

INVITATION FOR BIDS

Proposal Number 1011-County-27

A County of Stanislaus Rehabilitation Project

Administered by:

The Housing Authority County of Stanislaus

P. O. Box 581918

1701 Robertson Road

Modesto, CA 95358-0033

Program Made Possible by:

The County of Stanislaus

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INVITATION TO BID

**County of Stanislaus Home Repair Project
Administered by the Housing Authority County of Stanislaus**

Proposal Numbers: 1011-County-27

The Housing Authority County of Stanislaus (HACS) will receive sealed bids from General Building Contractors on the behalf of the owners for the following housing rehabilitation projects. Sealed bids will be received until **3:00 p.m. on Tuesday October 25, 2011** at:

Housing Authority of the County of Stanislaus
1701 Robertson Road
P.O. Box 581918
Modesto, CA. 95358-0033

A mandatory walk-through will be required for each project as listed below.

Tuesday October 04, 2011, @ 9:30 a.m.

#1011-County-27

1641 Morgan Road, Modesto, CA 95358

Contract documents and specifications are on file and can be obtained at the Housing Authority office, 1701 Robertson Road, Modesto, CA, or downloaded from our website @ www.stancoha.org, or by calling Jess @ (209) 557-2099. A non-collusive affidavit must be submitted with the contractor's bid.

PROPERTY REHABILITATION AGREEMENT

THIS AGREEMENT made **Pending**, by and between **Salvador Martinez, Esperanza Martinez** hereinafter called "Owner" and **Pending**, hereinafter called "Contractor":

WITNESSTH:

That for and in consideration of the mutual promises here contained, the parties agree as follows:

1. **SCOPE OF WORK**: Contractor shall perform all of the work and furnish all labor, equipment and materials, including tools, machinery, implements and appliances for rehabilitating the property commonly known as **1641 Morgan Road, Modesto, CA 95358**, in accordance with the terms of the contract documents described herein.

2. **CONTRACT DOCUMENTS**: This contract shall include the documents listed in Section 1 of the document entitled "Contract Conditions" which is attached to and made a part of the contract.

3. **TIME OF COMPLETION**: The work shall commence within 10 calendar days of receipt of the Owner's written notice to proceed and shall be completed no later than 30 calendar days after commencement of work. Time is of the essence.

4. **CONTRACT PRICE**: Owner agrees, in consideration for the performance of this Agreement, to pay Contractor the total amount of **\$Pending**, upon the satisfactory completion and acceptance of all work as provided in the contract.

The following two items apply only to jobs that exceed \$10,000 dollars.

5. **PAYMENTS TO CONTRACTOR**: The contract price shall be disbursed to Contractor in **PROGRESS** payments, substantially in accordance with the following agreed payment schedule.

With each request for payment, Contractor shall provide a written invoice for all labor and material incorporated in the work during the period for which payment is requested. Upon receipt of a sufficient request for payment, Owner shall within twenty (20) days of receipt of such request, pay to Contractor ninety percent (90%) of the invoice amount. The final payment shall constitute ten percent (10%) of the contract sum and shall be payable to Contractor upon expiration of thirty (30) days from the date of recording of the Notice of Completion and when all work has passed inspections required by the Public Authorities and the Lending Institution or its designee if other than the County of Stanislaus, and when Article 13 of the Contract Conditions has been fully complied with.

6. BID GUARANTEE

Applicable to construction and equipment contracts exceeding \$25,000

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

Assurance of Completion

Applicable to construction and equipment contracts exceeding \$10,000.00

- A. Unless otherwise provided in HUD 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 Department of Labor law;
 - (2) Separate performance and payment bonds, each for 50 percent or more of the contract price;
 - (3) A 20 percent cash escrow;
 - (4) 25 percent irrevocable letter of credit.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the Department of Labor where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington D.C., 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

Contractor

Owner(s)

Pending

Salvador Martinez

Date

Esperanza Martinez

Date

SUMMARY OF MECHANICS' LIEN LAWS

The law requires that, before a licensed contractor can enter into a contract with you for a work of improvement on your property, he must give you a copy of this Notice.

Under the mechanics' lien laws of the State of California persons who help to improve your property, and are not paid have a right to enforce their claim against your property. This "claim" is known as a mechanics' lien. Basically, when someone files a mechanics' lien, he is making a claim on your property as security against payment of a just debt.

In other words, this law allows contractors, subcontractors, laborers, material-men or certain others who may have provided goods or services to place a lien on your home or the structure they built or improved for you for any unpaid portion of the goods and services they furnish. For example, if you fail to pay your contractor, or if your contractor fails to pay his subcontractor or laborers, or neglects to make required contributions to a trust and/or other funds (where applicable), then those people can look to your property for payment, **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

There are a number of ways to protect yourself and your property at the onset of contracting and throughout the construction project. You might, for instance, request that the contractor furnish you with a payment and performance bond. (This is a different bond than the one currently required by Contractors License Law). The additional cost is usually minimal and is a certain guarantee that the project will be completed and the bills paid. You may also wish to record this payment and performance bond and file the contract with the County Recorder to further protect yourself from anyone liening your property. If you do have a contractor provide a special bond on your project and the bonding company does not honor your claim promptly in the event the contractor defaults, you may wish to contact the California Insurance Commission to see if the bonding company is engaging in an unfair claims practice.

