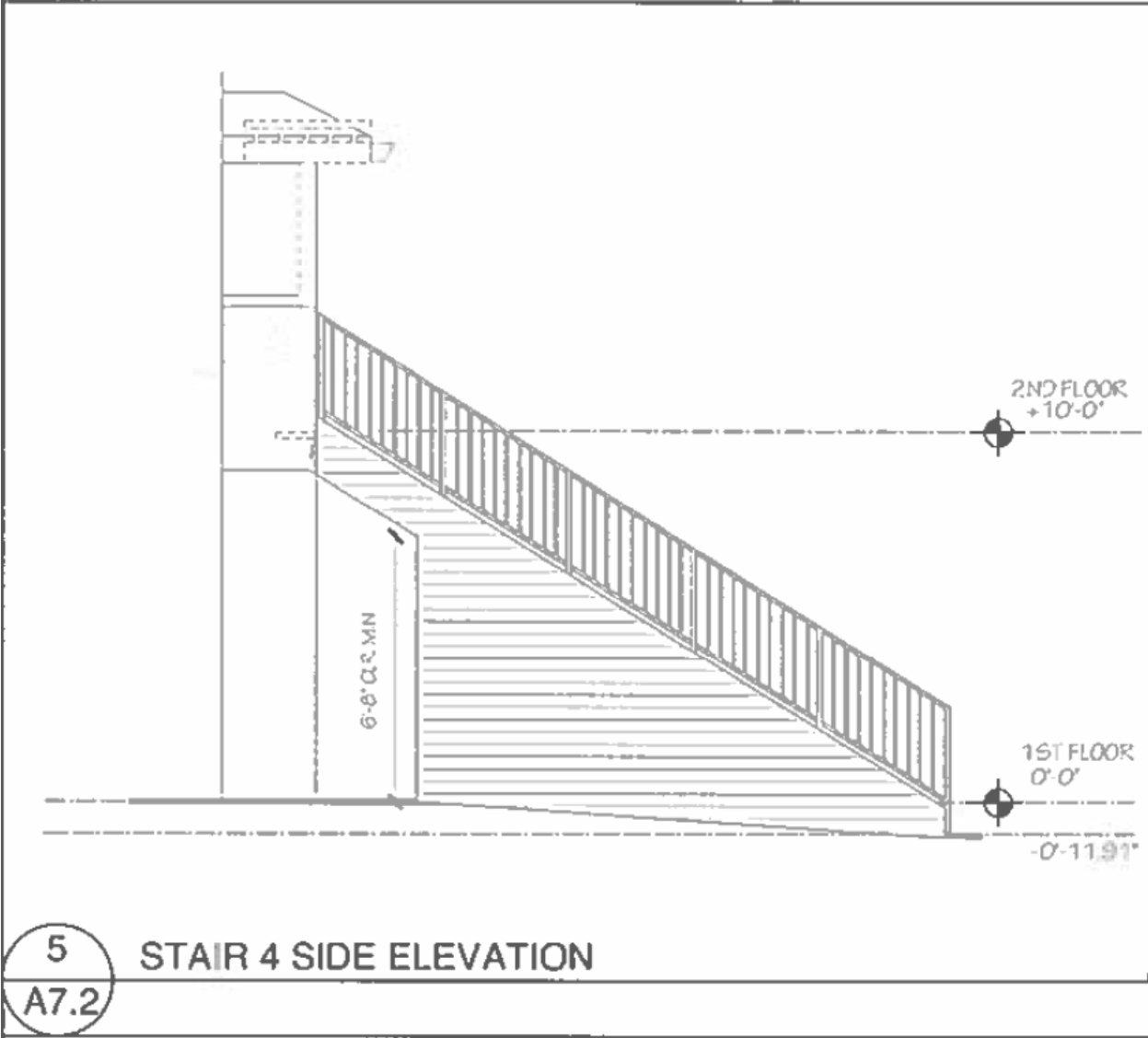
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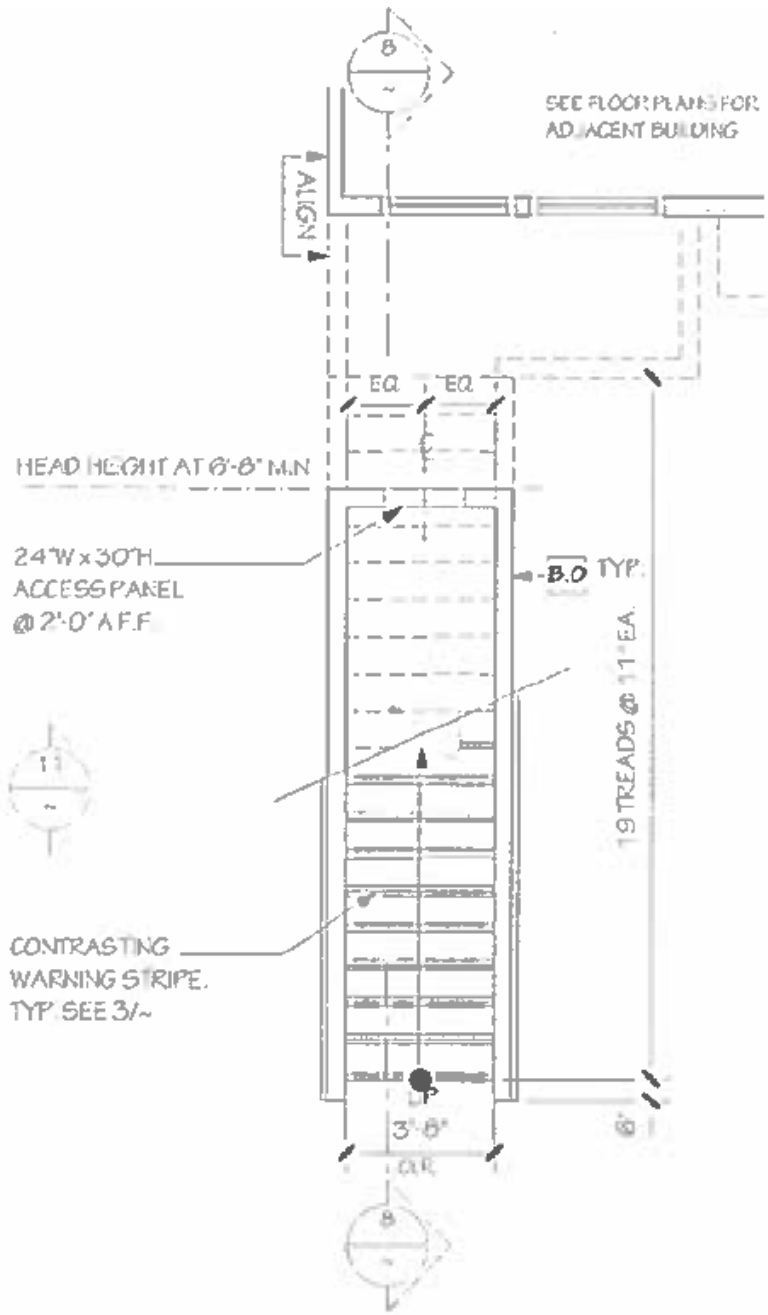
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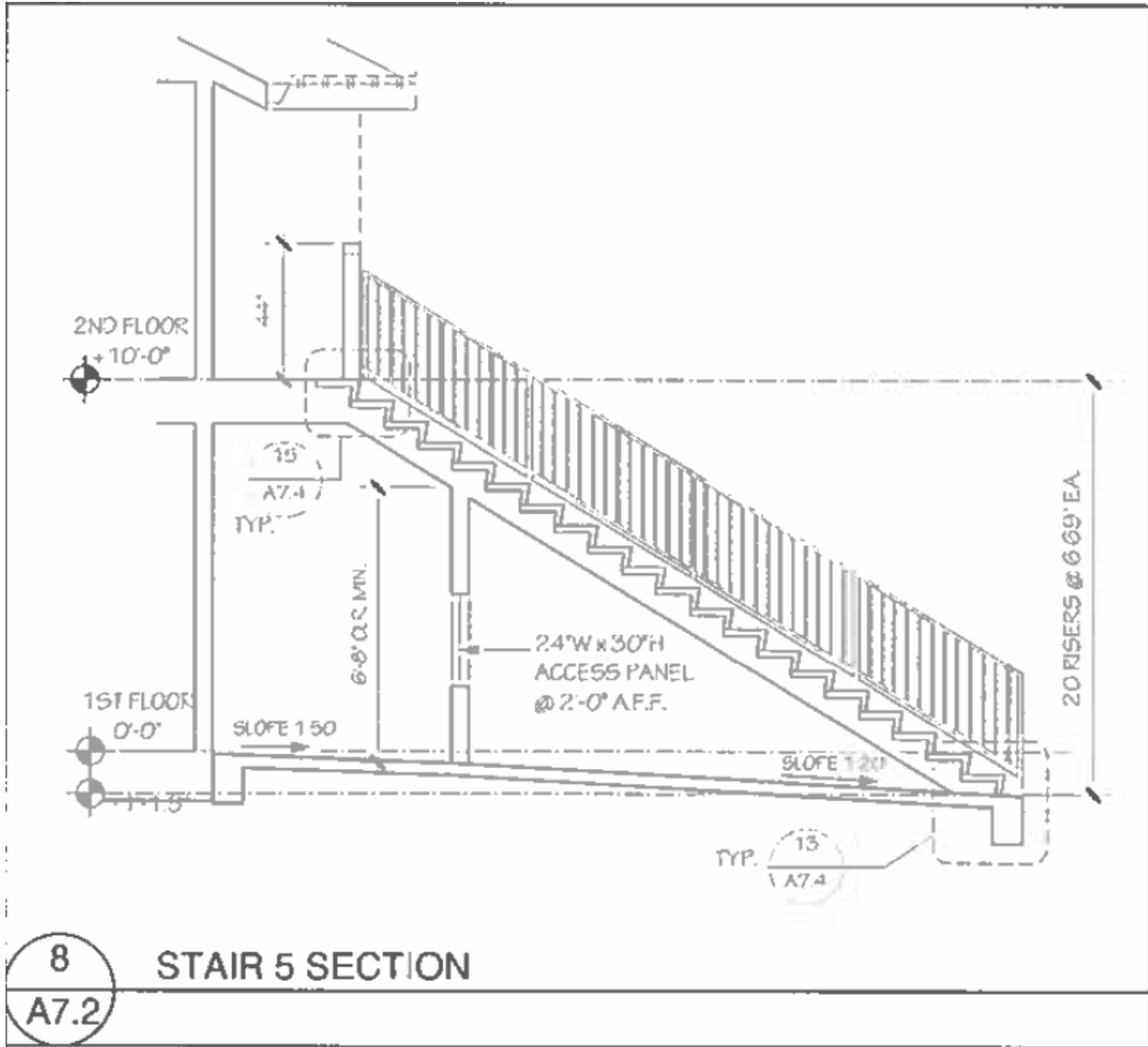
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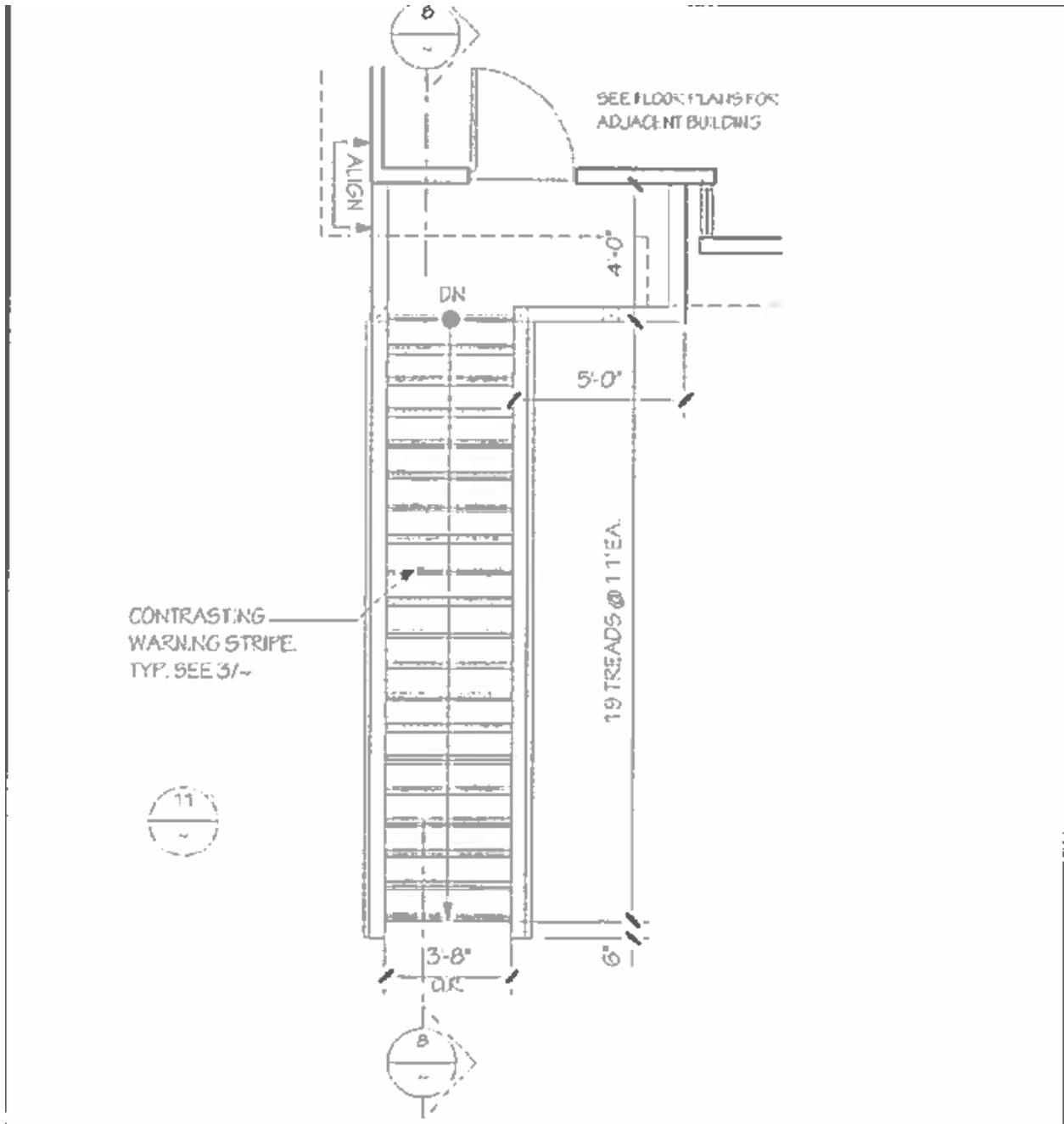


