

June 3, 2024

Dear Contractor:

On behalf of Affordable Housing Key Partners, a California nonprofit public benefit corporation, the Housing Authority of the County of Santa Barbara (HASBARCO) is soliciting bids for **Steel Security Screen Door Installation** at Evans Park (200 West Williams, Santa Maria, CA) until **3:30 p.m. on the 2<sup>nd</sup> day of July 2024**. Bids may be mailed to P.O. Box 397, Lompoc, CA 93438-0397 or delivered to 815 West Ocean Avenue, Lompoc, California.

All bids will be publicly opened and read aloud at **3:30 p.m. on July 2, 2024**, at the HASBARCO Administrative Building located at 815 West Ocean Avenue, Lompoc, CA.

A pre-bid conference/walk-through inspection will be conducted on **Tuesday, June 18, 2024. At 9:00 a.m.** All interested individuals should meet at 200 West Williams, Santa Maria, California.

Prospective bidders are urged to attend the pre-bid conference or meet with HASBARCO personnel prior to bid submittal.

Please contact me at (805) 400-2522 if you have any questions. You may also contact Duke Okamoto, Maintenance Manager, at (808) 321-5001.

Respectfully,



Sheree Aulman  
Construction Contract Coordinator

Enclosures

BID PACKET

for

**Steel Security Screen Door Installation**

Evans Park  
200 West Williams, Santa Maria, CA

For the

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA  
815 West Ocean Avenue/P.O. Box 397  
Lompoc, California 93438-0397

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Contract Number: CFP-2024-004



## INVITATION FOR BIDS

On behalf of Affordable Housing Key Partners (Owner), the Housing Authority of the County of Santa Barbara (HASBARCO) will receive sealed bids for Steel Security Screen Door Installation at Evans Park located at 200 West Williams, Santa Maria, CA until 3:30 p.m. on the 11<sup>th</sup> day of June 2024. Bids may be mailed to P.O. Box 397, Lompoc, CA 93438-0397 or delivered to 815 West Ocean Avenue, Lompoc, California.

All bids will be publicly opened at 3:30 p.m. on July 2, 2024, at the HASBARCO Administrative Office located at 815 West Ocean Avenue, Lompoc, CA.

Attached are the specifications and bid documents for this project.

A certified check or bank draft, payable to Affordable Housing Key Partners, U.S. Government bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent of the bid amount shall be submitted with each bid.

The successful bidder will be required to furnish and pay satisfactory performance and payment bond or bonds.

Attention is called to the provisions for Equal Employment Opportunity, and payment of not less than the minimum salaries and wages as set forth in the specifications must be paid on this project.

The Owner reserves the right to reject any or all bids or to waive any informality in the bidding.

No bid shall be withdrawn for a period of 90-days subsequent to the opening of bids without the consent of the Owner.

A pre-bid conference will be held on June 18, 2024, at 9:00 a.m. All interested persons should meet at 200 West Williams, Santa Maria, CA. Prospective bidders are urged to attend the pre-bid conference or meet with HASBARCO personnel prior to bid submittal.

AFFORDABLE HOUSING KEY  
PARTNERS

Date: 6/3/2024

DocuSigned by:  
By: Robert P. Havlicek Jr.  
304E7A12 Robert P. Havlicek Jr.  
CEO

AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

STEEL SECURITY SCREEN DOOR INSTALLATION  
SPECIFICATIONS

Evans Park (200 West Williams, Santa Maria, CA)

Contractor shall furnish all labor, materials, tools, equipment, and skills necessary to install 270 Steel Security Screen Doors at 150 residential units located at Evans Park (200 West Williams, Santa Maria, CA).

1.0. GENERAL CONDITIONS AND REQUIREMENTS

- 1.0. All work shall be performed during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Thursday and 8:00 a.m. to 4:00 p.m. on Friday.
- 1.1. The Contractor is responsible for any damages to existing buildings, landscaping, utility lines, and other facilities or property caused by the Contractor's neglect or carelessness. Contractor is to repair or replace damaged elements at no cost to the Affordable Housing Key Partners (OWNER).
- 1.2. All discarded materials and trash are to be removed from the job site at the end of each workday. Contractor shall keep work areas clean and safe and free from accumulation of waste materials or rubbish caused by their work. All waste shall be disposed off site per regulations of the local jurisdiction.
- 1.3. No changes or additions are to be made to the specified work without written approval from the OWNER'S Contracting Officer.
- 1.4. Dogs, drugs, alcohol, and radio playing will not be allowed.
- 1.5. Contractor shall provide sanitary facilities while the work is in progress.

2.0. REGULATORY REQUIREMENTS

- 2.1. All work and materials shall comply with the most stringent provisions of all applicable city, county, state and federal laws, rules, building codes, ordinances and regulations governing construction, and with the recommendations and directions of material manufacturers. A partial list of the applicable codes follows.

AFFORDABLE HOUSING KEY PARTNERS  
Steel Security Screen Door Installation Specifications  
Evans Park (200 West Williams, Santa Maria, CA)

- 2.2. Any work performed in conflict with the applicable laws, codes and ordinances shall be repaired at the sole expense of the contractor in violation of those codes.
- 2.3. All work performed, and materials or products furnished shall comply, as applicable, with the following codes:
  - 2.3.1. California Building Code
  - 2.3.2. California Electrical Code
  - 2.3.3. California Mechanical Code
  - 2.3.4. California Plumbing Code
  - 2.3.5. California Energy Code: CCR Title 24, Part 6
  - 2.3.6. California Fire Code

Except as otherwise specified the latest official date of publication, adoption, issue or revision of the code or ordinance applies.

3.0. TECHNICAL CONDITIONS AND REQUIREMENTS

Omissions from these specifications of work which are manifestly necessary, or which would be customarily performed, to carry out the intent of these specifications, shall not relieve the contractor from performing the work required. The work required to carry out the intent of these specifications shall be performed as if the details were fully and correctly set forth.

Contractor to furnish all labor, some materials, tools, equipment, and skills necessary to complete the herein described to install 270 Steel Security Screen Doors at 150 residential units located at Evans Park (200 West Williams, Santa Maria, CA).

Work Included:

- 3.1. Contractor shall be responsible, as necessary, for the erection of temporary barricades/caution tape to protect residents and bystanders from injury or harm.
- 3.2. Remove and properly disposal of existing security screen doors.

OWNER to remove deadbolt assembly and passage set from each existing security screen door (150 doors) prior to removal of the door by Contractor.

OWNER will install deadbolt assembly and passage lock on each steel security screen door (270 doors) after installation by Contractor.

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Steel Security Screen Door Installation Specifications  
Evans Park (200 West Williams, Santa Maria, CA)

- 3.3. Install 270 steel security screen doors at 150 residential units in accordance with manufacturer's instructions and recommendations.