Another avenue available to you is to use a funding control company. The control company acts as a third party, disbursing all funds for payment and usually securing all the necessary releases of liens. A funding control company is a specialized construction escrow, which makes payment directly to subcontractors and suppliers. By doing this, it affords additional protection against valid liens.

Should you choose not to use the above, the following are some of the important time requirements you should be aware of regarding the mechanics' lien law:

1. Preliminary Notice.

A claimant, contractor, subcontractor, or material-man is entitled to enforce a lien only if he gives the preliminary **twenty (20) days notice**, if applicable. All claimants, other than the original contractor (the person you contracted with), or a laborer performing actual labor for wages, must give this notice. Therefore, people who you may not even know, such as a subcontractor, or a material supplier, must notify you that they are providing supplies or services to your property, which may later create a lien. This Preliminary Notice must be given no later than **twenty (20) days** after the claimant has first furnished labor, services, equipment or material to the job site.

If you get such a Preliminary Notice, do not be alarmed. The notice is intended for your protection so that you may then require your contractor to furnish you with an unconditional lien release prior to or concurrently with payment to him.

2. Notice of Mechanics' Lien.

Usually claimant must record a Notice and Claim of Lien within **ninety (90) days** of the completion of the work. If a Notice of Completion, or a Notice of Cessation of Labor has been recorded, then the Mechanics Lien must be recorded within **sixty (60) days** by the original contractor and within **thirty (30) days** by all other claimants such as subcontractors, material-men, etc. The claimants must indicate on the notice what is owed to them. This lien would now bind your property like a mortgage or trust deed.

3. Complaint to Foreclose a Mechanics' Lien.

If the claimants' demands are not satisfied, then they must usually file suit within **ninety (90) days** after the recordation of a Notice of Mechanics' Lien. The complaint to foreclose the lien is filed in a regular court proceeding and follows in a similar manner. **YOU SHOULD BE AWARE THAT YOUR PROPERTY COULD BE SOLD AND THE PROCEEDS FROM THE SALE USED TO SATISFY THE CLAIM.**

4. Notice of Non-Responsibility.

You can protect yourself and your property from a valid claim of a contractor, or subcontractor who is doing your work on your property, but not at your request (for example, if you have a tenant who has contracted for work to be done). You can do this by posting and recording a Notice of Non-Responsibility. The notice must be posted in a conspicuous place within **ten (10) days** after you have obtained knowledge of the work. You must then record the notice at the County Recorder's Office.

5. Unconditional Lien Release.

You may also require that the original contractor provide you with unconditional lien releases signed by each and every person who has performed any work or labor as well as every person who has delivered any materials to your job. Be sure to get releases from each person who gave you a Preliminary Notice.

6. Notice of Completion.

The owner of the property or his agent (sometimes the general contractor) can record a Notice of Completion within **ten (10) days** following the actual completion of the work of improvement. The effect of the Notice of Completion is to shorten the time period within which the contractors or subcontractors may file their Mechanics' Lien.

The above is not meant to be an exhaustive review of mechanics' liens. It is intended that you understand that you are entering into a contract which may bind your property and it is intended that you understand how to act to protect your property.

NOTE: Authority cited: Sections 7008, 7018.5, 7058, 7059, 7084 and 7159, Business and Professions Code.

HISTORY

1. New section filed 10-20-78 effective thirtieth day thereafter (Register 78, No. 42)
2. New section filed 6-5-80 effective thirtieth day thereafter (Register 80, No 23) sd.

PRELIMINARY NOTICE

Under the Mechanics' Lien Law (Civil Code sections 3082-3268), any contractor, subcontractor, laborer, supplier, or other person who helps to improve owner's property, but is not paid for his work or supplies has a right to enforce a claim against owner's property. This means that, after a court hearing, owner's property can be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if the owner has paid his own contractor in full, if the subcontractor, laborer, or supplier remains unpaid. Under the law, owner may protect himself against such claims by filing, before commencement of the work, an original or modified contract for the work of improvement in the office of the county recorder of the county where the property is situated, and by requiring that a contractor's performance and payment bond be recorded in the same office. This bond shall be in an amount not less than 50 percent of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment, or materials for the work described in this contract.

CONTRACTORS STATE LICENSE BOARD

Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board whose address is: Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

CSLB OFFICE
9821 Business Park Drive
Sacramento, CA 95827
(916) 255-3900

The Automated Phone Response System, a toll-free automated system, is accessible 24 hours a day. Check on a contractor's license status, order forms and publications, or obtain a wide variety of additional information by calling (800) 321-2752.

The Internet is available to both contractors and the public. <http://www/cslb.ca.gov/>

NOTICE OF RIGHT TO CANCEL

You may cancel this agreement at any time before midnight of the third business day after the date of this agreement.