NOT TO SCALE  
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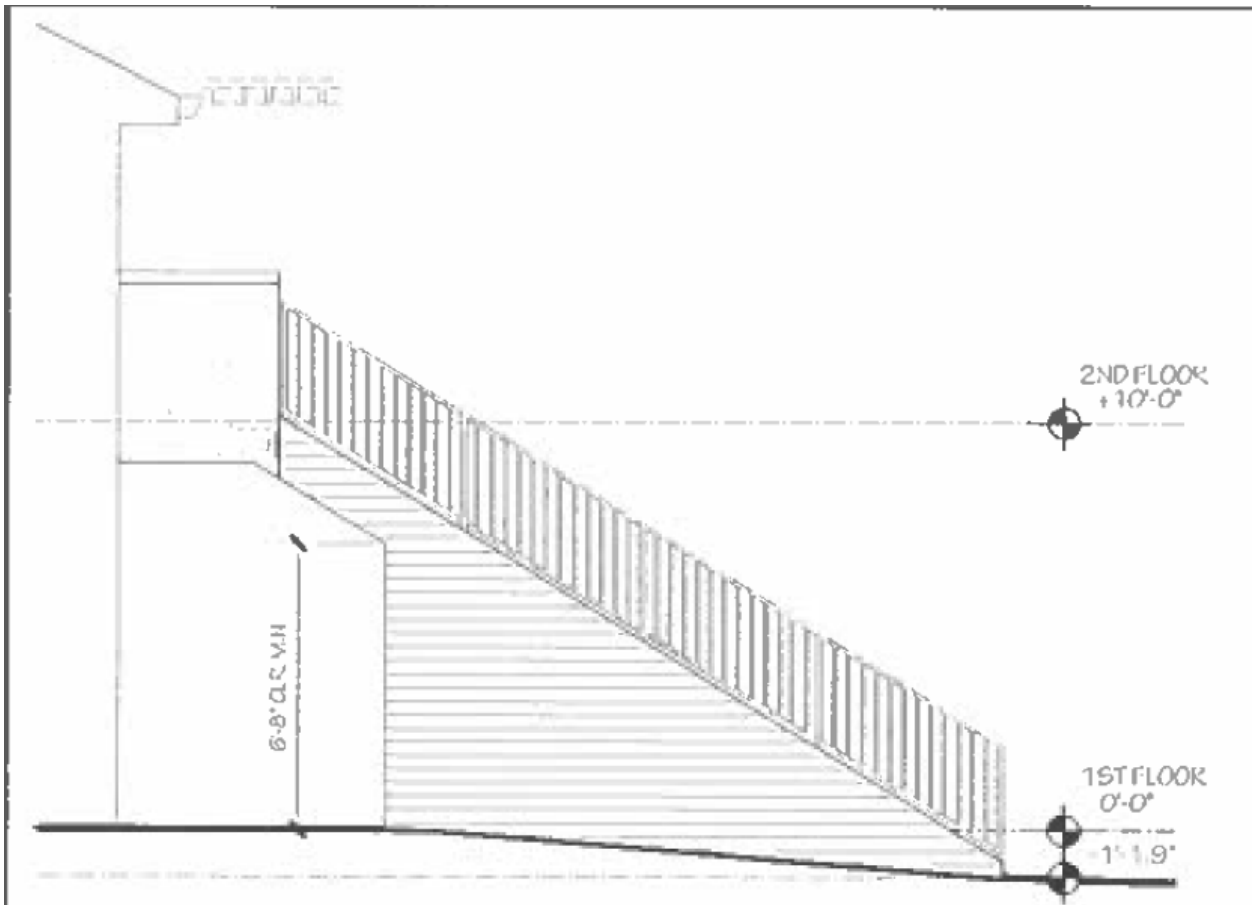
**7** STAIR 5 GROUND FLOOR PLAN  
**A7.2**