OWNER to procure steel security screen doors from Doval Industries, Los Angeles, CA, to be delivered in three (3) phases to storage containers on-site near Housing Office at 200 West Williams, Santa Maria, CA (steel security screen door specifications are attached):

<u>BEDROOM SIZE</u>	<u>NUMBER OF UNITS</u>	<u>NUMBER OF DOORS</u>	<u>LEFT- HANDED</u>	<u>RIGHT- HANDED</u>
One-Bedroom (no back door)	30	30	15	15
Two-Bedroom	36	72	36	36
Three-Bedroom	60	120	120	
Four-Bedroom	24	48	48	
TOTAL	<u>150</u>	<u>270</u>	<u>219</u>	<u>51</u>

- 3.4. Doors are to be installed according to the following tentative delivery schedule (each shipment is approximately 90 doors):

First Shipment: Tentatively by June 30, 2024  
Second Shipment: Tentatively by July 30, 2024  
Third Shipment: Tentatively by August 30, 2024

Doval Industries will unload and place doors in storage bins and label the doors to coincide with the unit number and opening (front or back door).

- 3.5. Contractor is to provide fasteners – RSS™ Black Structural Screw (or approved equivalent).
- 3.6. Contractor to advise in writing if existing conditions require modification to the framing structure. This does not include minor building door trim that may require replacement that may be added as T/M time and materials on a case-by-case basis.



AFFORDABLE HOUSING KEY PARTNERS  
Steel Security Screen Door Installation Specifications  
Evans Park (200 West Williams, Santa Maria, CA)

Contractor should procure 3-1/2 inch by 5/8-inch trim boards to be readily available with appropriate fasteners to attach trim in case as needed, a change cost proposal may be submitted for compensation.

OWNER'S representative in charge for quality control shall be notified for each address/unit where these changes shall be made to verify that work is satisfactory.

4.0. Drawing, Permits and Fees:

Contractor shall pay for and procure or supply all necessary permits for all work, licenses, and insurance certificates. All required inspections shall be arranged, paid for, and scheduled by Contractor. Contractor shall also supply any drawings required.

5.0 Materials:

5.1. Fasteners are to be RSS™ Black Structural Screw (or approved equivalent).

5.2. To the greatest extent practicable, all materials and products used on this job shall be American-made.

6.0 Warranty:

Two (2) years on workmanship.

7.0 Inspection:

Upon completion of the work OWNER's representative shall inspect all work to ensure compliance with these specifications. Any work not conforming to the specifications shall be remedied and the premises restored as directed at no cost to the OWNER.

In addition, all work is to be inspected by City of Santa Maria building officials and a Construction Monitor appointed by the California Housing Finance Agency.

END OF SPECIFICATIONS

(1)



**Created:** Tue, 5/21/2024

Door trim casing

(2)



**Created:** Tue, 5/21/2024

Building door trim

(3)



**Created:** Tue, 5/21/2024

3-1/2

(4)



**Created:** Tue, 5/21/2024

5/8 approximately



# RSS™ Black Structural Screw



## AESTHETIC STRUCTURAL FASTENING

RSS Black Structural Screws are designed for outdoor and decking applications. The black coating provides a bold finish for structural connections.

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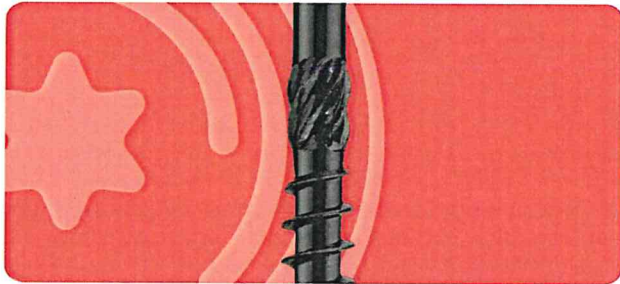
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Black coating matches decorative hardware for a cohesive looking deck build



### Unique Thread Design

Draws two substrates together while its washer head allows zero gap joints

### Additional Features

**For use in heavy duty structural applications and deck substructures as a replacement for lag screws and other remodeling applications**

## Applications



### Heavy Duty Framing



### LVL Fastening



### Additional Applications

- Ledger boards

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# Pack Sizes

## Individually Tagged

	Size (Dia. x Lgth.)	Part No.	Qty.
	5/16" x 3-1/8"	95311	1
	5/16" x 4"	95411	1
	5/16" x 5-1/8"	95511	1
	5/16" x 6"	95611	1

## Pro Pack

	Size (Dia. x Lgth.)	Part No.	Qty.
	5/16" x 3-1/8"	95312	25
	5/16" x 4"	95412	25
	5/16" x 5-1/8"	95512	25
	5/16" x 6"	95612	25

# Documentation & Code Approval

## Technical Information

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AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

**INSTRUCTIONS TO BIDDERS FOR CONTRACTS**

Job Name: **Steel Security Screen Door Installation**

Address: Evans Park  
200 West Williams, Santa Maria, CA

Bid Due Date: **July 2, 2024**  
**3:30 p.m.**

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**1. Bid Preparation and Submission**

- (a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract For Construction*). Failure to do so will be at the bidders' risk.
- (b) All bids must be submitted on the forms provided by **Affordable Housing Key Partners, A California Nonprofit Public Benefit Corporation (Owner)**. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of

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information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority (Bidders should retain a copy of their bid for their records).

- (c) All documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents", the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- (d) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.
- (e) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- (f) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph, facsimile (fax) machines, or email will not be considered.

**2. Explanation and Interpretation to Prospective Bidders**

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

**3. Amendments to Invitations for Bids**

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the



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amendment number and date on the bid form, or (3) by letter, telegram, facsimile, or email if those methods are authorized in the solicitation. Owner must receive acknowledgement by the time and the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed Owner's requirements.

- (c) Amendments will be on file in the office of Owner at least seven (7) days before bid opening.

**4. Responsibility of Prospective Bidder**

- (a) Owner will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, Owner will consider such matters as the bidder's:
  - (1) Integrity;
  - (2) Compliance with public policy;
  - (3) Record of past performance; and
  - (4) Financial and technical resources (including construction and technical equipment.
- (b) Before a bid is considered for award, the bidder may be requested by Owner to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

**5. Late Submissions, Modifications, and Withdrawal of Bids**

- (a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:
  - (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g. an offer submitted in response to a solicitation requiring receipt of offers by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>);
  - (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by Owner that the late receipt was due solely to mishandling by Owner after receipt at the Owner; or

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- (3) Was sent by U.S. Postal Service Express Mail Next Day Service – Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and observed holidays.
- (b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull’s eye postmark on both the receipt and the envelope or wrapper.
- (d) The only acceptable evidence to establish the time of receipt at Owner is the time/date stamp of Owner on the proposal wrapper or other documentary evidence maintained by Owner.
- (e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the “Express Mail Next Day Service-Post Office to Addressee” label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. “Postmark” has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull’s eye postmark on both the receipt and failure by a bidder to acknowledge receipt of the envelope or wrapper.
- (f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Owner will be considered at any time it is received and may be accepted.
- (g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile

AFFORDABLE HOUSING KEY PARTNERS  
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withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. **Bid Opening**

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

7. **Service of Protest**

- (a) Definition. As used in this provision:

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

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

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

**Robert P. Havlicek Jr., CEO**  
**Affordable Housing Key Partners**  
**C/O Housing Authority of the County of Santa Barbara**  
**P.O. Box 397**  
**Lompoc, California 93438-0397**  
**(805) 736-3423**