CONTRACT CONDITIONS

1. APPENDED DOCUMENTS

The Contract includes any or all of the following documents either attached hereto or incorporated by reference herein:

- A. PROPERTY REHABILITATION AGREEMENT
- B. PAYMENT SCHEDULE
- C. WORK WRITE-UP, TERMITE REPORTS, PLANS, ANY TECHNICAL REPORTS
- D. CONTRACTOR'S BID PROPOSAL (including work schedule)
- E. 2010 CALIFORNIA BUILDING CODE, 2010 CALIFORNIA PLUMBING CODE, 2010 CALIFORNIA ELECTRIC CODE, 2010 CALIFORNIA MECHANICAL CODE, 2010 TITLE 24 & LOCAL JURISDICTIONAL ORDINANCES, 2010 CALIFORNIA RESIDENTIAL CODE.
- F. FEDERAL LABOR STANDARDS (INCORPORATED BY REFERENCE)

Two or more copies of the Property Rehabilitation Agreement shall be signed by both parties and one signed copy retained by each party.

The intent of these documents is to identify all labor, materials, appliances, and services of every kind to be supplied by the Contractor for the proper execution of the work and to identify the terms and conditions of payment there for, and the time of completion.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be binding as if called for by all.

2. SAMPLES

Contractor shall furnish for approval by the Owner all samples and fixture specifications as directed. Only approved fixtures and materials shall be installed in the project.

3. MATERIALS, APPLIANCES, EMPLOYEES

Except as otherwise noted, Contractor shall provide and pay for all materials, labor, tools, and other items necessary to complete the work. Owner shall permit, at no cost to Contractor, use of existing utilities such as light, heat, power, and water necessary for carrying out the work.

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Any and all utility rebates shall be directed back to the County of Stanislaus.

All workmen and subcontractors shall be Skilled in their trades.

4. PERMITS, APPROVALS, SURVEYS AND REGULATIONS

Owner shall furnish all surveys unless otherwise specified. Permits, approvals and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner, unless otherwise specified. Contractor shall comply with all laws and regulations pertinent to the conduct of the work and shall notify Owner if the drawings and specifications are at variance therewith.

5. PROTECTION OF WORK PROPERTY AND PERSONS

Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to his act or neglect. Owner shall cooperate with the Contractor to facilitate performance of the work, including removal and replacement of floor coverings, fixtures and furniture as necessary.

6. ACCESS TO WORK

Contractor shall permit and facilitate observation of the work by Owner and his agents, Public Authorities and the Lending Institution or its designee at all times.

7. ADDITIONS OR CHANGES IN WORK

- a. A Change Order is a written order to the Contractor signed by the Contractor, Owner and Housing Rehabilitation Staff and issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- b. The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall execute under the applicable conditions of the Contract Document. Change Orders shall be signed by the Contractor, the Owner and Housing Rehabilitation Staff.
- c. The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
 1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 2. By unit prices stated in the Contract Documents, Form of Proposal or subsequently agreed upon;

3. By costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or,
4. By the method provided in Subparagraph D.
5. For all changes in the work, the allowance for overhead, profit and bond combined, included in the total cost to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own force, twelve percent (12%) of the cost;

For each subcontractor involved, work performed by his own forces, twelve percent (12%) of the cost;

For the Contractor, for work performed by his subcontractor, six percent (6%) of the amount due the subcontractor.

Cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, Old Age and Unemployment Insurance (labor cost may include a prorated share of foreman charge); worker's Compensation Insurance; Rental cost of power tools and equipment.

- d. If none of the methods set forth in Clauses 29. (a), (b), (c), is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved.

In such case, and also under Clauses (a) and (b) above, the Contractor shall keep and present, in such form as the Housing Rehabilitation Staff may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:

1. Cost of materials, including sales tax and cost of delivery.
2. Cost of labor, including social security, old age and unemployment insurance and fringe benefits required by collective bargaining agreement or custom.
3. Worker's compensation insurance.
4. Bond premiums.
5. Rental cost of equipment and machinery
6. Additional cost of supervision and field office personnel directly attributable to the change.

- e. Pending final determination of cost to the Owner, payments on account shall be made on the Contractor's Certificates for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Contractor. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.
- f. The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the work;
 - 3. PHA/IHA - furnished facilities, equipment, materials, services, or site; or,
 - 4. Directing the acceleration in the performance of the work.
- g. 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.

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.

- h. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustments and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA/IHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- i. 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.