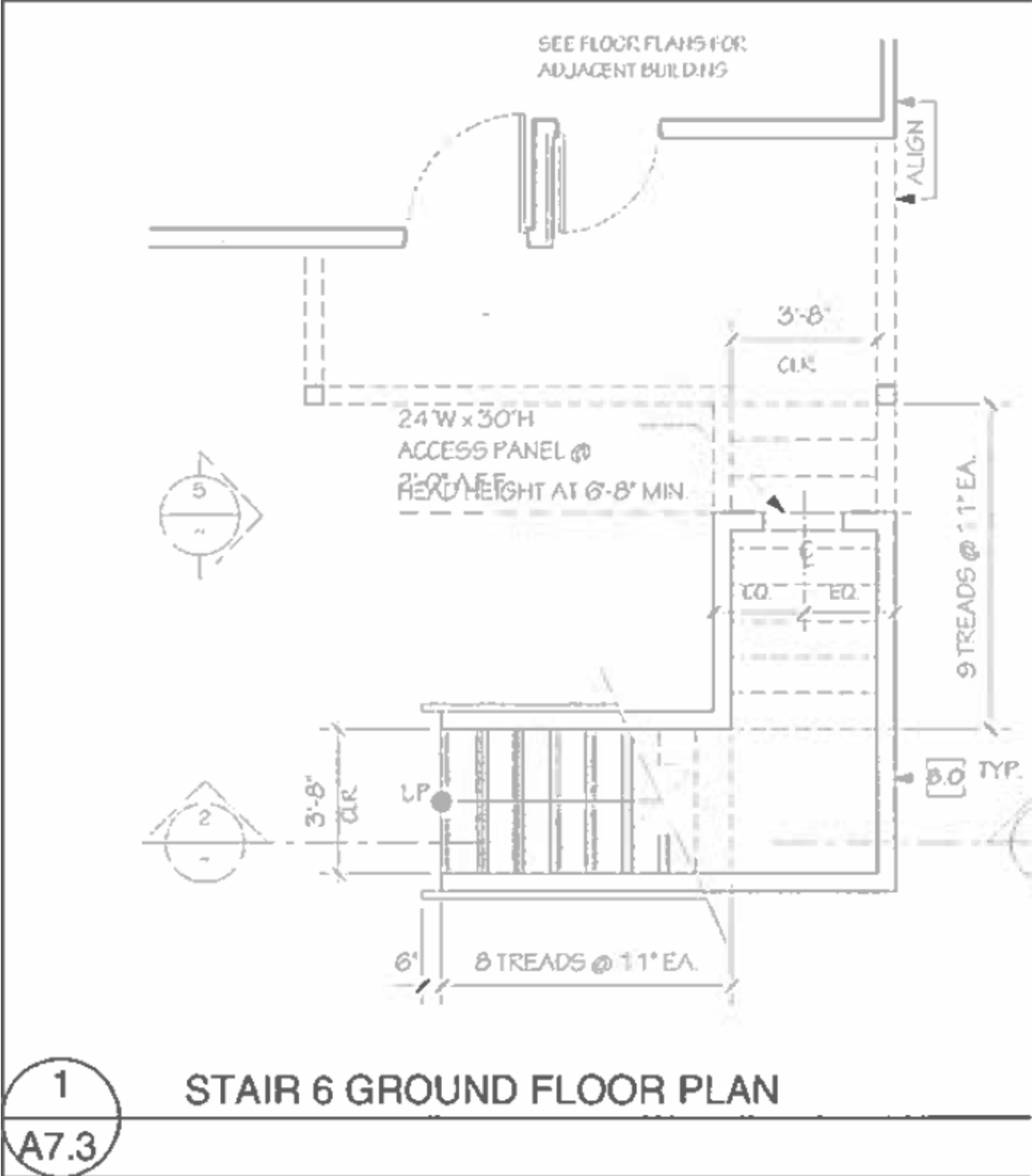


10 STAIR 5 SECOND FLOOR PLAN  
 A7.2

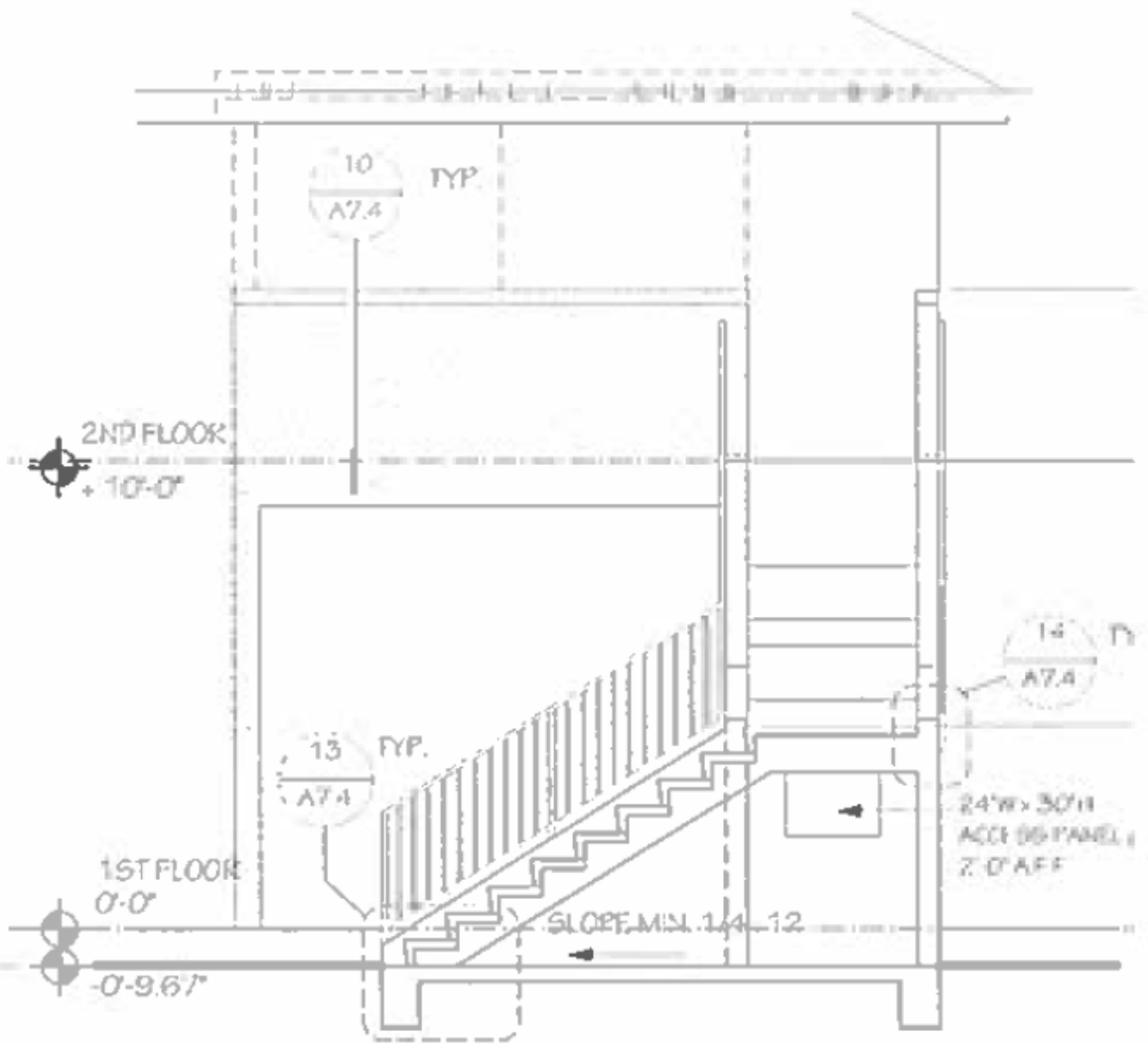




11 STAIR 5 SIDE ELEVATION  
A7.2

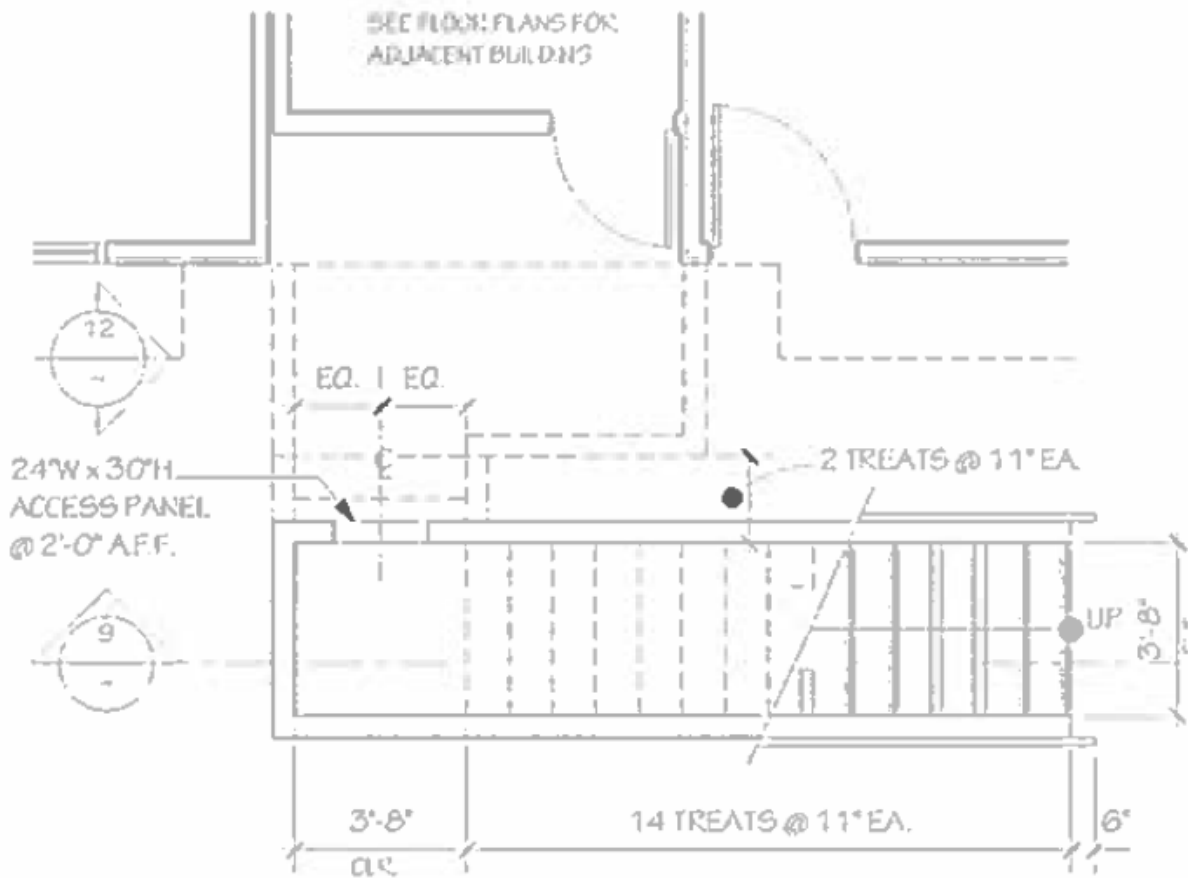


NOT TO SCALE  
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2  
A7.3

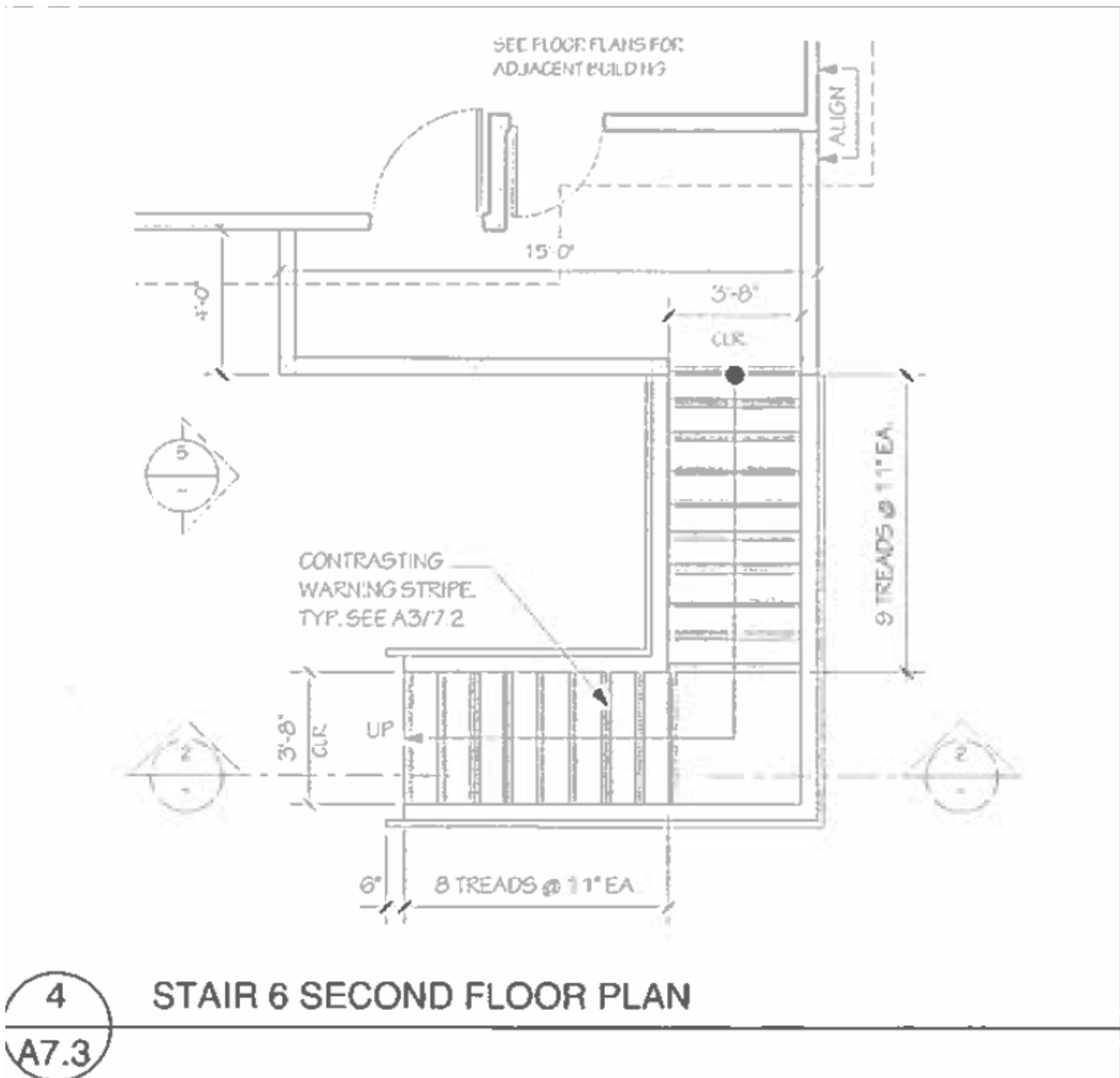
STAIR 6 SECTION

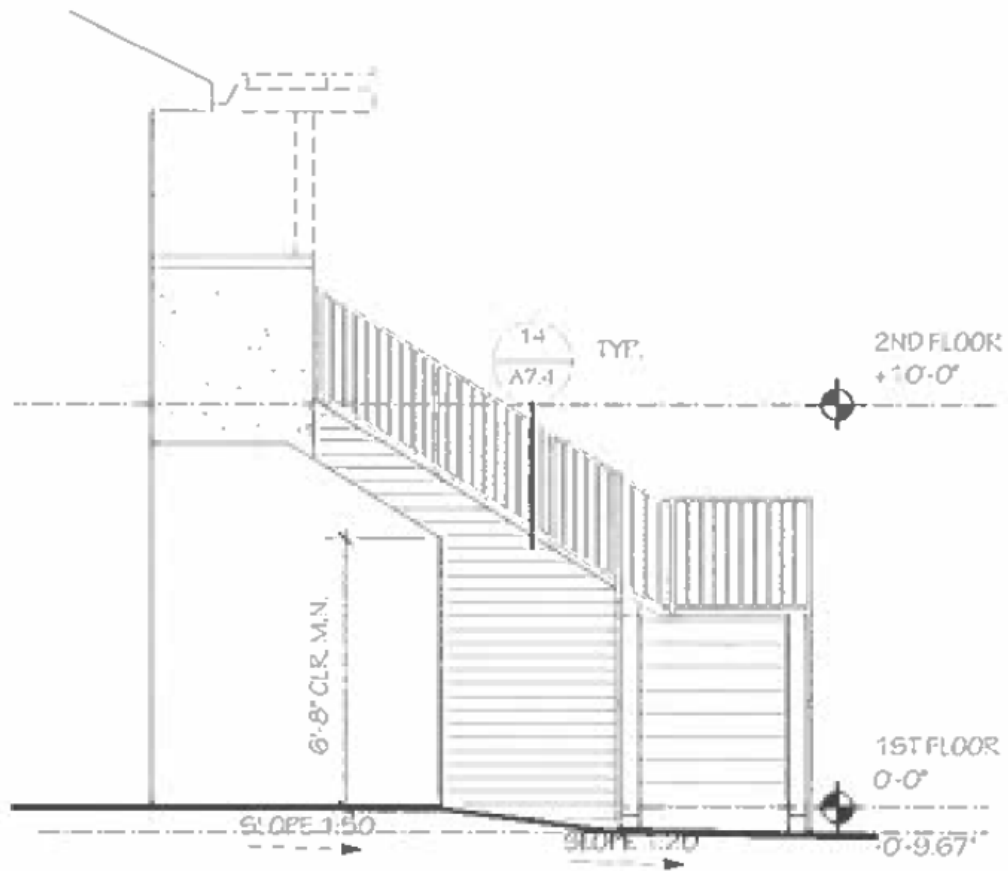


**3** STAIR 8 GROUND FLOOR PLAN

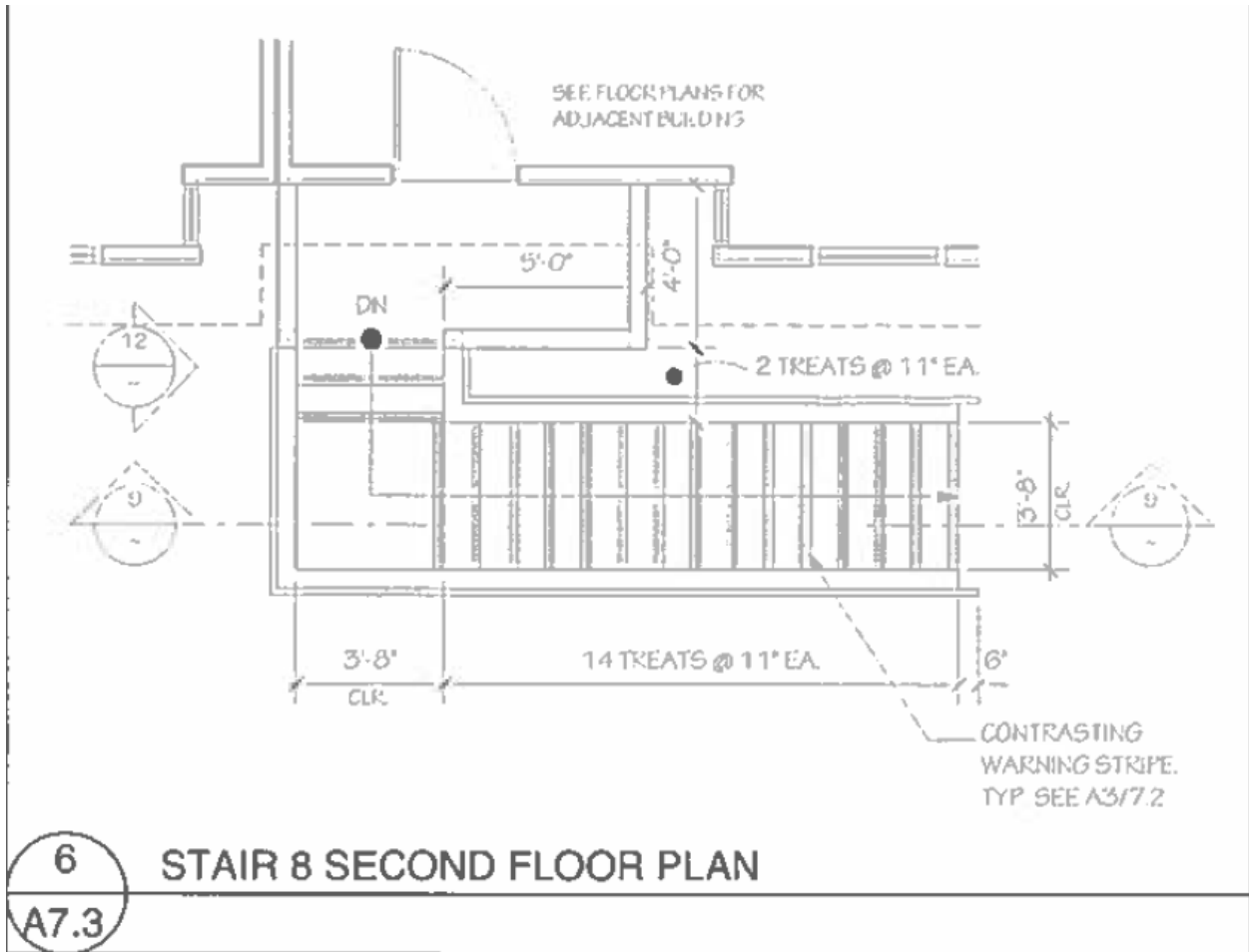
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**A7.3**