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

8. **Contract Award**

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



AFFORDABLE HOUSING KEY PARTNERS  
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- (b) If the apparent low bid received in response to this solicitation exceeds the Owner's available funding for the proposed contract work, Owner may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. Owner shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the Owner's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then Owner shall apply the second deductible item. Owner shall continue this process until an evaluated low bid, if any, is within Owner available funding. If upon the application of all deductibles, no bid is within Owner available funding or if the solicitation does not request separately priced deductibles, Owner shall follow its written policy and procedures in making any award under this solicitation.
- (c) In case of tie low bids, award shall be made in accordance with Owner's written policy and procedures.
- (d) Owner may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with Owner's written policy and procedures.
- (e) Unless precluded elsewhere in the solicitation, Owner may accept any item or combination of items bid.
- (f) Owner may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.
- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

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

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company authorized to do business in the state where the work is to be performed. Certified checks and bank drafts must be payable to the order of Owner. The bid guarantee shall insure the execution of the contract and



AFFORDABLE HOUSING KEY PARTNERS  
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the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. **Assurance of Completion (applicable to construction and equipment contracts exceeding \$25,000)**

- (a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be--
  - (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;
  - (2) separate performance and payment bonds, each for 50 percent or more of the contract price;
  - (3) a 20 percent cash escrow; or,
  - (4) a 25 percent irrevocable letter of credit.
- (b) Bonds must be obtained from guarantee or surety companies authorized to do business in the state where the work is to be performed. Individual sureties will not be considered.
- (c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs or for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- (d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as Owner may grant based upon reasons determined adequate by the Owner shall render the bidder ineligible for award. Owner may then either award the contract to the next lowest responsible bidder or solicit new bids. Owner may retain the ineligible bidder's bid guarantee.

11. **Preconstruction Conference**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of Owner and its architect/engineer, and other interested parties

AFFORDABLE HOUSING KEY PARTNERS  
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convened by Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g. Equal Employment Opportunity, Labor Standards). Owner will provide the successful bidder with the date, time, and place of the conference.

# AFFORDABLE HOUSING KEY PARTNERS (OWNER)

## GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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## 1. Definitions

- (a) “**Architect**” means the person or other entity engaged by **OWNER** to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When **OWNER** uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect’s authority is as set forth elsewhere in this contract.
- (b) “**Contract**” means the contract entered into between **OWNER** and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, these General Conditions of the Contract for Construction, the applicable wage determination from the State of California, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) “**Contracting Officer**” means the person delegated the authority by **OWNER** to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of **OWNER** in all dealings with the Contractor.
- (d) “**Contractor**” means the person or other entity entering into the contract with **OWNER** to perform all the work required under the contract.
- (e) “**Drawings**” means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled *Specifications and Drawings for Construction* herein.
- (f) “**Project**” means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (g) “**OWNER**” means Affordable Housing Key Partners, a California Nonprofit Public Benefit Corporation.
- (h) “**Specifications**” means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (i) “**Work**” means materials, workmanship, and manufacture and fabrication of components.



## 2. Contractor's Responsibility For Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work unless specified otherwise. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by **OWNER** pursuant to the clause entitled *Availability and Use of Utility Services* herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under this order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of **OWNER**.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save **OWNER**, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance for the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on **OWNER'S** premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of **OWNER** and all rubbish caused by its work; (2) leave the work area in a clean, neat and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

### 3. Architect's Duties, Responsibilities, and Authority

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



4. **Other Contracts**

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

5. **Preconstruction Conference and Notice to Proceed**

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of **OWNER**, its Architect, and other interested parties convened by **OWNER**. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. **OWNER** will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. **Construction Progress Schedule**

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled ***Inspection and Acceptance of Construction*** herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be

required by the Contracting Officer, without additional cost to **OWNER**. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the ***Default*** clause of the contract.

## 7. **Site Investigation and Conditions Affecting the Work**

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by **OWNER**, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to **OWNER**.
- (b) **OWNER** assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by **OWNER**. Nor does **OWNER** assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding, or representation is expressly stated in this contract.



8. **Differing Site Conditions**

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

9. **Specifications and Drawings for Construction**

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Contracting Officer is intended and similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Contracting Officer, unless otherwise expressly stated.
- (c) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The work “provided” as used herein shall be understood to mean “provide complete in place” that is “furnished and installed”.
- (d) “Shop drawings” means drawings, submitted to **OWNER** by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. **OWNER** may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate **OWNER’s** reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in the price or in time of performance, a modification need not be issued.



- (g) It shall be the responsibility of the Contractor to make timely requests of **OWNER** for such large scale and full-size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by **OWNER** and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### **10. As-Built Drawings**

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

#### **11. Material and Workmanship**

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade



name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in the contract.

(b) Approval of equipment and materials.

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

modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to ensure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

## 12. **Permits and Codes**

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled ***Changes*** herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work.

## 13. **Temporary Heating**

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



14. **Availability and Use of Utility Services**

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

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which is not to be removed under this contract, and which does not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.



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

16. **Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to **OWNER**. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting

Officer, the buildings and utilities may be abandoned and need not be removed.

- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 17. **Clean Air and Water**

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are located in one geographical area.
- (b) In compliance with regulations issued by the United State Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et. seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251 seq., and Executive Order 11738, the Contractor agrees to--
  - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
  - (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
  - (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
  - (4) Include or cause to be included the provisions of this clause in every subcontract and take action as the Contracting Officer may direct as a means of enforcing such provision.



18. **Energy Efficiency**

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

19. **Inspection and Acceptance of Construction**

(a) Definitions. As used in this clause--

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

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

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

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

- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. **OWNER** may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. **OWNER** shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) **OWNER** may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by **OWNER** not to conform to contract requirements, unless **OWNER** decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, **OWNER** may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of **OWNER**, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, **OWNER** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension in time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, **OWNER** will promptly arrange for the inspection. Unless otherwise specified in the contract, **OWNER** shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or **OWNER's** right under any warranty or guarantee.



20. **Warranty of Title**

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

21. **Warranty of Construction**

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of **2 years** from the date of final acceptance of the work. If **OWNER** takes possession of any part of the work before final acceptance, this warranty shall continue for a period of **2 years** from the date that **OWNER** takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to **OWNER**-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for **2 years** from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, **OWNER** shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;

- (2) Require all warranties to be executed in writing, for the benefit of **OWNER**; and,
- (3) Enforce all warranties for the benefit of **OWNER**.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, **OWNER** may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by **OWNER** nor the repair of any damage that results from any defect in **OWNER** furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit **OWNER**'s rights under the *Inspection and Acceptance of Construction* clause of this contract with respect to latent defects, gross mistakes or fraud.