- j. 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.
- k. The Contracting Officer shall act on proposals within 30 days after the receipt, or notify the Contractor of the date when such action will be taken.
- l. 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.
- m. Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

8. CORRECTION AND GUARANTEE OF THE WORK

Contractor shall re-execute any work failing to conform to the requirements of the Contract that appears during the progress of work, and shall remedy any defects due to faulty materials or workmanship, which appear within a period of one year from the date the Owner signs the Notice of Completion of the Contract. Contractor shall re-execute any work failing to conform to the requirements of the Contract that appears during the progress of work, and shall remedy any defects on Roof Repairs due to faulty materials or workmanship, which appear within a period of three years from the date the Owner signs the Notice of Completion of the Contract. The provisions of this article apply to work done by subcontractors as well as to work done by direct employees of Contractor. Contractor shall also furnish to owner, in care of the Housing Rehabilitation Staff, all manufacturers' and suppliers' written guarantees, warranties and instructions covering materials and equipment furnished under the Contract.

9. OPTION TO TERMINATE - OWNER

Should the Contractor refuse or neglect or fail to perform any provisions of the Contract, Owner may, after seven days' written notice to the Contractor to cure same, without prejudice to any other remedy Owner may have, cure the deficiencies and may deduct the cost thereof from the contract price then or thereafter due Contractor, or at Owner's option may terminate the Contract and take possession of all materials and appliances and finish said work by such means as Owner sees fit. In the event of a termination, all payments due Contractor under this contract shall cease and the Contractor shall have no further claim to funds remaining in escrow.

10. OPTION TO TERMINATE - CONTRACTOR

Should performance of this Contract be stopped by any Public Authority or act of God for a period of Thirty (30) days or more, through no fault of the Contractor, Contractor may stop work or terminate this Contract and recover from the Owner payment for all work executed and all on-site material. The Contractor shall not recover for the uncompleted portion of this Contract. Should performance be stopped through act or neglect of Owner or should Owner fail to pay Contractor any payment due within twenty (20) days after written notice from Contractor to pay, then Contractor may stop work or terminate this Contract and recover from Owner payment for all work executed, all on-site material, and any damages sustained. Contractor may not assign the Contract without written consent of the Housing Rehabilitation Staff and the Owner.

11. PAYMENTS

Payments shall be made as provided in the PROPERTY REHABILITATION AGREEMENT. The making and acceptance of the final payment shall constitute a waiver of all claims by Owner, other than those arising from unsettled liens or from faulty work appearing thereafter, or as provided for in the payment schedule and a waiver of all claims by Contractor - except any previously made and still unsettled. Failure to abide by the schedule as set forth in Sections 3 and 5 of the Property Rehabilitation Agreement may result in suspension of progress payments. Payments otherwise due may be withheld on account of deficient work not remedied, liens filed, damage by Contractor to others not adjusted, or failure to make payments properly to subcontractors or for material or labor.

12. INSURANCE

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

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 10 01*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability Code 1 (*any auto*), [*require if scope of work includes driving on Authority property*].
4. Workers' Compensation insurance as required by state law and Employer's Liability Insurance.
5. Builder's Risk insurance coverage for all risks of loss (*in compliance with HUD guidelines*).

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. **NOTE: If this contract deals with hazardous materials or pollutants (i.e. lead based paint, asbestos, etc.) the Contractor shall carry Contractor's Pollution Liability insurance to cover the pollution exposures. The Authority shall be named as Additional Insured on the policy.**
2. Automobile Liability: \$300,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Builder's Risk: Completed value of the project.
NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

1. The Owner, the Housing Authority, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and with respect to liability arising out of work or operations performed by the Contractor; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an appropriate endorsement to the Contractor's insurance or as a separate Owner's policy.
2. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Owner, the Housing Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance.

3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Contractor.

Builder's Risk policies shall contain the following provisions:

1. The Owner and Housing Authority shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the Owner and Housing Authority, its officers, officials, employees and volunteers.

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

SUB-CONTRACTORS

Use of sub-contractors must be pre-approved by the Authority. Contractor shall include all sub-contractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each sub-contractor in a manner and in such time as to permit the Authority to approve them before sub-contractors' work begins. All coverages for sub-contractors shall be subject to all the requirements stated above.

NOTE: If a subcontractor will be hired to perform hazardous material remediation, that subcontractor will name the Authority, its officers, officials, employees and volunteers as additional insureds on its Pollution Liability insurance policy by endorsement. Such policy will provide coverage for the hazardous material work and other hazardous material operations.

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

13. LIENS

The final payment shall not be due until Contractor has delivered to Owner, care of the COUNTY OF STANISLAUS, a complete release of all liens arising out of this Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying him against any lien.

14. SEPARATE CONTRACTS

Owner has the right to let contracts in connection with work not included in this Contract, and Contractor shall properly cooperate with any such other contractors.

15. CLEANING UP

Contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of this Contract, shall surrender the premises to Owner free and clear of all rubbish, implements, equipment and surplus materials and leave the building "broom clean."

16. UNAVOIDABLE DELAYS

The time during which Contractor is delayed in said work by the acts of negligence of the Owner or by acts of God or other events or happenings which the Contractor could not have reasonably foreseen or provided for, or by stormy and inclement weather which delays the work or by any strikes or like trouble among laborers which delay said work and which are not caused by, or the continuance of which is not due to, any unreasonable acts of conduct on the part of the Contractor, shall be added to the time for completion.