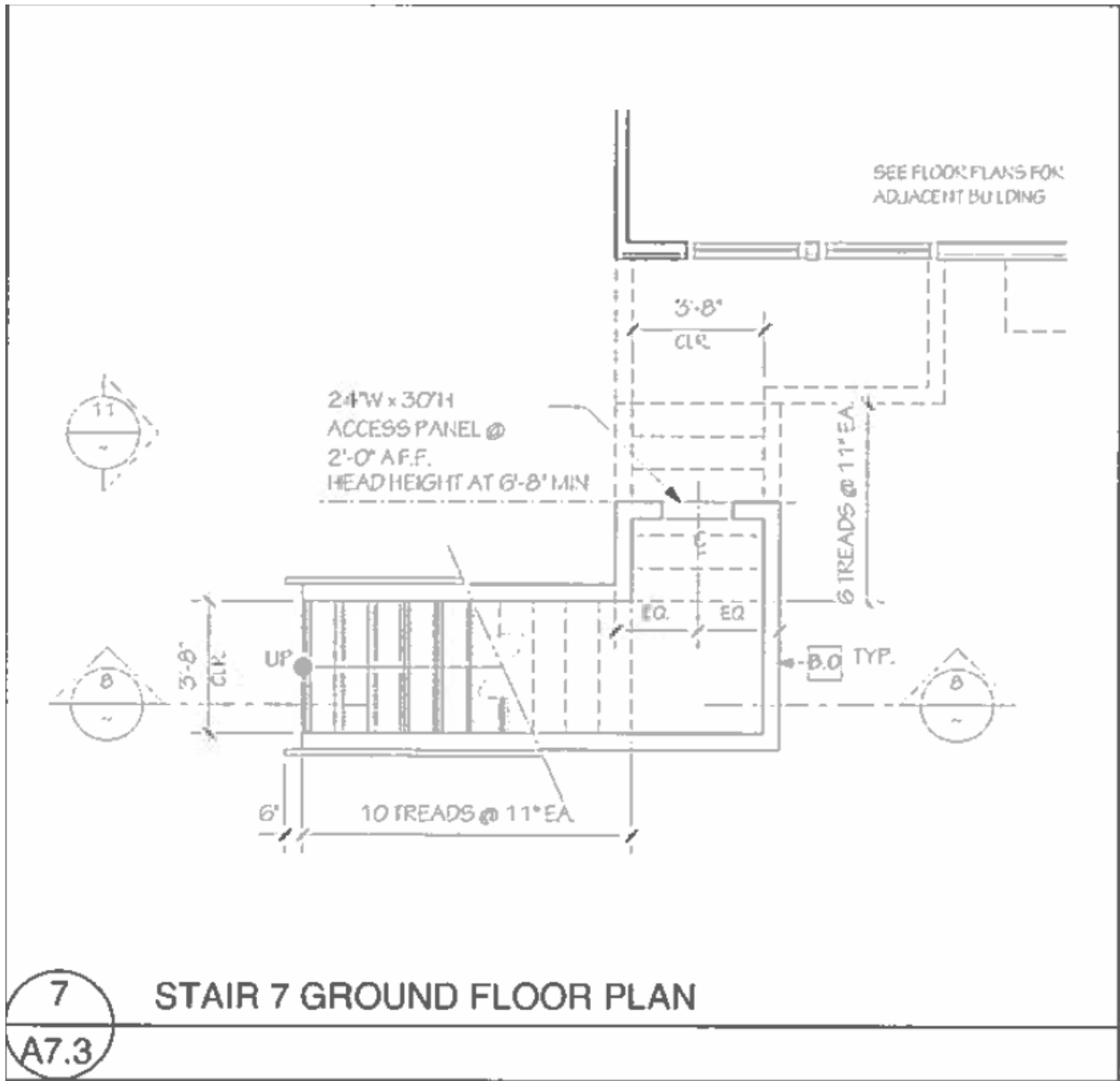




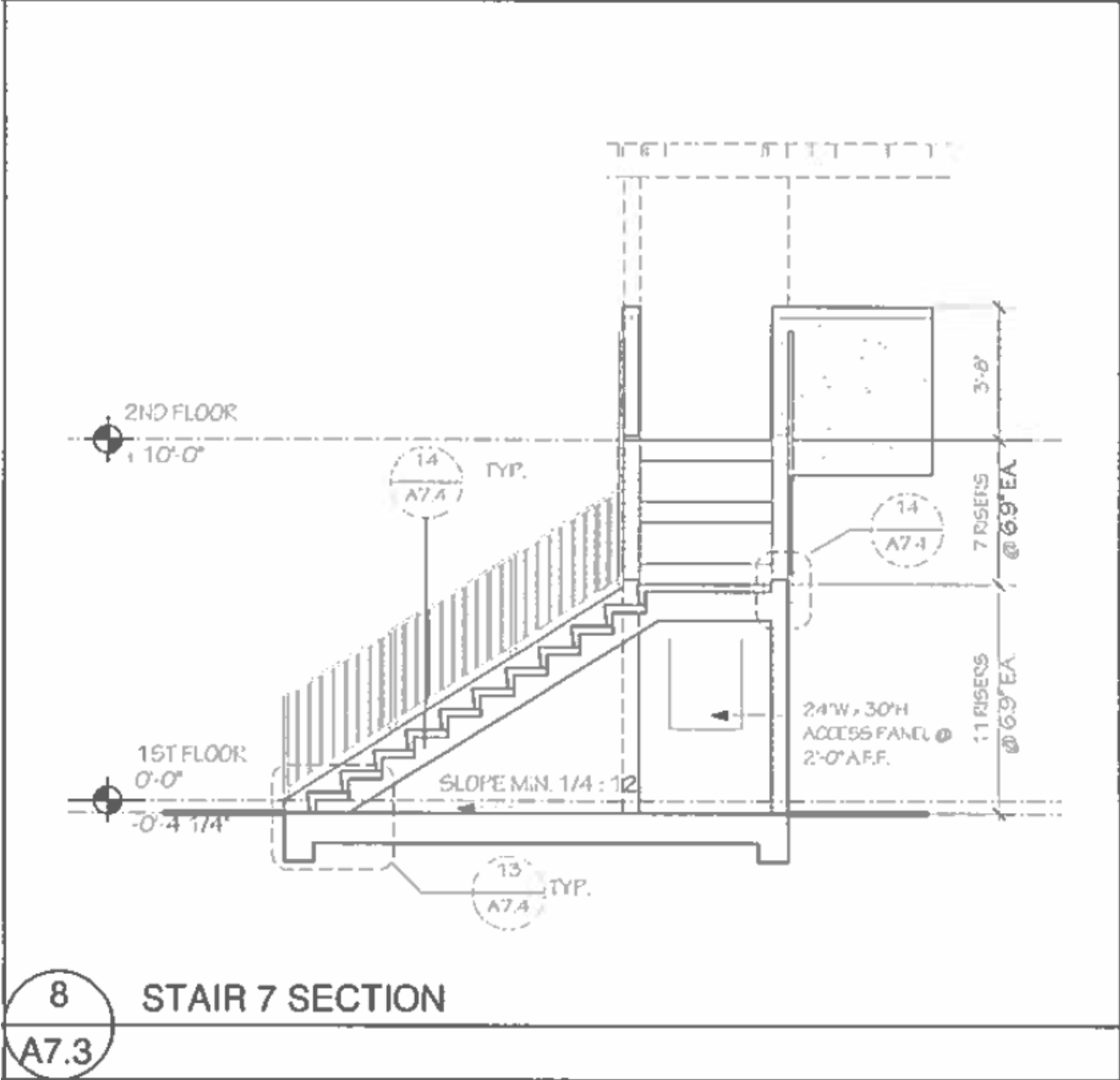
5 STAIR 6 SIDE ELEVATION  
A7.3



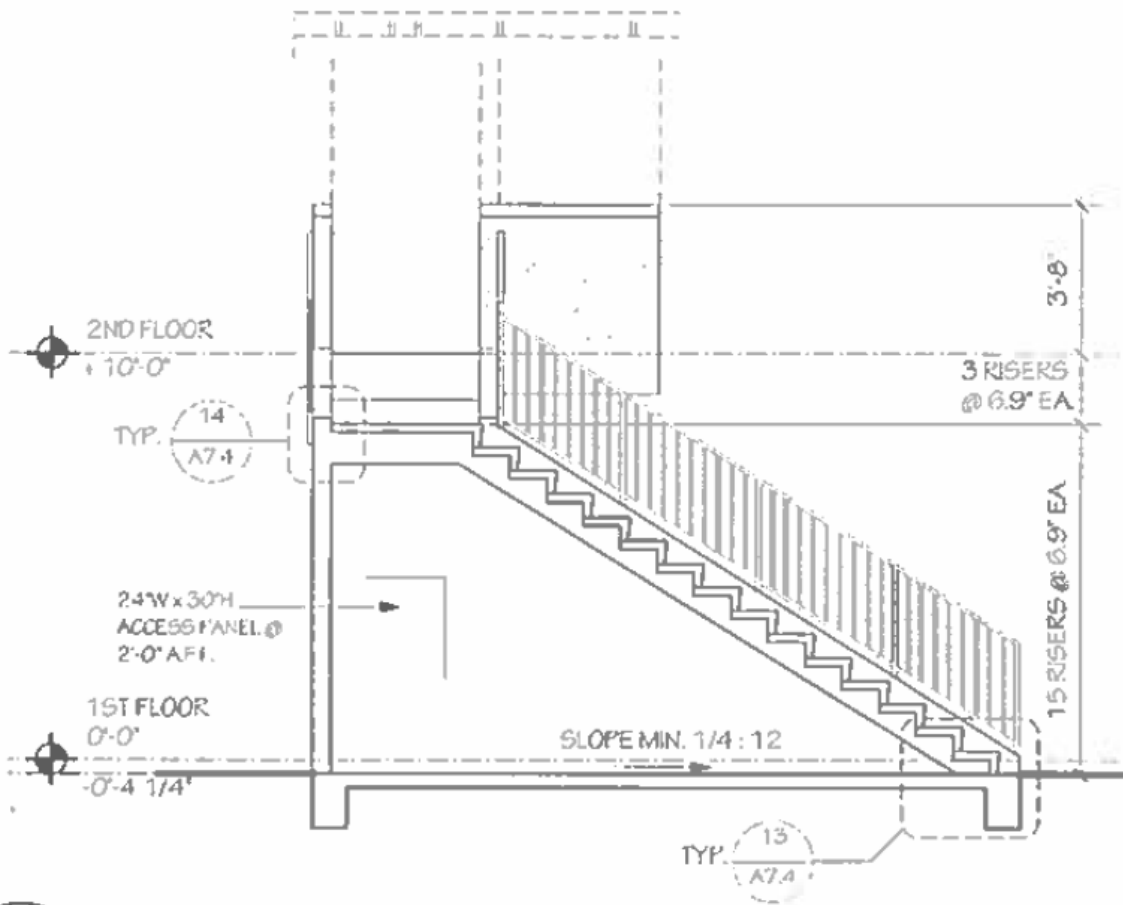
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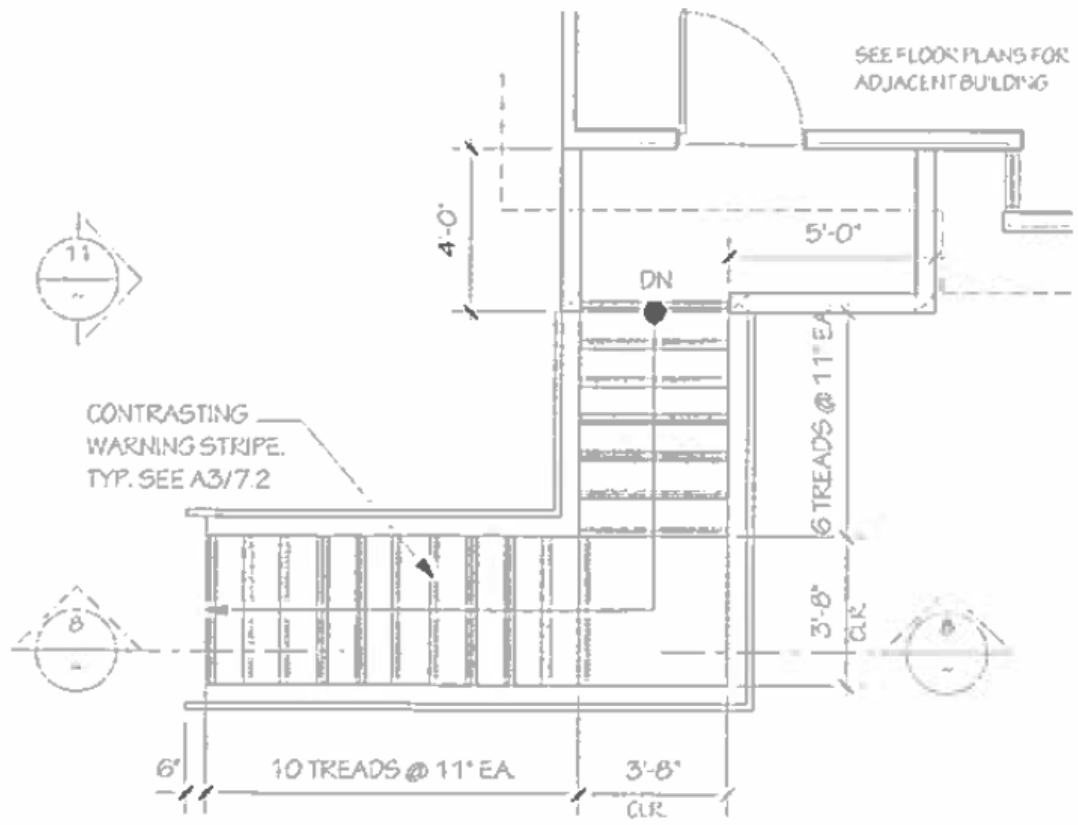