22. **Prohibition Against Liens**

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

23. **Contract Period**

The Contractor shall complete all work required under this contract within    calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

\*See Special Conditions

24. **Order of Precedence**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

25. **Payments**

- (a) **OWNER** shall pay the Contractor the price as provided in the contract.
- (b) **OWNER** shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meet the standards of quality established under the contract, as approved by the Contracting Officer. **OWNER** may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than \_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,



- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_

- (f) Except as otherwise provided in State law, **OWNER** shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, **OWNER** may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, **OWNER** shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Materials delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of **OWNER's** interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to **OWNER**.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of **OWNER**, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of **OWNER** to require the fulfillment of all of the terms of the contract. In the event the

work of the Contractor has been damaged by other contractors or persons other than employees of **OWNER** in the course of their employment, the Contractor shall restore such damaged work without cost to **OWNER** and to seek redress for its damage only from those who directly caused it.

- (i) **OWNER** shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against **OWNER** arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) **OWNER** shall not (1) determine or adjust any claims for payment or disputes arising thereunder between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of **OWNER** to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 26. **Contract Modifications**

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

## 27. **Changes**

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) **OWNER**-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives the written notice as required. In the case of defective specifications for which **OWNER** is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:



- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change;  
  
Costs of preparation and/or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs – when size of change warrant revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits, not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amounts of the contract, the application of indirect costs and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any) and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled ***Disputes*** herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

## 28. **Suspension of Work**

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the

period of time that the Contracting Officer determines appropriate for the convenience of **OWNER**.

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

## 29. **Disputes**

- (a) "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clause entitled ***Labor Standards***, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by **OWNER**



against the Contractor shall be subject to a written decision by the Contracting Officer.

- (d) The Contracting Officer shall, within **60 days** after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in **OWNER** in accordance with **OWNER's** policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suite in a court of competent jurisdiction. Such appeal must be made within **30 days** after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 30. **Default**

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with work (or separable part of the work) that has been delayed. In this event, **OWNER** may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to **OWNER** resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by **OWNER** in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of **OWNER** or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with **OWNER**, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any



tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

- (2) The Contractor, within **10 days** from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of **OWNER**.

### 31. **Liquidated Damages**

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled **Default** of this contract, the Contractor shall pay to **OWNER** as liquidated damages, the sum of **\$500.00** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due **OWNER**. The Contractor remains liable for damages caused other than by delay.
- (b) If **OWNER** terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned **OWNER** in completing the work.
- (c) If **OWNER** does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 32. **Termination for Convenience**

- (a) **OWNER** may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of **OWNER**. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

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

33. **Assignment of Contract**

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

34. **Insurance**

- (a) Before commencing work, the Contractor and each subcontractor shall furnish **OWNER** with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with State of California Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than **\$1,000,000.00** per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile



Liability under (3) below. If the Contractor has a “claims-made” policy, then the following additional requirements apply: the policy must provide a “retroactive date” which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.
- (4) Unemployment and State disability insurance as required by the State.
- (b) Before commencing work, the Contractor shall furnish **OWNER** with a certificate of insurance evidencing that Builder’s Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder’s Risk Insurance shall be for the benefit of the Contractor and **OWNER** as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by **OWNER** shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by **OWNER**. The Builder’s Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by **OWNER**. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by **OWNER**.

The Contractor is not required to carry Builder’s Risk Insurance for modernization work which does not involve structural alterations or additions and where **OWNER**’s existing fire and extended coverage policy can be endorsed to include such work.

- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.



35. **Subcontracts**

- (a) Definitions. As used in this contract-
  - (1) **“Subcontract”** means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
  - (2) **“Subcontractor”** means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or barred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor. The Contractor shall indemnify and hold harmless **OWNER** from the acts or omissions of any and all subcontractors and any and all persons directly or indirectly employed by subcontractors.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and **OWNER**.

36. **Subcontracting with Small and Minority Firms, Women’s Business Enterprise, and Labor Surplus Area Firms**

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

- (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;

- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

**37. Equal Employment Opportunity**

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

- (a) The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor shall ensure that the evaluation and treatment of all employees and applicants for employment are free of such discrimination. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereafter (California Code of Regulations, Title 32, Section 7285.0 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full.
- (b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

**38. Labor Standards**

- (1) The Contractor agrees to the following:
  - (a) California State Prevailing wage rate shall be paid when this rate exceeds the Federal wage rate.
  - (b) I am aware of the provisions of Section 3700 of the Labor code which requires every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with provisions before commencing the performance of the work of this contract.
  - (c) It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker

is to be employed is limited to eight hours a day and forty hours a week and that I shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in a calendar day or more than forty hours in a calendar week and is not paid overtime.

- (d) If applicable, Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

39. **Examination and Retention of Contractor's Records**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

40. **Interest of Members, Officers, Employees, or Public Body Members of Local Governing Body, or Other Public Officials**

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

41. **Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this contract or subcontract or to any benefit to arise from the same.

42. **Prohibition Against Payments of Bonus or Commission**

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining county approval of the application for such assistance.

43. **Prohibition of Kickbacks**

The Contractor nor any of its officers, partners, OWNER's, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contractor for



which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the (City/State/County) or any person interested in the proposed Contract; and The price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, **OWNERS**, employees, or parties in interest, including this affiant.

44. **Contractor's License**

In order to perform the work specified by this contract, Contractor must possess the required license issued by the State of California.

45. **Provisions Required by Law Deemed Inserted**

Each provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted and this contract shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this contract, and any later changes which do not materially and substantially alter the positions of the parties.

## **AFFORDABLE HOUSING KEY PARTNERS**

### **SPECIAL CONDITIONS**

#### **1.0. Project Site**

The project site is located at 200 West Williams, Santa Maria, Santa Maria, Santa Barbara County, California (Evans Park).

#### **2.0. Public Works Contract Registration**

Pursuant to Labor Code Section 1725.5 (e), OWNER cannot:

- 2.1. Accept bids from Contractors who, as of the time of contract award, have not registered with the Department of Industrial Relations (DIR).
- 2.2. Execute a new contract with Contractors who, as of the time of contract award, have not registered with the DIR.
- 2.3. Accept bids from Contractors who, as of the time of contract award, have listed subcontractors for the project who have not registered with the DIR.
- 2.4. Execute a new contract with Contractors, who, as of the time of contract award, have listed subcontractors for the project who have not registered with the DIR.
- 2.5. Accept bids from Contractors who are ineligible to bid on project if currently included on the DLSE Debarment list maintained by the DIR.
- 2.6. Accept bids from Contractors who list subcontractors who are ineligible to bid on project if currently included on the DLSE Debarment list maintained by the DIR.

#### **3.0 Labor Standards/Public Works Requirements**

- 3.1. Contractor shall comply with the provisions of Section 1720 et seq. of the California Labor Code that requires that the State's prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate.

HUD 4010 Federal Labor Standard Provisions is attached.

- 3.2. Contractor shall comply with the provisions of Section 3700 of the Labor code which requires every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code prior to commencing the performance of the work of this contract.