17. LIQUIDATED DAMAGES FOR DELAYS IN COMPLETION

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, both the Contractor and the Owner agree that the Owner will suffer damages for delay in completion of any phase of the work and that the actual amount of Owners damages would be extremely difficult and impracticable to calculate or otherwise ascertain. By placing their initials here, Contractor _____ And Owner _____ agree that such damages shall be liquidated and that the Contractor shall pay the Owner the sum of \$100.00 for each and every day that the Contractors delay is excused under another clause in this Contract. Contractor and Owner further agree that the amount of liquidated damages is reasonable considering all the circumstances existing on the date of execution of this Contract and that these liquidated damages are a reasonable approximation by the Contractor and the Owner in view of their inability to calculate actual damages. If the Owner terminates the Contractors right to proceed, the assessment of liquidated damage shall continue until such reasonable time as may be required for final completion of the work together with any increased costs incurred by the Owner in completing the work.

If the Owner does not terminate the Contractor's right to proceed, liquidated damages will be assessed until the Contractors work is completed and accepted by the Owner.

If imposition of liquidated damages by the Owner shall not preclude other Owner claims for damages against the Contractor caused other than by Contractors delay in completion of the work.

18. NOTICE OF COMPLETION

At the time when work is completed, the Housing Rehabilitation Staff shall prepare a NOTICE OF COMPLETION form appropriately filled out for the Owner and Contractor. If the property is a Single Family Residence, the NOTICE OF COMPLETION, once executed, will be recorded with the Stanislaus County Recorder's Office.

Prior to issuance of the Notice of Completion the Owner should inspect all work to ensure that it has been completed and meets the requirements as stated in the contract documents. Any items not completed will be itemized and must be completed as a condition of the Notice of Completion. Unless written agreement to the contrary exists, the Contractor agrees to complete the Final items within a period of 10 working days from the date that the list was initialed.

19. DISAGREEMENT

Owner and Contractor will make every effort to settle their differences relating to the work to be performed or work performed (to include, but not limited to the quality of the materials, workmanship, or any matter pertaining to the work hereunder.

If such differences cannot be settled directly, the Housing Rehabilitation Staff will be requested to assist in finding a mutually satisfactory solution.

If such informal resolution is unsuccessful, (Owner) and (Contractor) hereby agree that the dispute will be promptly submitted to the Housing Authority Development and Construction Supervisor for resolution by an arbitration tribunal composed of three members of the funding agency's Housing Rehabilitation Loan Committee.

The party initiating the claim shall file with the other party and with the HA's Development and Construction Supervisor a notice of a request for arbitration. This notice shall state the **nature of the dispute, the amounts involved and the remedy sought**. The arbitration tribunal shall convene a hearing not later than **twenty-one (21) working days** after the receipt of a written request for dispute resolution, and shall notify the claimants of the time and place of the hearing **at least ten (10) days** in advance. The party against whom the claim is filed may file an answering statement with the claimant(s) and with the HA's Development and Construction Supervisor **not later than five (5) working days** prior to the hearing. **Failure to file answering papers shall not serve to postpone the scheduled hearing**.

The **tribunal** may issue such orders for interim relief as the tribunal shall deem necessary to safeguard the property in dispute without prejudice to the rights of claimants or to the final arbitration decision in the matter.

At the hearing, which may be continued from time to time, both oral and documentary evidence shall be taken from any interested (Parties), so long as such evidence is relevant and material to the pending dispute. This evidence shall be considered by the tribunal in its resolution of the dispute. **Any party who fails to appear after notice as provided herein, without obtaining a postponement from the presiding member of the tribunal, is deemed to have waived all rights to introduce evidence or to object to any part of the proceedings.**

The arbitration hearing may proceed in the absence of any party, who after due process, fails to appear or to properly obtain a postponement. An arbitration decision shall not be made solely on the basis of default. The tribunal shall require (Parties) who are present at the hearing to submit such evidence as the tribunal requires rendering a decision.

After consideration of the evidence, **the tribunal shall issue its written decision in resolution of the dispute no later than ten (10) working days after termination of the hearing. Copies of the decision shall be sent to all claimants and to the Development and Construction Supervisor.**

(Owner and (Contractor) hereby agree that the tribunal's decision **shall be binding and final** and that they, and each of them, shall promptly perform the necessary acts to carry out the resolution ordered by the tribunal. Each party shall bear its own costs and fees in connection with arbitration.

Formal arbitration shall commence with the filing of a request for arbitration and shall terminate upon the tribunal's dispatch of their written decision; such a period of time shall be added to the time for completion of the work, without regard for which claimant prevails at arbitration.

Should legal proceedings be required to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs and expenses incurred.

20. ATTORNEY FEES

Attorney fees in amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (that is, by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Contract. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Contract that neither party to this Contract shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions, to enforce the provisions of this contract. The parties expect and hope there will be no litigation and that any differences will be resolved amicably. No attorney fees shall be paid from loan proceeds in escrow.