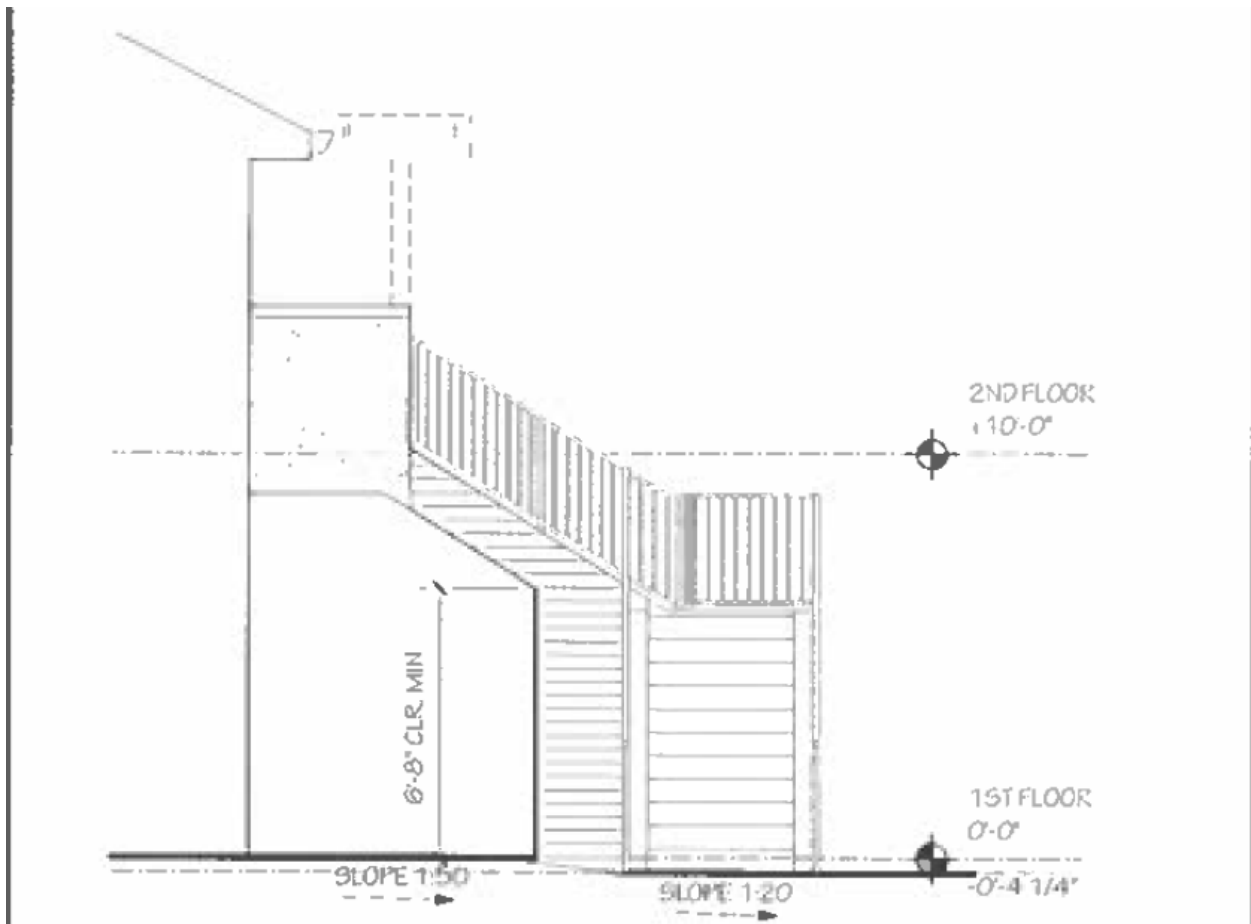
NOT TO SCALE  
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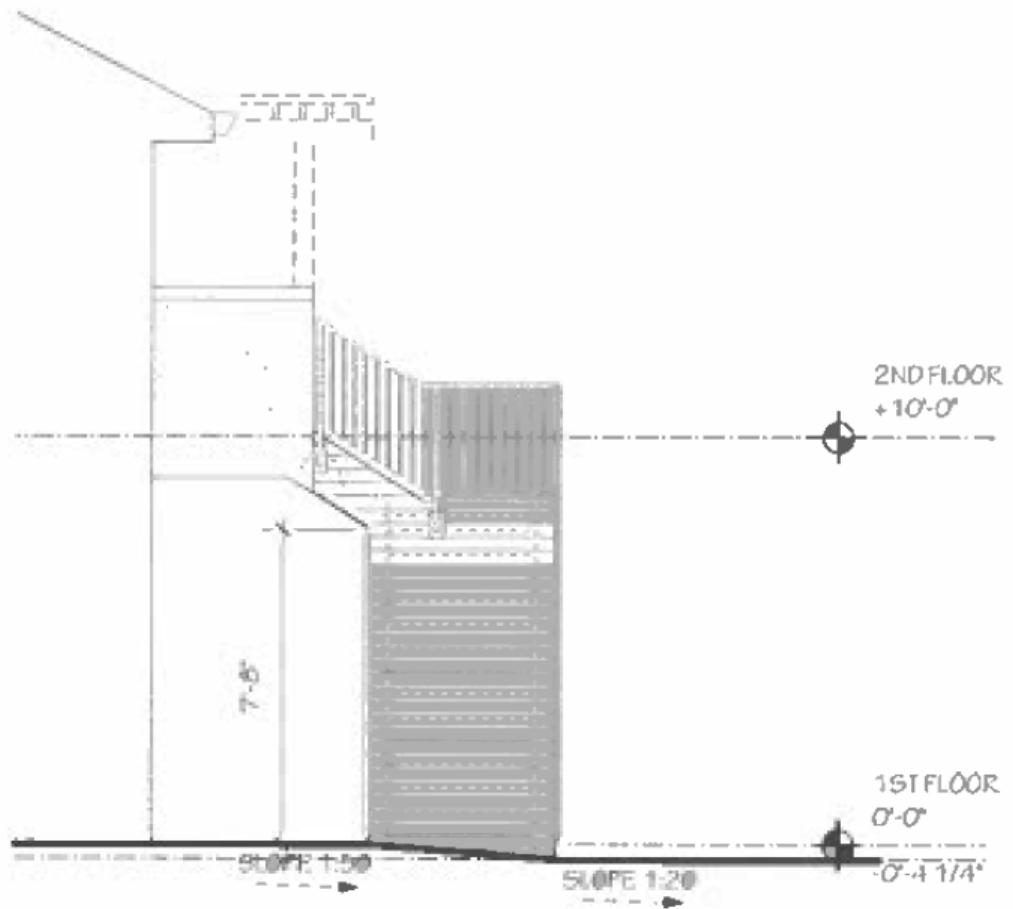
9  
A7.3 STAIR 8 SECTION