AFFORDABLE HOUSING KEY PARTNERS  
SPECIAL CONDITIONS

- 3.3. Except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and that I shall forfeit, as a penalty, \$25.00 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in a calendar day or more than forty hours in a calendar week and is not paid overtime.
- 3.4. Contractor shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.
- 3.5. The project is subject to compliance monitoring and enforcement by the DIR.
- 3.6. Contractor is required to post jobsite notices as required by applicable law.
- 3.7. Federal Davis-Bacon Residential, **General Decision Number CA20240017 dated 05/24/2024, Modification #7** is the applicable wage determination.
- 3.8. General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1170, 1173, & 1773.1 (Building).
- 3.9. General Prevailing Wage Determination Made by the Director of Industrial Relations Pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1170, 1173, & 1773.1 (Residential – Santa Barbara County).

Contractor agrees to review each work classification in Wage Determinations to determine applicable rates/requirements.

4.0 Insurance

- 4.1. Contractor is required to provide the following insurance certificates (Affordable Housing Key Partners, the Housing Authority of the County of Santa Barbara, and other entities are each required to be listed as an “additional insured” with the endorsement attached):
  - 4.1.1. Workers’ Compensation, in accordance with state Workers’ Compensation laws.
  - 4.1.2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each Subcontractor against claims for bodily injury or death and damage to the property of others.



AFFORDABLE HOUSING KEY PARTNERS  
SPECIAL CONDITIONS

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

5.0. License

- 5.1. Contractor is required to provide all licenses and permits required by City, County, State, and Federal authorities.
- 5.2. The Contractor is required to hold a current and valid license required by the State of California to perform the work at the time of bid submission and for the duration of the contract period.

6.0. Contract Period

The Contractor shall complete all work required under this contract within **120** calendar days of the effective date of the contract, or within the time schedule established in the Notice to Proceed issued by the OWNER's Contracting Officer.

7.0. Equipment/Products

To the greatest extent practicable, all equipment and products incorporated into the project shall be American made.

8.0. Indemnification Clause

- 8.1. To the fullest extent permitted by law, CONTRACTOR/VENDOR shall indemnify, defend, and hold harmless Affordable Housing Key Partners (OWNER) and its agents, affiliates, employees, managers, officers, other contractors, heirs and assigns (hereinafter "Indemnified Parties") from and against any and all liability, claims, damage, costs, expenses, awards, fines, judgments, and attorneys' fees (including, without limitation, expert witness fees and other litigation expenses) of every nature arising out of or in connection with CONTRACTOR/VENDOR's performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except to the extent the claims arise from active negligence of Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to PARTIES.
- 8.2. The indemnification obligations of CONTRACTOR/VENDOR under this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which CONTRACTOR/VENDOR is required to carry under this Agreement.

AFFORDABLE HOUSING KEY PARTNERS  
SPECIAL CONDITIONS

- 8.3. Indemnified Parties' right to indemnification from CONTRACTOR/VENDOR under this section shall be independent of Indemnified Parties' rights under the insurance to be provided by CONTRACTOR/VENDOR under this Agreement.
- 8.4. CONTRACTOR/VENDOR's duty to defend the Indemnified Parties is entirely separate from, independent of, and free-standing from CONTRACTOR/VENDOR's duty to indemnify the Indemnified Parties, including, without limitation, the defense of the Indemnified Parties against claims for which the Indemnified Parties (or any of them) may be strictly liable and applies whether the issue of CONTRACTOR/VENDOR's liability, breach of this Agreement or other obligation, or LEGAL: 10132-0004/6350678.1.
- 8.5. CONTRACTOR/VENDOR's responsibility has been determined and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment, arising out of or resulting directly or indirectly from CONTRACTOR/VENDOR's performance of the Work. Such defense obligation shall arise immediately upon presentation of a claim by any Person which arises out of or is connected to the Work performed by CONTRACTOR/VENDOR or any of its Agents and written notice of such claim being tendered to CONTRACTOR/VENDOR."

AFFORDABLE HOUSING KEY PARTNERS  
SPECIAL CONDITIONS

9.0. Section 3 Business Award Preferences

- 9.1. Contract award shall be made to the qualified Section 3 business concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid –
- 9.1.1. Is within the maximum total contract price established in the Authority’s budget for the specific project for which bids are being taken; and
- 9.1.2. Is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

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X = lesser of:

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When the lowest responsive bid is less than \$100,000 .....10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 .....9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 .....8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 .....7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 .....6% of that bid or \$25,000

At least \$500,000, but less than \$1 million .....5% of that bid or \$40,000

At least \$1 million, but less than \$2 million .....4% of that bid or \$60,000

At least \$2 million, but less than \$4 million .....3% of that bid or \$80,000

At least \$4 million, but less than \$7 million .....2% of that bid or \$105,000

\$7 million or more . . . 1 1/2% of the lowest responsive bid, with no dollar limit.

- 9.2. If no responsive bid by a Section 3 business concern meets the requirements of 9.1.1., the contract shall be awarded to a responsible bidder with the lowest bid.
- 9.3. In both 9.1.1. and 9.1.2. above, a bidder, to be considered responsible, must demonstrate compliance with the “greatest extent feasible” requirement of Section 3.



AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION  
(OWNER)

TITLE 24  
PART 75 – ECONOMIC OPPORTUNITIES FOR LOW-  
AND VERY LOW-INCOME PERSONS (SECTION 3)

**SECTION 3 COMPLIANCE REPORT FORM**  
(Housing and Community Development Financial Assistance Programs)

Report Date:	
Vendor Name:	
Point of Contact/Title:	
Telephone #/Email Address:	
Work/Project Start Date:	
Work/Project Completion Date:	

This form should be completed by all contractors/subcontractors performing work on-site for **Steel Security Screen Door Installation at Evans Park (200 West Williams, Santa Maria, CA)**. Submit form upon completion of work.

Complete this form in its entirety and attach the following supporting documentation: Section 3 Worker and Targeted Section 3 Worker Certification forms. Payroll information supporting labor hour benchmark data, certification that you followed order of hiring priority, evidence of qualitative efforts made to comply with Section 3 and other supporting documents as needed.

You may attach a letter to this report to further state your efforts, achievements or obstacles encountered.

**REQUIREMENT**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (codified at 12 U.S.C. 1701u and implemented at 24 CFR Part 75, hereinafter, "Section 3"), as amended, requires that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

**DEFINITIONS/BENCHMARK GOALS/HUD INCOME LIMITS/HIRING PRIORITIES**

1. Section Area or Neighborhood of the Project:

"Service area" or the "neighborhood of the project" means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

2. Section 3 Worker Means:

Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- a. The worker's income for the previous or annualized calendar year is below the income limited established by HUD (Note: income is considered for the worker only and not based on household).
- b. The worker is employed by a Section 3 business concern.
- c. The worker is a YouthBuild participant.

3. Targeted Section 3 Worker for Housing and Community Development Financial Assistance

Targeted Section 3 Worker as defined in 24 CFR Part 75.21, as may be amended from time-to-time, means a worker documented through a self-certification or other means acceptable to HUD, who is:

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - 1. Living within the service area or the neighborhood of the project, as defined in §75.5; or
  - 2. A YouthBuild participant.