21. INTEGRATION CLAUSE

This contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this contract, exist between the parties. This contract can be modified only by an agreement in writing as described in Section 7 of these conditions.

22. NOTICE

Any notice to be given or documents to be provided under this Contract shall be made as follows:

To Contractor:

**Pending
Pending
Pending
Pending, CA Pending
Pending**

To Owner:

**Salvador Martinez, Esperanza Martinez
1641 Morgan Road
Modesto, CA 95358
(209) 541-3705**

**County of Stanislaus
c/o Housing Authority County of Stanislaus
Attn: Administration Dept.
P.O. Box 581918
1701 Robertson Road
Modesto, CA 95358
(209) 557-2000**

COUNTY OF STANISLAUS

NOTICE TO PROCEED

**To: Pending
Pending
Pending, CA Pending**

You are hereby notified to proceed with the rehabilitation work on my property located at pursuant to the terms and conditions of the Property Rehabilitation Agreement dated.

Your attention is called to the fact that work shall commence within ten (10) calendar days from the date of receipt of this notice and shall be completed no later than thirty (30) calendar days after commencement of work.

Salvador Martinez

Esperanza Martinez

Date

Date received by Contractor

Contractor's Signature

COUNTY OF STANISLAUS

NOTICE OF LEAD-BASED PAINT RESTRICTION

Section 570.608 of the Federal Register Vol. 48, No. 186 of Friday, September 23, 1983, prohibits the use of lead based paint in any residential rehabilitation projects funded with the Community Development Block Grant.

Lead based paint is any paint containing more than five tenths of one percent lead by weight in the total non-volatile content of liquid paints or in the dried film of paint already applied.

ACKNOWLEDGEMENT

I hereby acknowledge that I am familiar with Federal lead based paint restrictions and I agree to comply with those restrictions during the completion of work at **1641 Morgan Road, Modesto, CA 95358.**

Pending
CONTRACTOR

Salvador Martinez
BUILDING OWNER

Esperanza Martinez
BUILDING OWNER

COUNTY OF STANISLAUS

NON-COLLUSIVE AFFIDAVIT (Prime Bidder)

State of California
County of Stanislaus

_____, being first duly sworn, deposes and says:

That he/she is _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly, or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affidavit or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Stanislaus or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of (the bidder, the partner, or officer):

Your signature must be notarized before your bid will be accepted.

Subscribed and sworn (or affirmed) to me before me this _____ day of _____,
_____ 2011 (year), by _____, proved to me on
the basis of satisfactory evidence to be the person(s) who appeared before me.

(Notary Public)

My commission expires on _____, _____.

COUNTY OF STANISLAUS

ACKNOWLEDGEMENT OF CONTRACT CONDITIONS

The undersigned has hereby read the Contract Conditions and will comply with its contents and terms and conditions.

Contractor Signature

Date

**Housing Authority County of Stanislaus
Signature**

Date

Owner's Signature

Date

COUNTY OF STANISLAUS

EQUAL OPPORTUNITY AND FAIR HOUSING INFORMATION

The following information is requested in order to monitor compliance with Equal Opportunity and Fair Housing laws. You are not required to furnish this information, but are encouraged to do so. If you choose not to answer, please initial here: _____

CONTRACTOR - please complete the following:

_____ American Indian/Alaskan Native _____ Black _____ White _____ Hispanic

_____ Asian / Pacific Islander _____ Other (Specify) _____

_____ Male _____ Female

EMPLOYMENT AND EQUAL OPPORTUNITY

1. The Civil Rights, HCD, and Age discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified persons shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

- a) The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for. Work in connection with the project is awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of project.
- b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, stake appropriate action pursuant to the contract upon finding that the Grantee or any CONTRACTOR or SUBCONTRACTOR is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or CONTRACTOR or SUBCONTRACTOR has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement shall be a condition of the federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject those sanctions specifies by the grant or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. **State Nondiscrimination Clause:**

- a. During the performance of this contract, CONTRACTOR and its SUBCONTRACTORS 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(over 40) or sex. CONTRACTORS and SUBCONTRACTORS shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTORS and SUBCONTRACTORS shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment & Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by and made a part hereof as set forth in full, CONTRACTOR and its SUBCONTRACTORS shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause on all sub- contracts to perform work under the contract.

COUNTY OF STANISLAUS

BID SPECIFICATIONS LIST & ACCEPTANCE

This form shall serve to document the acceptance of the bidding contractor's intent to install only the materials that are specifically listed on the work write up. Unless documented below, only materials specified on the work-write up shall be included in the Bid.

Contractor Signature

Date

If contractor intends to include an "equal" material, then the Bid shall include all of the following: the material(s) shall be documented and itemized per Bid Line Item as "equal to specified material" listed below; complete specifications; complete warranty documentation; certification to install such material(s), as applicable, to comply with all warranty requirements;

Bid Line Item	"Equal" Replacement Part
---------------	--------------------------

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF SUB-CONTRACTORS

NAME & ADDRESS	LICENSE#	TRADE/SCOPE OF WORK
1. _____ _____ _____	_____	_____
2. _____ _____ _____	_____	_____
3. _____ _____ _____	_____	_____
4. _____ _____ _____	_____	_____
5. _____ _____ _____	_____	_____
6. _____ _____ _____	_____	_____
7. _____ _____ _____	_____	_____
8. _____ _____ _____	_____	_____
9. _____ _____ _____	_____	_____
10. _____ _____ _____	_____	_____

Please use additional pages if needed.