10 STAIR 7 SECOND FLOOR PLAN  
 A7.3

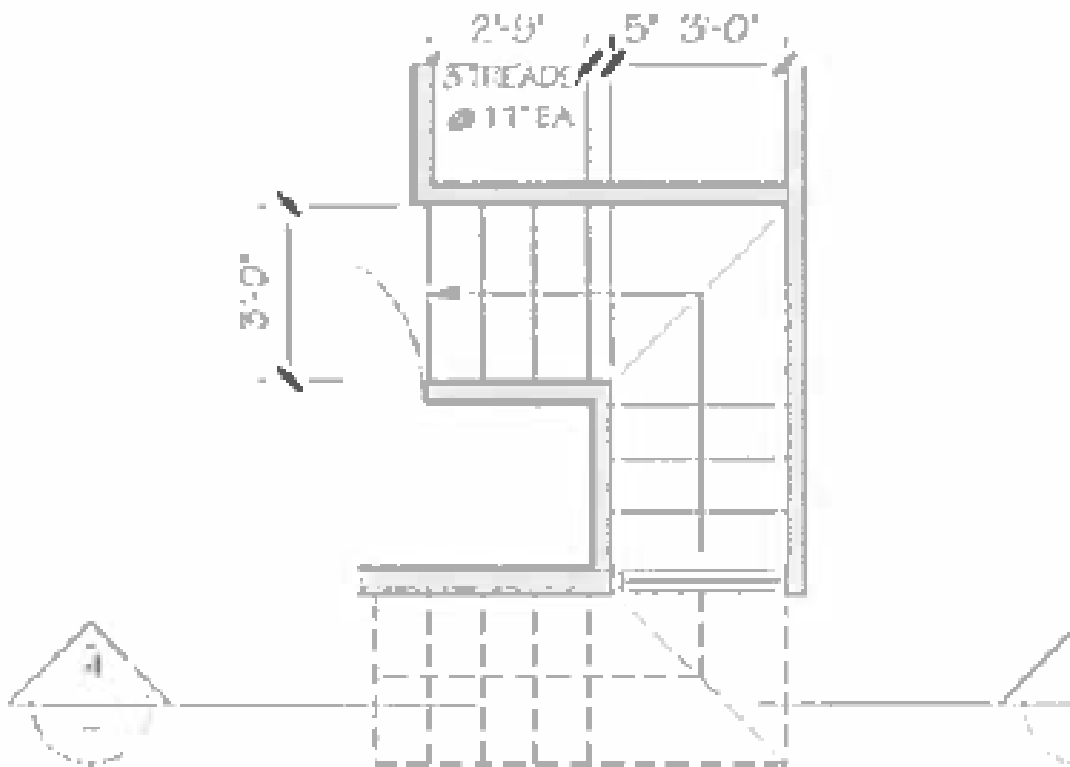


11 STAIR 7 SIDE ELEVATION  
A7.3

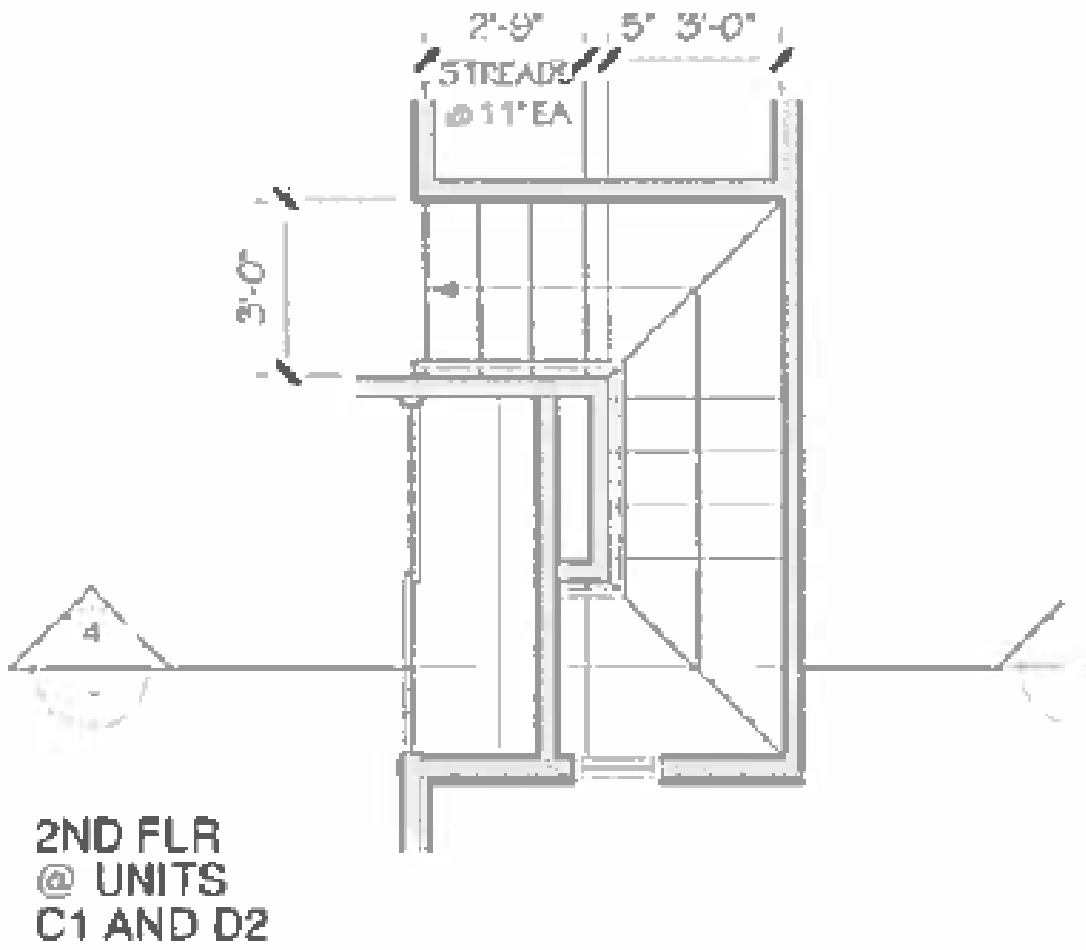


12  
A7.3

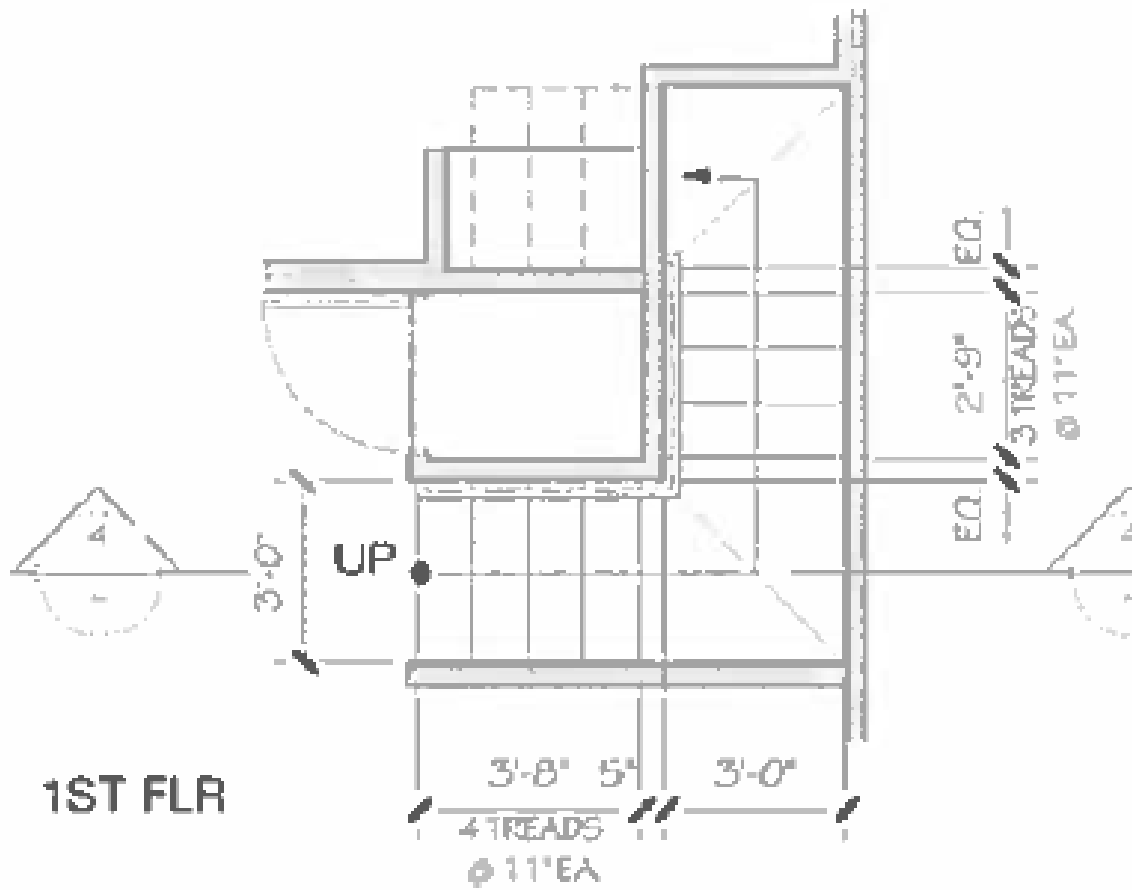
STAIR 8 SIDE ELEVATION



**2ND FLR**  
**@ UNIT C2**



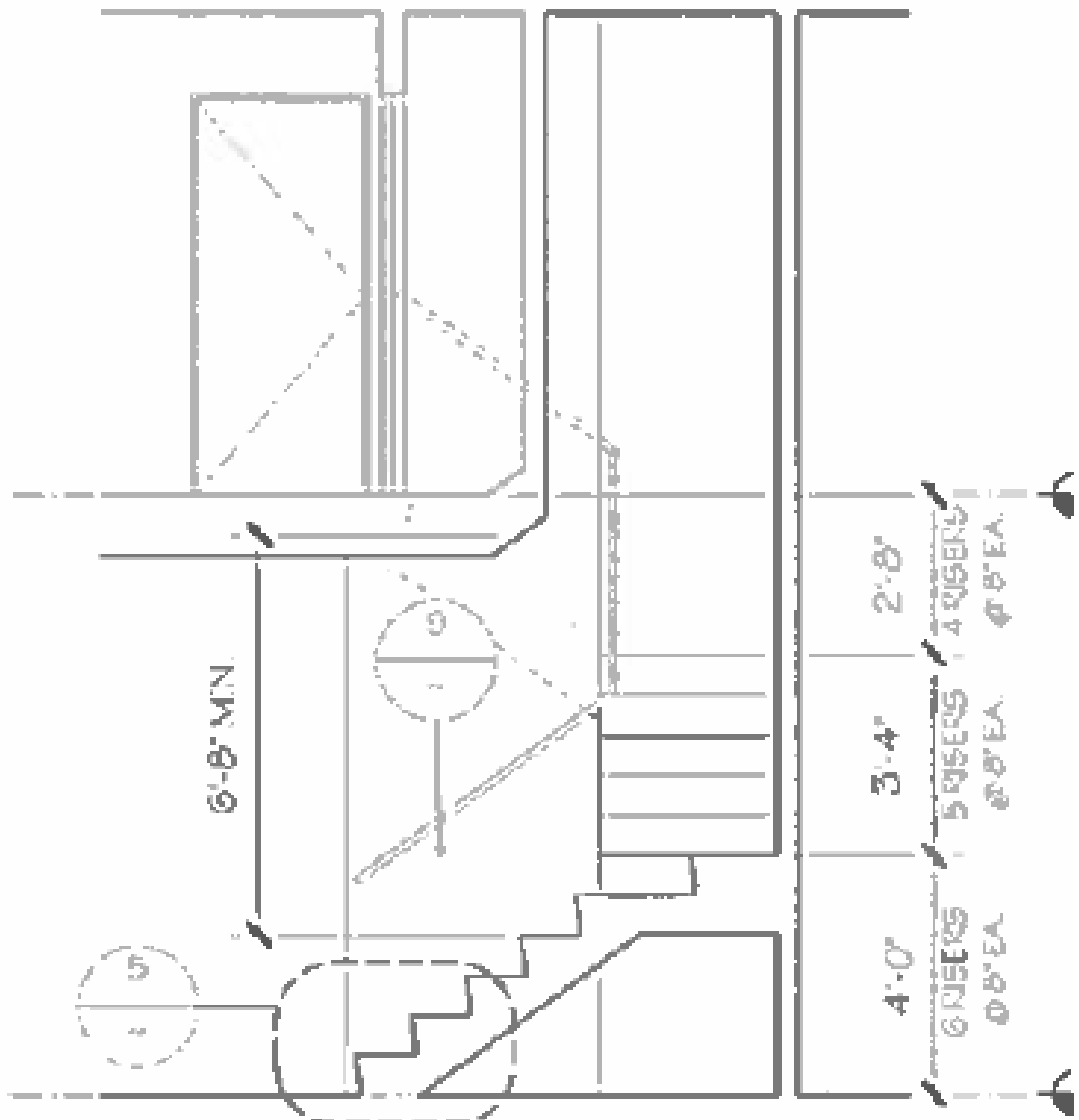
NOT TO SCALE



1  
A7.4

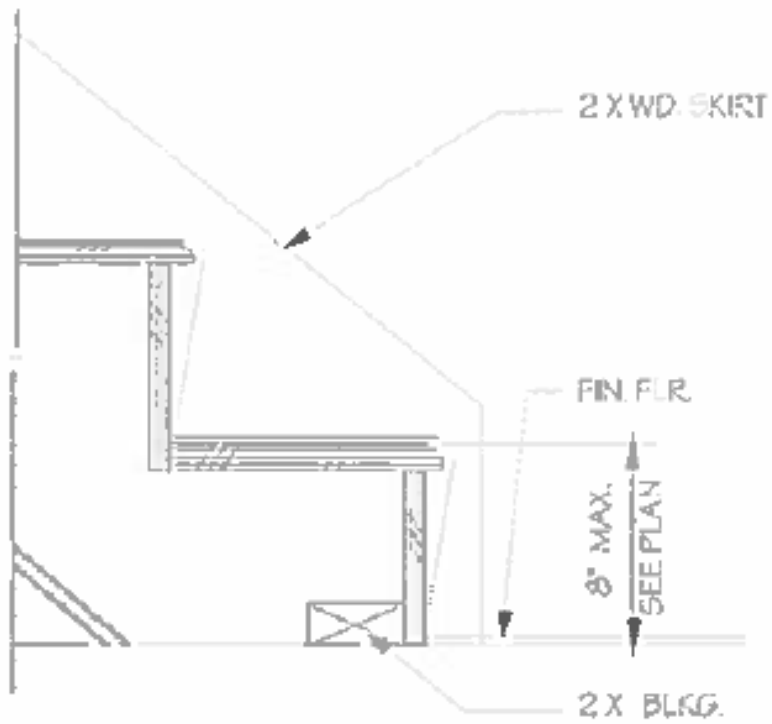
ENLARGED FLOOR PLANS STAIRS  
@ TOWNHOUSES





4  
A7.4

**SECTION STAIRS  
@ TOWNHOUSES**

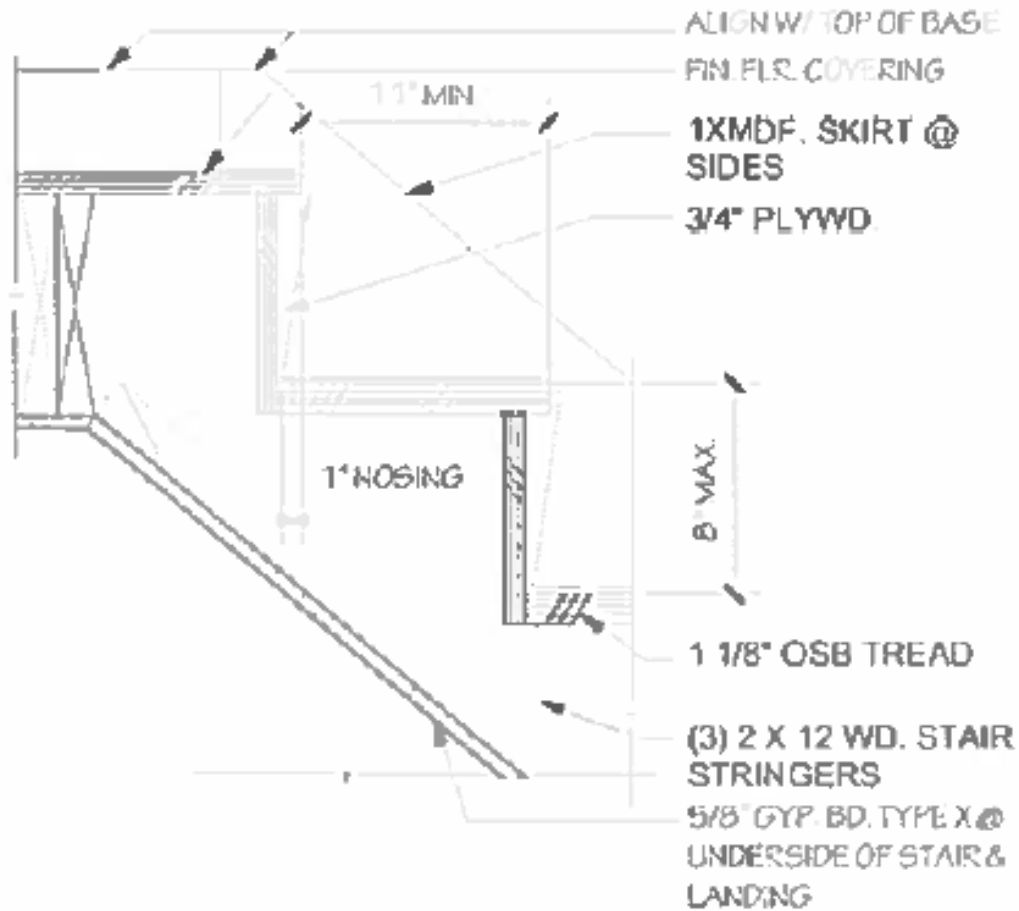


NOTE:  
SEE PLAN FOR TYP. NOTES  
AND DIMENSIONS

5  
A7.4

**INTERIOR STAIR BOTTOM TREAD**

1 1/2"=1'-0"



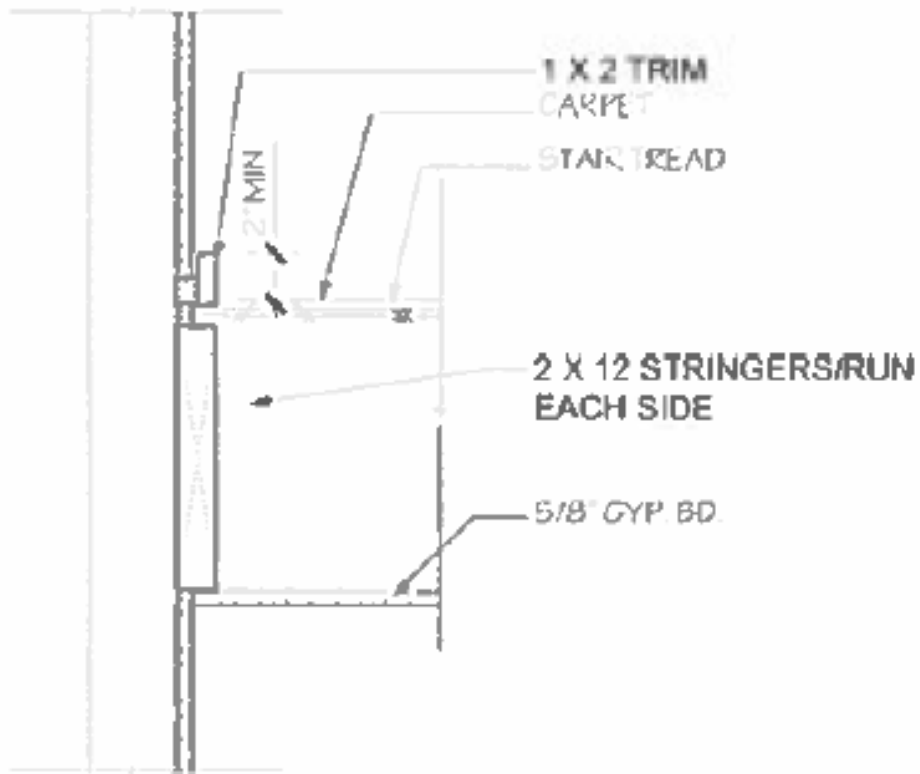
6  
 A7.4

## INTERIOR STAIR TOP NOSING

1 1/2" = 1'-0"

NOT TO SCALE

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7  
A7.4

INTERIOR STAIR LANDING @ WALL

1 1/2" = 1'-0"

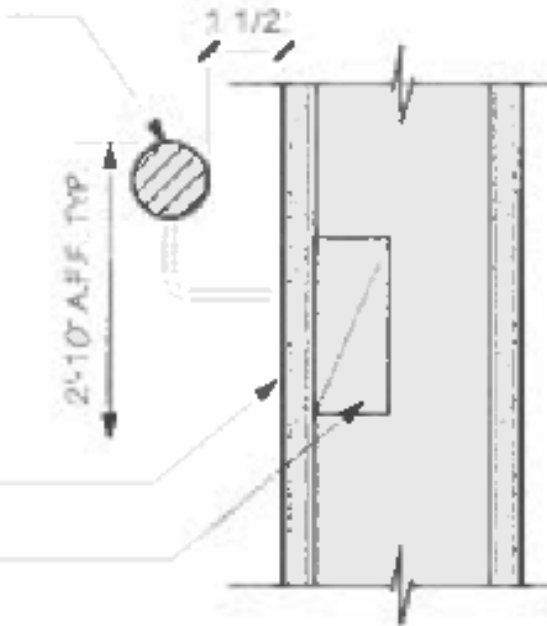
NOT TO SCALE

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1 1/2"Ø WOOD  
HANDRAIL AT  
INTERIOR  
STAIRS, TYP.

RAIL BRACKET,  
SPACED MAX.  
1'-0" O.C. &  
W/IN 1'-0" OF  
HANDRAIL  
TERMINATIONS

2X WD. BLKG.