4. Section 3 Business Concern:

- a. A Section 3 Business Concern means a business concern meeting at least one of the following criteria, documented within the last six-month period:
  - 1. It is at least 51 percent owned and controlled by low- or very low-income persons;
  - 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - 3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

5. Benchmark Goals

- a. **25 percent** or more of the total number of labor hours worked by all workers on the project are Section 3 Workers; and
- b. **5 percent** or more of the total number of labor hours worked by all workers on the project are Targeted Section 3 Workers.
- c. **30 percent** of all New Hires are Section 3 Workers.
- d. Section 3 benchmarks will consist of the following two (2) ratios:
  - 1. Total number of labor hours worked by Section 3 Workers divided by the total number of labor hours worked by all workers on the project.

2. Total number of labor hours worked by Targeted Section 3 Workers divided by the total number of labor hours worked by all workers on the project.

6. HUD Income Limits

Low- and very low-income limited are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. Most recent HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il/il2024/2024summary.odn>

Income Eligibility Guideline: FY 2024 Santa Barbara County HUD Income Limits (Santa Maria-Santa Barbara, CA MSA)

- **Very Low (50%) Income Limit**      **\$56,950**
- **Low (80%) Income Limit**              **\$91,200**

7. Hiring Priorities

Employment and training opportunities created by housing and community development programs shall be given to Section 3 Workers in the following order of priority:

- Priority 1: Section 3 Workers residing within the service area or the neighborhood of the project; and
- Priority 2: Participants in YouthBuild program

**PART 1: WORKFORCE COMPOSITION**

For each type of worker listed, enter total number of workers:

	<u><b>TYPE OF WORKER</b></u>	<u><b>TOTAL NUMBER OF WORKERS</b></u>
1.	<u>All Workers</u> who worked on the Project	
2.	Section 3 Workers who worked on the Project	
3.	Targeted Section 3 Workers who worked on the Project	



**PART II: LABOR HOUR BENCHMARKS (25% and 5% goal)**

For each type of worker, enter total number of labor hours:

	<u>TYPE OF WORKER</u>	<u>TOTAL NUMBER OF LABOR HOURS</u>
1.	All Workers who worked on the Project (includes existing and new hires who worked on the project)	
2.	Section 3 Workers who worked on the Project (includes existing and new hires who worked on the project)	
3.	Targeted Section 3 Workers who worked on the Project (includes existing and new hires who worked on the project)	

Labor hours for all workers to be supported by certified payroll entered into LCP Tracker.

**PART III: NEW HIRE BENCHMARKS (30% new hire goal)**

Did you hire Section 3 Workers and/or Targeted Section 3 Workers in relation to this contract?

( ) Yes    ( ) No

If Yes, complete below tables, if No, move to Part IV

For each type of worker, enter total number of new hires:

	<u>TYPE OF WORKER</u>	<u>TOTAL NUMBER OF NEW HIRES</u>
1.	All New Hires	
2.	Section 3 Worker New Hires	
3.	Targeted Section 3 Worker	

Did you follow the order of hiring priority when hiring new workers?

( ) Yes    ( ) No

List all new Hires in relation to this contract (creation of an excel spreadsheet with the same columns may be used and attached to Report):

New Hire Name	Position Title	Pay Rate	Total Hours Worked	Hire Date	End Date	Gender	Section 3 Worker or Targeted Section 3 Worker?	Hiring Priority

Attach documents supporting the data provided in the table above and check the boxes below as applicable:

- ☐ Section 3 Worker Certification Forms for all New Hires (categorized by Section 3 Worker and Targeted Section 3 Worker)
- ☐ Supporting documents of efforts made to hire in the order of hiring priority (i.e., list of candidates who applied, **Owner's** referral list, etc.)
- ☐ Other documents, specify: \_\_\_\_\_

#### PART IV: SUBCONTRACTORS

Create and attach an excel spreadsheet with the same columns used as follows:

<u>Subcontractor Name</u>	<u>Trade</u>	<u>Subcontract Amount</u>	<u>Start Date</u>	<u>End Date</u>	<u>Business Certification (MBE, WBE, SBE, Section 3)</u>

#### PART V QUALITATIVE EFFORTS (24 CFR Part 75.15)

Check the boxes that apply to demonstrate your good faith efforts to satisfy your Section 3 obligations:

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- ☐ Provided or connected Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.

- ( ) Provided or referred Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- ( ) Assisted Section 3 Workers to obtain financial literacy training and/or coaching.
- ( ) Engaged in outreach efforts to identify and secure bids from Section 3 Business Concerns.
- ( ) Provided technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- ( ) Divided contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- ( ) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns.
- ( ) Promoted use of Section 3 Business registries designed to create opportunities for disadvantaged and small businesses.
- ( ) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- ( ) Other \_\_\_\_\_
- ( ) Other \_\_\_\_\_
- ( ) Other \_\_\_\_\_

**PART VI NOTES AND COMMENTS** (if needed, attach additional sheets)

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By signing below, I hereby certify that and declare under penalty of perjury under the laws of the United States and the State of California that the information provided on this form, as well as all documentation provided in support thereof, are true and correct, and that I am authorized on behalf of the Company to make this certification. Furthermore, I certify that I will maintain this documentation for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR Part 200. I will make these records available to **Owner** and/or HUD upon request.

_____ Signature	_____ Name and Title	_____ Date
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## ADDITIONAL GUIDANCE FOR CONTRACTORS AND VENDORS

### **RECORDKEEPING: 24 CFR Part 75.31**

Contractors, subcontractors and other recipients or sub-recipients must maintain documentations to ensure that workers meet the definition of a Section 3 Worker or Targeted Section 3 Worker as follows:

For a worker to qualify as a Section 3 Worker, one of the following must be maintained:

1. A worker's self-certification that their income is below the income limit from the prior calendar year;
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
3. Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
4. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
5. An employer's certification that the worker is employed by a Section 3 business concern.

For a worker to qualify as a Targeted Section 3 Worker under Housing and Community Development Program, one of the following must be maintained:

1. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
2. An employer's certification that the worker is employed by a Section 3 business concern; or
3. A worker's self-certification that the worker is a YouthBuild participant.

### **OTHER**

1. A contractor/vendor may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.
2. Income limits are individualized and not household.
3. Contractor to notify Owner of hiring needs; Owner can assist in outreach and recruitment efforts.

AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

**FORM A**

**SECTION 3 CERTIFICATION**

Job Name: Steel Security Screen Door Installation

Address: Evans Park  
(200 West Williams, Santa Maria, CA)

I certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

Date of contract/subcontract: \_\_\_\_\_

\_\_\_\_\_  
(Signature - Contractor/Contractor Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

\_\_\_\_\_  
(Company Address)

AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

**FORM B**

**SECTION 3 PLAN**  
**(Contractor/Subcontractor to submit performing work on-site)**

Contractor/  
Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

1. Are you a Section 3 Business Concern for the above-captioned job?  
( ) Yes ( ) No  
If yes, please attach certification.
2. Please complete table listed on page 2 may attach spreadsheet/employee roster with same information in lieu of completing table).
3. Please provide **Owner's** representative, with a list of open positions. **Owner** will send notice of positions to Section 3 Workers and Targeted Section 3 Workers.