*******THIS FORM MUST BE SUBMITTED WITH BID*******

COUNTY OF STANISLAUS

BID SUBMITTAL REQUIREMENTS

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED AT THE TIME OF THE BID FOR BID PROPOSAL TO BE CONSIDERED:

The following must be included in the bid package/submittal

1. The completed *Bid Return and Proposals* sheet
2. Sign and date the contractor's signature section of the *Acknowledgement Contract Conditions*
3. The completed *Non-Collusive Affidavit (this must be notarized)*
4. The completed *Individual Bid Proposals* (one for each property)
5. The completed *Bid Specification List & Acceptance*
6. *List of Subcontractors*: Include Name, License Number and Address
7. 7. A copy of your **current** Contractor's License and EPA Lead Based Paint Certification.

THE FOLLOWING DOCUMENTS MUST BE SUBMITTED PRIOR TO THE AWARD OF CONTRACT:

1. Insurance Endorsements for contractors and subcontractors (if applicable)
2. Indemnity Bond (See Property Rehabilitation Agreement item 6) (if applicable)
3. Section 3 forms for contractor and subcontractors (if applicable)

The Housing Authority Stanislaus County has the right to refuse any or all bids.

COUNTY OF STANISLAUS

BID RETURN AND PROPOSALS

For Proposal # 1011-County-27

Date Bids Due: 3:00 p.m. on Tuesday October 25, 2011

Bid Number:	Address:	Owner(s):	Bid Amount
1. 1011-County-27	1641 Morgan Road	Salvador Martinez Esperanza Martinez	\$_____

Please accept the individual bids for the work to be performed as per attached proposals for each property. The bid is good for a period of not less than 60 days, and may be withdrawn if not accepted by the property owner and/or the Housing Authority, within that time.

Submitted by:

Contractor's Name

State Contractor's License #

Mailing Address _____

City/State/Zip Code _____

Work Phone/Cell Phone _____

Contractor's Signature

Date

**COUNTY OF STANISLAUS
HOME REPAIR PROGRAM
WORK WRITE-UP**

Bid Proposal: 1011-County-27
Project Address: 1641 Morgan Road, Modesto, 95358

This is a: **One Story Single Family Residence built in 1950; with Three Bedrooms and One bath; having approximately 1,152 sq. ft. of living space; and occupied as a single-family dwelling.**

The Contractor will secure all necessary permits for the rehabilitation of this property and will submit a signed off building permit to the owner at completion of the project. All work shall be done in accordance with all applicable codes, including the current California: Title 24, CBC, CRC, CPC, CEC, CMC, The Stanislaus County Department of Environmental Services and local jurisdiction codes. Contractor shall monitor all work to ensure all standards and contract specifications are met. All work shall be done in accordance with applicable journeyman standards for the respective trades.

Any discovery work shall become an integral part of these specifications upon written modification to the contract. Upon discovery, the Contractor shall notify the owner and the Housing Authority County of Stanislaus Office so that change orders can be written and signed. The owner, the Contractor and the Housing Coordinator will all sign the change order before it becomes a part of the contract. No work shall be done other than that specified by the contract, unless a change order is agreed upon by all parties.

Contractor is to use market rate (medium quality) fixtures, material, fittings and hardware unless otherwise specified in the work write-up. Contractor will provide samples to the Housing Authority. The Housing Authority will consult with the owner and the owner agrees to make all material and color selections within the first two weeks of construction. Contractor is to provide samples as appropriate to allow necessary choices. Contractor shall provide all labor and material necessary to perform the work identified in this proposal. Owner and Contractor understand that the proposed work is subject to approval by the Housing Analyst or Construction Supervisor of the Housing Authority County of Stanislaus. Contractor shall provide manufacturer's one (1) year minimum non-prorated, full replacement warranty covering labor, materials and workmanship. Contractor will be responsible for moving furniture in and out of rooms. Bid amounts shall include site visit, working drawings, delivery and installation of proposed work. Contractor will comply with all CALOSHA rules and regulations when working on the project. All debris shall be cleared and disposed of daily. All measurements are the Contractor's responsibility

The Owner will provide utilities and access to the property during normal business hours. All work must have all required permits and be inspected and approved. The owner of the property in conjunction with the HACS will select the Contractor. **Contractor must hold an appropriate, valid California Contractor's license, and be EPA Lead Based Paint Certified. Copies of both shall be provided to the Housing Authority.**

A. REIMBURSABLE ITEMS AND PERMITS

The Contractor is to: provide all necessary permits, inspections, pay all fees, arrange required inspections **with Stanislaus County Building Department and The Stanislaus County Department of Environmental Services**. Contractor will provide the Housing Authority with a copy of the issued permit(s) at the commencement of the project and post the original issued permit(s) at the job site. The Contractor will provide the signed off permit(s) and inspection(s) to the Housing Authority at the completion of the project. Items such as building permits, bonding fees, project insurance, municipality business licenses, and other insurances pertaining to the project can be reimbursed with appropriate documentation provided with final invoice at the closing of the project.