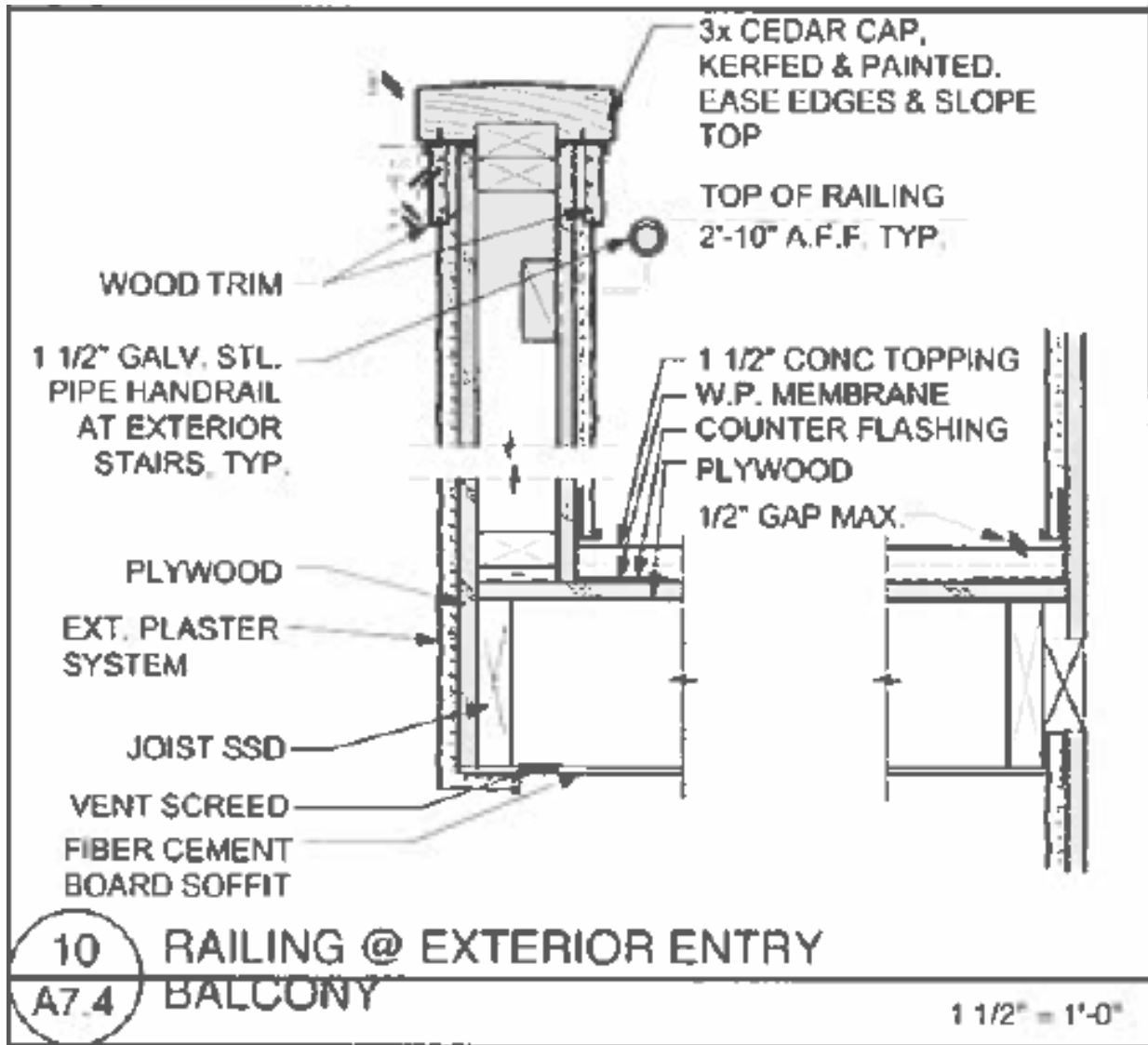
9  
A7.4

## INTERIOR HANDRAIL ATTACHMENT TO WALL, TYP.

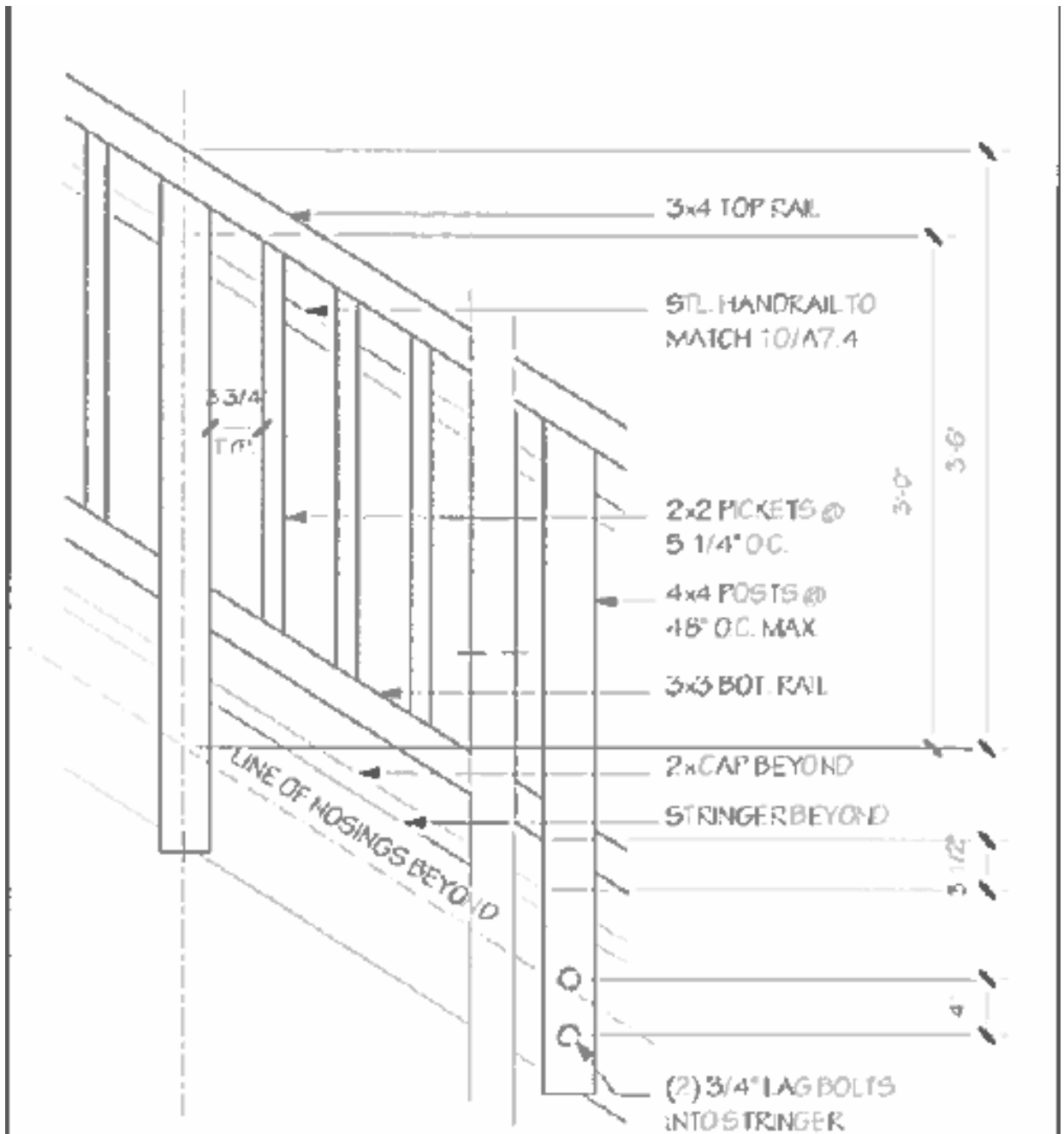
3" = 1'-0"

NOT TO SCALE

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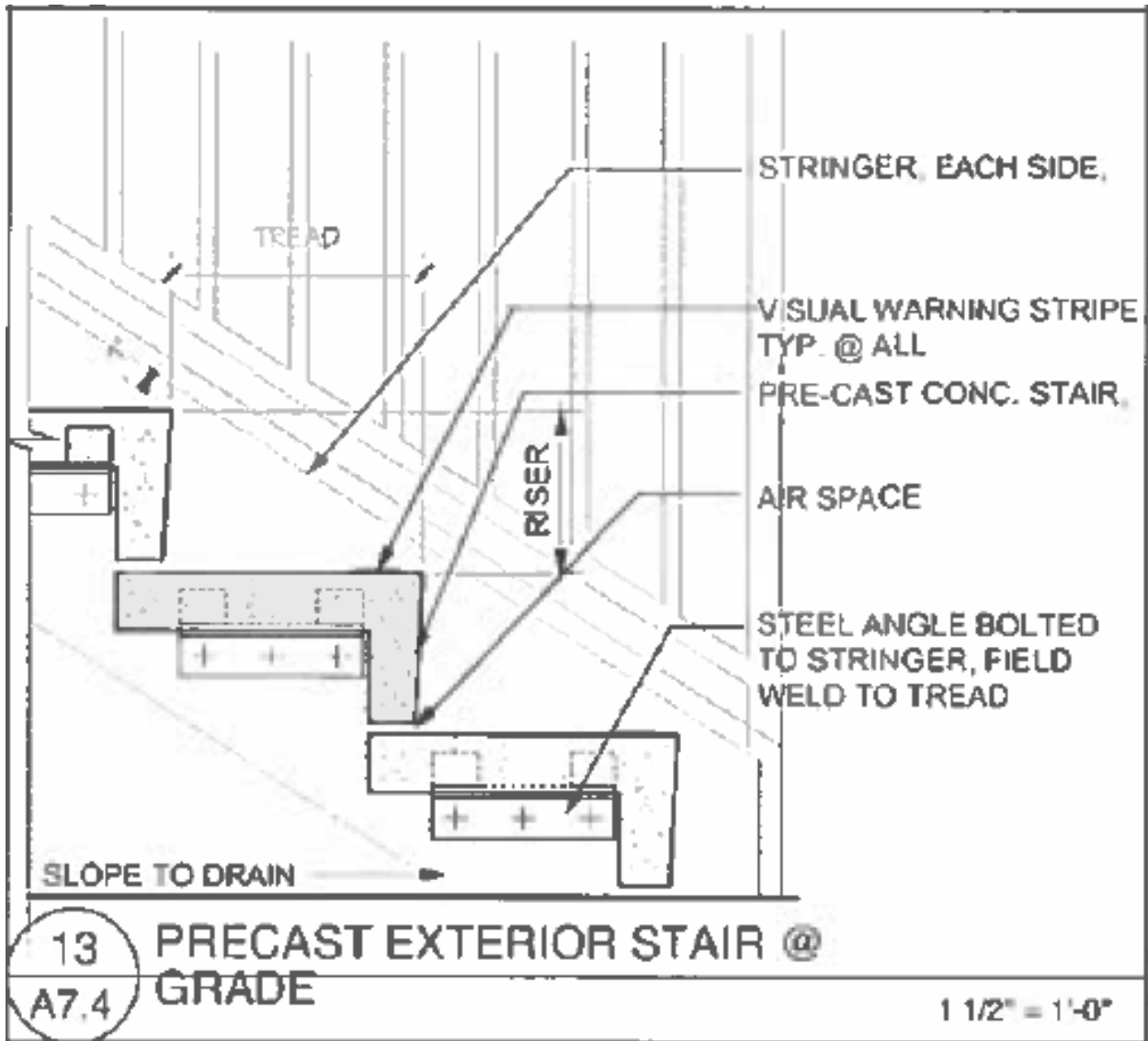