If your firm will be hiring new employees to perform work on this project, please indicate the steps to be taken to comply with Section 3:

- ( ) Advertise in local newspapers/television.
- ( ) Post notice of employment opportunity at the Employment Development Department.
- ( ) Post notice of employment opportunity in local Public Housing Authority/low-income housing office.
- ( ) Post notice of employment at local colleges.
- ( ) Other \_\_\_\_\_
- ( ) Other \_\_\_\_\_

\_\_\_\_\_  
(PRINT NAME OF PERSON COMPLETING FORM) (DATE)

\_\_\_\_\_  
(SIGNATURE OF PERSON COMPLETING FORM)



**FORM B**  
**SECTION 3 PLAN - Page 2**

Contractor/Subcontractor Name: \_\_\_\_\_

[illegible]

# AFFORDABLE HOUSING KEY PARTNERS

## Section 3 Employee Certification Form

Contractor: \_\_\_\_\_

**Owner** is requesting that current and newly hired employees complete this form to assist with compliance with Section 3 reporting requirements of the Housing and Urban Development Act of 1968 and other federal regulations. Data collected will be used for statistical purposes and to measure the effectiveness of recruitment efforts. The voluntary information provided will be kept confidential.

### I. Employee Information

Name:	
Address:	
Phone Number:	
Position/Title:	
Date of Hire:	
New Hire for Project?	Yes <input type="checkbox"/> No <input type="checkbox"/>

### II. Section 3 Worker (check all that apply)

- Was your individual income for the previous calendar year below the income limits established by HUD for Santa Barbara County?  
☐ Yes ☐ No If yes, please check applicable box below:  

Very Low (50%) Income Limit	No more than \$56,950	<input type="checkbox"/>
Low (80%) Income Limit	No more than \$91,200	<input type="checkbox"/>
- Are you employed by a Section 3 Business Concern?  
☐ Yes ☐ No
- Are you a YouthBuild Participant?  
☐ Yes ☐ No

### III. Targeted Section 3 Worker (required to meet income limits above)

- Are you employed by a Section 3 Business Concern?  
☐ Yes ☐ No
- Currently or when hired within the last five years, were you living within the service area or the neighborhood of the project? If so, provide address.
- Currently or when hired, within the last five years were you a YouthBuild participant?

**I certify to best of my knowledge that the above information is true and correct.**

Signature:	Date:
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AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT BENEFIT CORPORATION

**Summary of Bid Documents to be Submitted**

1. Bid Form.
2. Bid Guarantee.
3. Designation of Subcontractors form.
4. Non-Collusive Affidavit (required to be notarized).
5. Statement of Bidder's Qualifications.
6. Minority Business Enterprise Record form.
7. If applicable, Section 3 Business Certification Form.

**NOTE:** Bid documents shall be sealed in an envelope clearly labeled with the following information:

1. "Enclosed are Bid Documents"
2. Job Name: **Steel Security Screen Door Installation**
3. Address: **200 West Williams, Santa Maria, CA**
4. Date/Time Bids Due: **July 2, 2024 / 3:30 p.m.**
5. Bidder's Name and Address

**Bids are to be mailed to P.O. Box 397, Lompoc, California, 93438-0397 or delivered to the Housing Authority of the County of Santa Barbara Administrative Office located at 815 West Ocean Avenue, Lompoc, California.**

All bids will be publicly opened and read aloud at **3:30 p.m. on July 2, 2024**, at the HASBARCO Administrative Office located at 815 West Ocean Avenue, Lompoc, CA.



BID FORM – Steel Security Screen Door Installation  
200 West Williams, Santa Maria, CA

NAME OF BIDDER: \_\_\_\_\_

To the:           Affordable Housing Key Partners  
                      C/O HASBARCO  
                      815 West Ocean Avenue  
                      Lompoc, California 93438

Gentlemen:

1.     The undersigned, having familiarized himself/themselves with the local conditions affecting the cost of the work, and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Contract, the form of Performance and payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications, and the Drawings) and addenda, if any thereto, as compiled by **Affordable Housing Key Partners** and on file in the office of the Housing Authority of the County of Santa Barbara (HASBARCO), 815 West Ocean Avenue, Lompoc, California, hereby proposes to furnish all labor, materials, equipment and services required to construct and complete

\_\_\_\_\_

all in accordance therewith, for the sum of

\_\_\_\_\_

Dollars (\$\_\_\_\_\_).

2.     In submitting this bid, it is understood that the right is reserved by **Affordable Housing Key Partners** to reject any and all bids. If written notice of the acceptance of bid is mailed, telegraphed, or delivered to the undersigned within ten (10) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

3.     Security in the sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), in the form of

\_\_\_\_\_ is submitted herewith in  
accordance with the Specifications.

4.     Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

## Bid Form – Steel Security Screen Door Installation

Page 2

5. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 1114, or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts of subcontracts which are exempt from the clause).
6. Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice to his proposed subcontractors as provided in the instructions to bidders.

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

Date \_\_\_\_\_, 20\_\_\_\_\_. \_\_\_\_\_  
(Name of Bidder)

Official Address: By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

\_\_\_\_\_  
(Name of Principal)

AS PRINCIPAL, AND

\_\_\_\_\_, as SURETY  
(Name of Surety)

are held and firmly bound unto **Affordable Housing Key Partners**, A California Limited Partnership, hereinafter called the "Owner", in the penal sum of

\_\_\_\_\_ Dollars,  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_\_\_\_, for

\_\_\_\_\_  
Now, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_(SEAL)  
(Individual Principal)

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

**Signature is required to be notarized; use attached acknowledgement form.**



**FORM OF BID BOND - PAGE 2**

\_\_\_\_\_  
(Corporate Principal)

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

By \_\_\_\_\_ Affix  
\_\_\_\_\_ Corporate  
\_\_\_\_\_ Seal

**Signature is required to be notarized; use attached acknowledgement form.**

\_\_\_\_\_  
(Corporate Principal - Surety Company)

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

By \_\_\_\_\_ Affix  
\_\_\_\_\_ Corporate  
\_\_\_\_\_ Seal

**Signature is required to be notarized; use attached acknowledgement form.**

(Power-of-attorney for person signing for surety company must be attached to bond).

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_ Secretary of the corporation named as Principal  
in the within bond; that \_\_\_\_\_, who signed the said bond on  
behalf of the Principal was then \_\_\_\_\_ of said  
corporation; that I know his signature, and his signature thereto is genuine; and that  
said bond was duly signed, sealed, and attested to for and in behalf of said corporation  
by authority of its governing body.

\_\_\_\_\_  
(Corporate  
Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officerpersonally 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.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

AFFORDABLE HOUSING KEY PARTNERS, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

DESIGNATION OF SUBCONTRACTORS

The undersigned Bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned to which the attached bid is responsive, and the portions of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid.

<u>DIVISION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>LICENSE NUMBER/ DIR NUMBER</u>	<u>PORTION OF WORK TO BE PERFORMED BY SUBCONTRACTOR</u>

By (Bidder's signature): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_



## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ (owner, a partner of the firm of, etc.)

\_\_\_\_\_, the party making the foregoing proposal or bid, that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference, with any person, to fix the proposal price of affiant or any other proposer, or to fix any overhead, profit, or cost element of said proposal price, or of that of any proposer or to secure any advantage against **Affordable Housing Key Partners, A California Nonprofit Benefit Corporation** or any person interested in the proposed contract; and that all statements contained in said proposal or proposal are true.