\$ _____

B. Base Bid

1.0 WINDOWS

1.1 Remove and dispose of existing windows throughout home. Provide and install new white vinyl dual-pane, Low "E", retrofit replacement windows (obscure and tempered glass where required), including screens, (Milgard or equivalent) throughout home. Provide and install flashing and/or Caulking around window to ensure proper seal. Modify and repair existing openings, sills and trims as necessary to accommodate new window or repair dry-rot. Patch interior and exterior surfaces and paint to match.

\$ _____

2.0 HVAC

2.1 Remove and dispose of existing roof mount package unit. Provide and install appropriately sized Roof Mounted HVAC Package System. Efficiency shall meet California minimum standards per Title-24. Inspect all ductwork, and repair and/or replace as required to ensure that they meet all current code standards and that all connections are intact. Provide and install electrical and plumbing connections as required to HVAC system and ensure they are properly connected. Inspect and change as necessary AC Breaker to meet manufacturer's specifications. Install new 5-2 day programmable setback style thermostat (HONEYWELL) or equal. **HERS Certification will be required on all installations and will be performed by OUTSIDE...THIRD...PARTY**, any additional work or testing will be at the contractors cost. The HVAC installation shall include all duct testing fees. **(*Note- current duct system not working properly, air flow is non-existent to several rooms*)**

\$ _____

3.0 LAUNDRY ROOM

3.1 Remove and dispose of existing floor covering, and dry rot damaged subfloor as needed. Provide and install sufficient 3/8" plywood subfloor as needed to complete repair. Provide and install sufficient floor compound to ensure smooth surface of floor covering. Provide and install linoleum to cover bathroom floor including vinyl base. Owner will select style/color of vinyl (from three Contractor Provided Samples) and shall not exceed \$15.00 square yard excluding installation.

\$ _____

4.0 BEDROOMS

4.1 Remove and dispose of existing carpeting in all three bedrooms. Repair any damaged underlayment as necessary. Prepare entire surface so that it is clean, dry, smooth, and even. Provide and install new carpeting over HUD approved polyurethane padding in all three bedrooms. Remove and dispose of damaged and/or missing baseboard in all three bedrooms. Owner will select style/color of carpet (from three Contractor Provided Samples) and should not exceed \$20.00 per square yard, excluding installation.

\$ _____

5.0 HALLWAY

5.1 Provide and install smoke alarm(s) and carbon monoxide alarm(s) in the home as required by California Building Code.

\$ _____

6.0 SEPTIC TANK

6.1 Abandon existing septic tank per requirements of the Department of Environmental Resources. All abandoned septic tanks shall be completely pumped out by a licensed septic tank service. It is to be assumed that all tanks will be between 1,200 and 2,000 gallons, exact size shall be determined by the Department of Environmental Resources. After determining necessary sizing, provide and install new septic tank, and leach field, including all necessary components and connections. All sewer lines drain lines and connections shall be approved CPC materials. Any plumbing components shall be sized and installed in conformance with the Department of Environmental Resources.

\$ _____

Base Bid B. Total

\$ _____

GENERAL NOTE:

Contractor is responsible for moving any and all heavy furniture necessary for completing repairs. Contractor should survey dwelling's existing furniture and include any additional moving cost in the cost to complete repairs.

PAINTING NOTE:

The work shall include all labor, materials, tools and equipment necessary to complete all painting. All work shall be done in a neat and accurate manner in accordance with the highest trade standards. Protect all surfaces not being painted including fixtures, plants, concrete flatwork and adjacent surfaces. Paint to be DUNN-EDWARDS, KELLY MOORE, or equal. Paint all new trim, doors and walls with semi gloss enamel to match surrounding material. Provide second coat where single coat is insufficient.

C. ACCESS TO JOB:

1. By appointment with Salvador Martinez at (209) 541-3705.

D. OWNER'S ACCEPTANCE OF REHABILITATION TERMS:

I have carefully read this work write-up dated _____ and understand and agree to the nature of the work to be performed on my property.

I have been informed of all aspects of the contract and all parameters of the work and acknowledge that I understand these explanations.

I have initialed next to the dollar value of the repair to authorize the work write up items listed above.

I was informed that any item(s) that were not initialed shall be deemed stricken and removed from the authorized work write up and can't be added back on to the authorized work write up.

I was informed that no other changes will be authorized to be added to the work write up.

By signing below, I agree to have the contractor perform the authorized repairs listed above and I authorize only the work initialed above and agree to this finalization.

Salvador Martinez

Date

Esperanza Martinez

Date