NOT TO SCALE



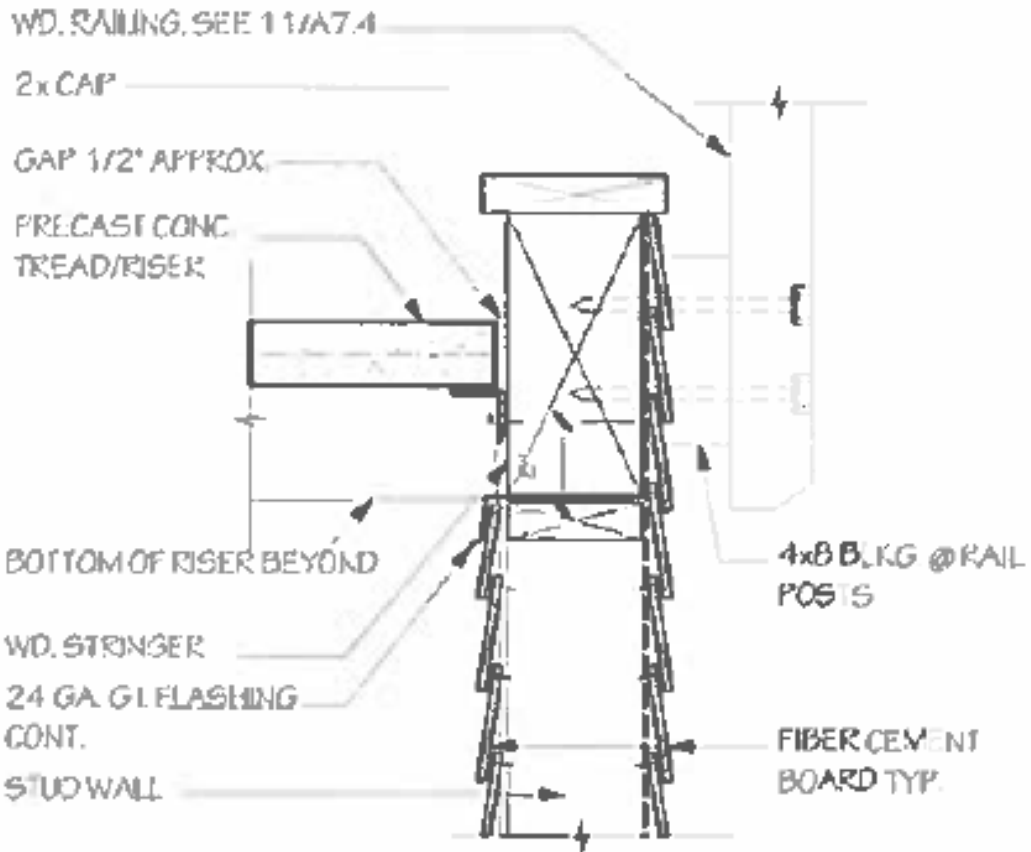
11  
 A7.4

WOOD RAIL @ STAIR



NOT TO SCALE

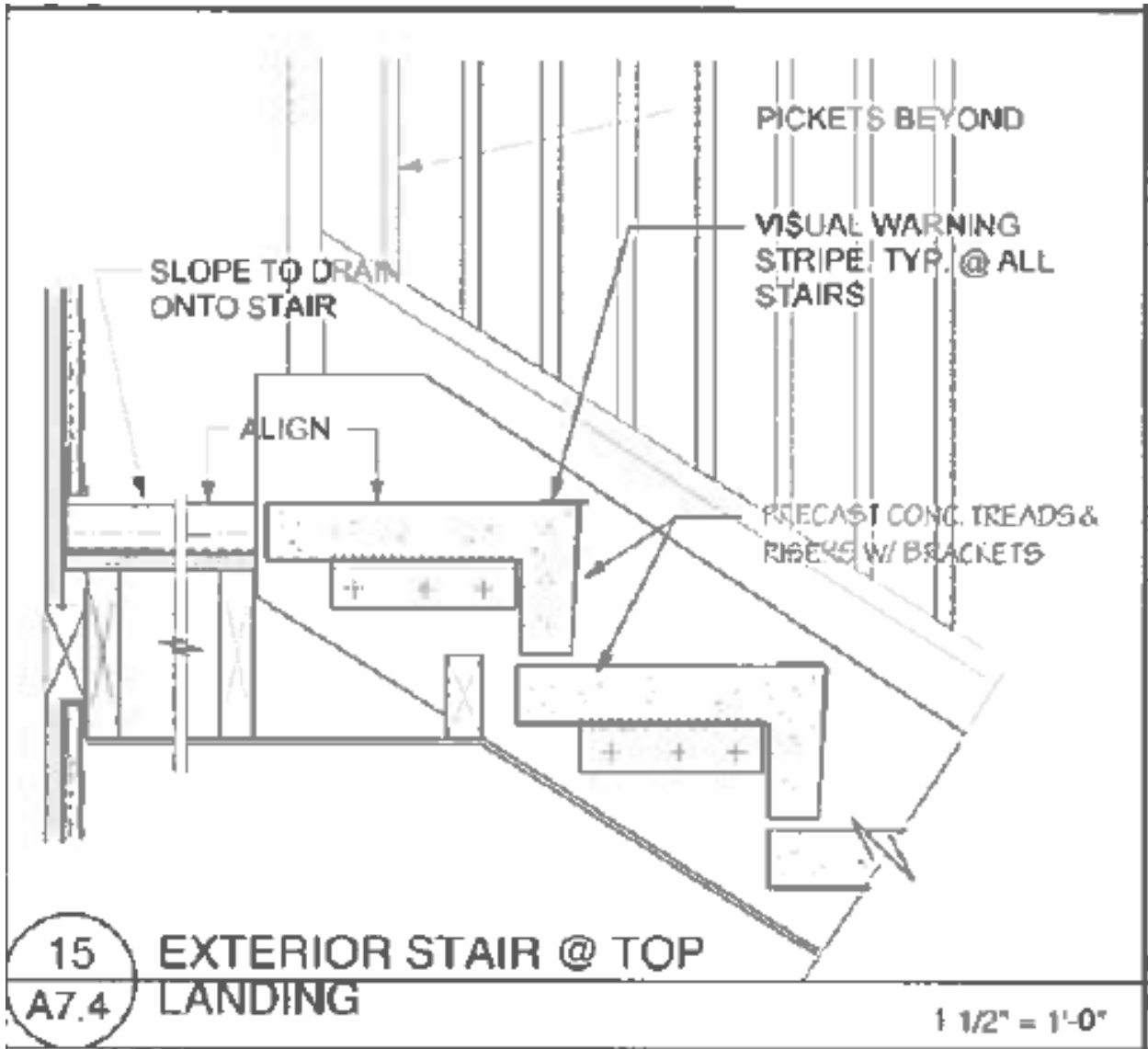




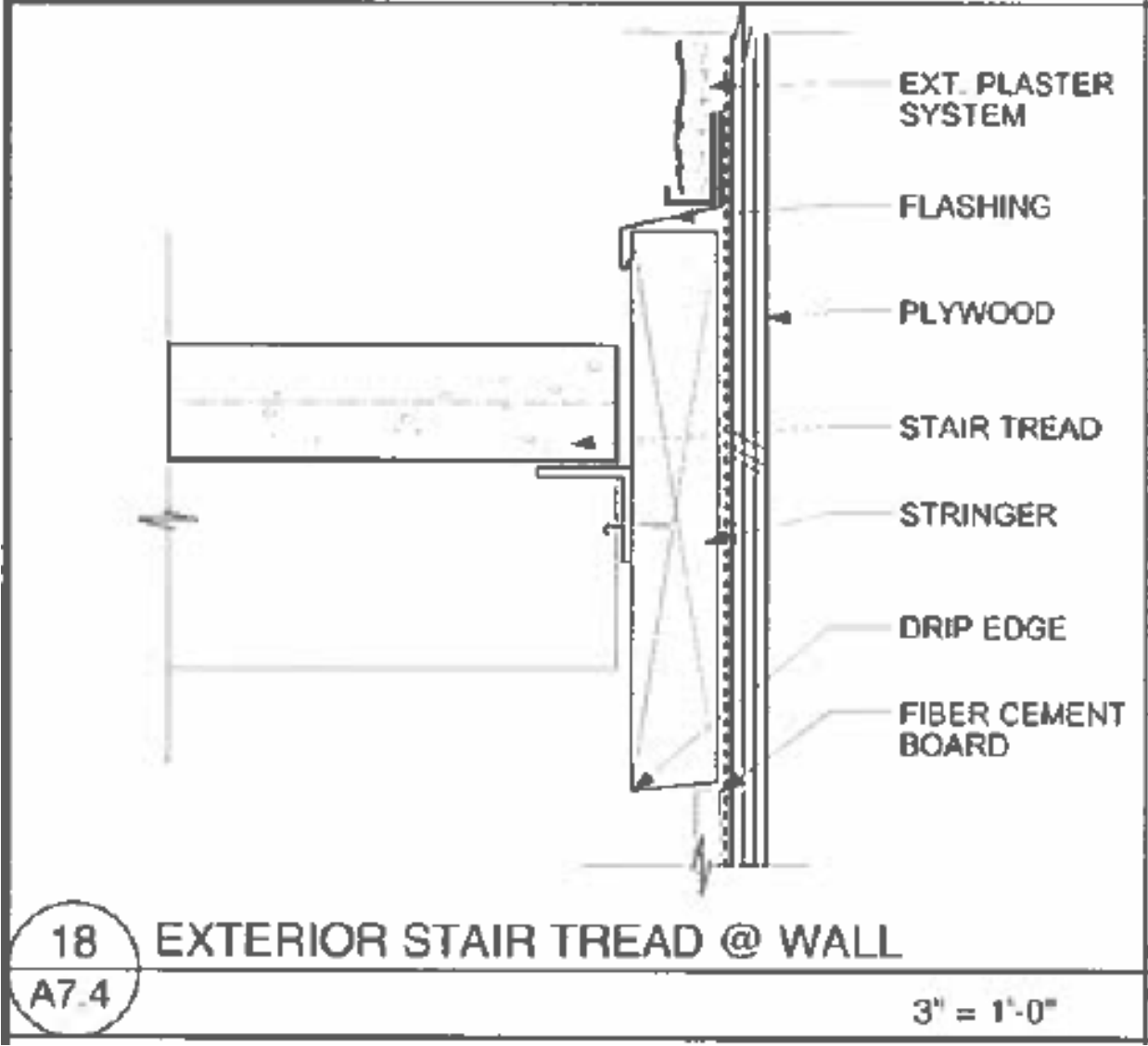
14  
A7.4

FIBER BOARD @ EXTERIOR  
STAIR STRINGER

1 1/2" = 1'-0"



NOT TO SCALE



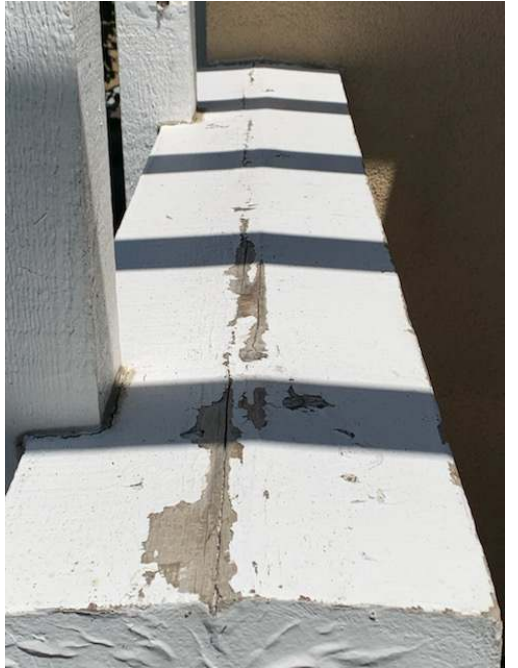
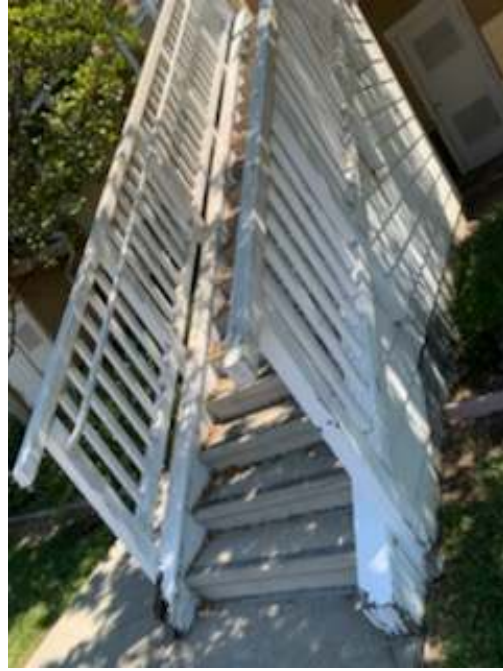
NOT TO SCALE  
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# ATTACHMENT K

*Stairway Pictures*

DeAnza Gardens Stairs & Handrails Repairs, Exterior Paint  
Building 300, 410, and 605  
Eleven (11) Concrete and Wood Stairs & Handrails Assembly and Exterior Paint Repairs

Building 300 (1)





BUILDING 410 (4)

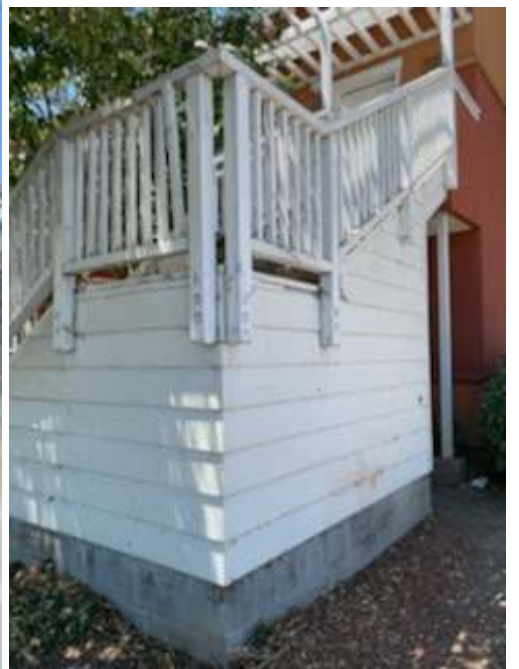






BUILDING 605 (6)





# **ATTACHMENT L**

*State of California Prevailing Wage Rate*

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR  
OF INDUSTRIAL RELATIONS PURSUANT TO CALIFORNIA LABOR CODE  
PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773, & 1773.1**

**CRAFT: RESIDENTIAL CARPENTER#**

**RESIDENTIAL DETERMINATION: R-23-31-1-2023-1A**

Pursuant to the California Code of Regulations Section 16001(d), residential projects consist of single-family homes and apartments up to and including four stories. This residential determination applies only to the residential portion of the project meeting this definition. Construction of any structures or ancillary facilities on the project that does not meet this definition requires the payment of the general commercial prevailing wage rates. The general commercial prevailing wage rates apply to all residential projects consisting of buildings of five or more stories. The residential prevailing wage rates apply to all residential projects consisting of buildings up to and including four stories.

**ISSUE DATE:** December 1, 2023

**EXPIRATION DATE:** June 30, 2024\*\*

The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

**LOCALITY:**

All localities within Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano Counties.

**WAGE RATES:**

| <b>Classifications</b>                                | <b>Basic Straight-Time Hourly Rate</b> |
|---|--|
| Residential Carpenter                                 | \$59.79                                |
| Residential Hardwood Floorlayers                      | \$59.94                                |
| Residential Shinglers                                 | \$59.94                                |
| Residential Power Saw Operators                       | \$59.94                                |
| Residential Steel Scaffold and Steel Shoring Erectors | \$59.94                                |
| Residential Saw Filers                                | \$59.94                                |

**EMPLOYER PAYMENTS: (Labor Code Section 1773.1)**

| <b>Employer Payments</b> | <b>Amount</b>           |
|--------------------------|-------------------------|
| Health & Welfare         | \$12.49 per hour worked |
| Pension                  | \$11.25 per hour worked |

# Indicates an apprenticeable craft. To obtain current residential apprentice wage rates please email a request to [statistics@dir.ca.gov](mailto:statistics@dir.ca.gov) or send to the Office of the Director – Research Unit at P.O. Box 420603, San Francisco, CA 94142-0603.

(Continued)

| <b>Employer Payments</b> | <b>Amount</b>                       |
|--------------------------|-------------------------------------|
| Vacation/Dues            | \$5.58 per hour worked <sup>1</sup> |
| Training                 | \$1.19 per hour worked              |
| Other                    | \$3.30 per hour worked <sup>2</sup> |

**PREDETERMINED INCREASE(S):**

Effective on July 1, 2024, there will be an increase of \$4.82 allocated to wages and/or fringes. Effective on July 1, 2025, there will be an increase of \$5.07 allocated to wages and/or fringes. Effective on July 1, 2026, there will be an increase of \$5.32 allocated to wages and/or fringes. There are no further increases applicable to this determination.

**STRAIGHT TIME HOURS:**

Eight (8) consecutive hours per day, Monday through Friday, shall constitute a day's work. Saturday in the same workweek may be worked at a straight-time rate if a job is shut down during the normal workweek due to inclement weather.

**OVERTIME:**

One and one-half (1½x) the basic straight-time hourly rate will be paid for the first four (4) daily overtime hours and the first eight (8) hours worked on Saturday. Double (2x) the basic straight-time hourly rate will be paid for all hours worked in excess of the first four daily overtime hours and the first eight hours on Saturday and all hours worked on Sundays and Holidays. For the four designated off/holidays, one and one-half (1½x) the basic straight-time hourly rate will be paid for the first eight (8) hours worked.

**RECOGNIZED HOLIDAYS:**

New Year's Day, Martin Luther King's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas Day. If any of the holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

The following days will be designated off/holidays:

2024: Friday, February 16th, Friday, May 24th, Friday, July 5th, Friday, August 30<sup>th</sup>.

2025: Friday, January 17th, Friday, May 23rd, Friday, August 29th, Friday, December 26th.

2026: Friday, January 2nd, Friday, February 13th, Friday, May 22nd, Friday, September 4th.

2027: Friday, January 15th, Friday, May 28th, Friday, September 3rd, Friday, November 12th.

**TRAVEL AND SUBSISTENCE:**

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification, or type of worker may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

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<sup>1</sup> Includes an amount for work fees.

<sup>2</sup> Includes an amount for Annuity Trust Fund, Industry Promotion Fund, Contract Work Preservation, Carpenter Employers Contract Administration, Carpenters International Training Fund, and Vacation/Holiday/Sick Leave Admin.