\_\_\_\_\_  
(Name of proposer if the proposer is an individual  
Name of partner if the proposer is a partnership.  
Name of officer if the bidder is a corporation.)

**Signature is required to be notarized; use attached acknowledgement form.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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 \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officerpersonally 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.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

AFFORDABLE HOUSING KEY PARTNERS  
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION  
815 West Ocean Avenue  
Lompoc, California 93436

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions, if applicable, must be answered and the data must be clear and comprehensive.

1. Name of Subcontractor: \_\_\_\_\_
2. Permanent main office address: \_\_\_\_\_  
\_\_\_\_\_
3. Main office telephone number: \_\_\_\_\_
4. Date organized: \_\_\_\_\_
5. Where incorporated: \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. General character of work performed by firm: \_\_\_\_\_  
\_\_\_\_\_
8. Contractor's State License Number: \_\_\_\_\_
9. Contractor's State License expiration date: \_\_\_\_\_
10. DIR Number: \_\_\_\_\_
- 11: DIR Number expiration date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Subcontractor)

\_\_\_\_\_  
(Date)



AFFORDABLE HOUSING KEY PARTNERS

MINORITY BUSINESS ENTERPRISE RECORD

Solely to help us comply with government record keeping, reporting, and other legal requirements, please complete the following:

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

COMPANY PHONE NUMBER: \_\_\_\_\_

CONTRACTORS BUSINESS LICENSE NO.: \_\_\_\_\_

CONTRACTOR STATE LICENSE NO.: \_\_\_\_\_

DIR NUMBER: \_\_\_\_\_

COMPANY TAX ID NUMBER: \_\_\_\_\_

OWNERS NAME(S): \_\_\_\_\_

OWNERS RACE/ETHNIC GROUP: (check one)

☐ White American

☐ African American

☐ Native American

☐ Hispanic American

☐ Asian/Pacific American

☐ Hasidic Jews

☐ Other \_\_\_\_\_

Women Owned Business: ☐ Yes ☐ No

Disabled Veteran Owned Business: ☐ Yes ☐ No

LGBT Owned Business: ☐ Yes ☐ No

Small Business Enterprise: ☐ Yes ☐ No

This data is for periodic government reporting and will be kept confidential. This information **WILL NOT** be considered when awarding the contract .

Thank you for your cooperation.

### Section 3 Business Certification Form

- It is the responsibility of the business to document its qualifications as a Section 3 business. Check the documentation below that is provided with this form.

I self-certify that my company meets the definition of a Section 3 business as stated above and have provided the appropriate documentation as verification.

Name of Business/Contact:	
Address:	
Phone Number:	
Email Address:	

**CONTRACT - Page 1 of 3**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, in the year  
Two Thousand Twenty-Four by and between

\_\_\_\_\_ a corporation organized and  
existing under the laws of the State of \_\_\_\_\_ a  
partnership consisting of \_\_\_\_\_  
or individual trading as \_\_\_\_\_  
hereinafter called the "Contractor", and **Affordable Housing Key  
Partners, A California Nonprofit Public Benefit Corporation,**  
hereinafter called "**Affordable Housing Key Partners**".

WITNESSETH, That the Contractor and **Affordable Housing Key  
Partners** for the consideration stated herein mutually agree as  
follows:

**ARTICLE 1. Statement of Work.** The Contractor shall furnish all  
labor, materials, equipment and services, and perform and  
complete all work required for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
in strict accordance with the Specifications for \_\_\_\_\_  
and Addenda thereto numbered \_\_\_\_\_ and \_\_\_\_\_,  
dated \_\_\_\_\_ and \_\_\_\_\_, and the Drawings  
referred therein, all as prepared by the **Affordable Housing Key  
Partners** which said Specifications, Addenda, and Drawings are  
incorporated herein by reference and made a part hereof.

**ARTICLE 2. The Contract Price.** **Affordable Housing Key  
Partners** shall pay the Contractor for the performance of the  
Contract, in current funds, subject to additions and deductions  
as provided in the Specifications, the sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_).



**CONTRACT - Page 2 of 3**

**ARTICLE 3. Contract Documents.** The Contract shall consist of the following component parts:

- a. This Instrument
- b. Forms of Bid
- c. Bid Bond (or other bid guarantee)
- d. Designation of Subcontractors form.
- e. Performance and Payment Bond or Bonds  
(or other assurance of completion)
- f. General Conditions of the Contract for Construction
- g. Special Conditions
- h. Applicable Wage Determinations
- i. Section 3
- j. Specifications
- k. Drawings

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**IN WITNESS WHEREOF**, the parties hereto have caused This Instrument to be executed in two (2) original counterparts as of the day and year first written.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip Code)

Date: \_\_\_\_\_

Affordable Housing Key Partners  
A California Nonprofit Benefit Corporation  
\_\_\_\_\_  
(OWNER)

By \_\_\_\_\_  
(Robert P. Havlicek)

Title CEO \_\_\_\_\_

Business Address:

815 West Ocean Avenue / P.O. Box 397  
\_\_\_\_\_  
(Street)

Lompoc CA 93438-0397  
\_\_\_\_\_  
(City) (State) (Zip Code)

Date: \_\_\_\_\_

CONTRACT - Page 3 of 3

Certifications

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
(Officer Title)

Contractor herein; that \_\_\_\_\_, who signed  
this Contract on behalf of the Contractor, was then

\_\_\_\_\_ of said corporation, that said  
(Officer Title)

Contract was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its  
corporate powers.

\_\_\_\_\_  
:Corporate:  
: Seal :

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**PERFORMANCE-PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership, or Individual)

hereinafter called "Principal" and

\_\_\_\_\_  
(Surety)

called the "Surety", are held and firmly bound unto

\_\_\_\_\_, of  
(Owner)

\_\_\_\_\_ hereinafter called "Owner" in the penal sum of  
(City) (State)

\_\_\_\_\_ dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE,** if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension of modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.



**PERFORMANCE-PAYMENT BOND - PAGE 2**

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (Company Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Address - Zip Code)

**Signature is required to be notarized; use attached acknowledgement form.**

"The rate of premium on this bond is \$\_\_\_\_\_per thousand.

The total amount of premium charged is \$\_\_\_\_\_".

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
Signature of Attorney - in - fact (Power of Attorney must be attached).

\_\_\_\_\_  
(Address - Zip Code)

**Signature is required to be notarized; use attached acknowledgement form.**

**NOTE:**       **Date of Bond must not be prior to date of Contract.**  
                  **If Contractor is Partnership, all partners should execute bond.**

**PERFORMANCE-PAYMENT BOND - PAGE 3**

**Certifications**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ of the corporation named as  
(Officer Title)

Contractor herein; that \_\_\_\_\_, who signed this  
Performance-Payment Bond on behalf of the Contractor, was then

\_\_\_\_\_ of said corporation that said  
(Officer Title)

Performance-Payment bond was duly signed for and in behalf of said corporation  
by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
:Corporate:  
: Seal :

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)